

**FREEWAY MAINTENANCE AGREEMENT WITH
CITY OF LANCASTER**

THIS AGREEMENT is made and entered into in duplicate, effective this _____ day of _____, 2011, by and between the State of California, acting by and through its Department of Transportation, hereinafter referred to as "STATE and the City of LANCASTER, hereinafter referred to as "CITY; and collectively referred to as "PARTIES."

WITNESSETH:

- A. WHEREAS, on June 30th 1964, State Route 014, Post Mile 61.8/76.6, a Freeway Agreement was executed between County of Los Angeles and STATE, where portions of the above County agreement has been adopted as part of CITY, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of State Route 014 within the jurisdictional limits of the CITY as a freeway; and
- B. WHEREAS, CITY proposes improvements to Avenue I Undercrossing/SR 014 Interchange, post mile R68.9. Plans are nearing completion and PARTIES hereto mutually desire to clarify and revise the division of maintenance, along State Route 014, as defined in Section 27 of the California Streets and Highways Code, and their respective responsibilities as to separation structures and local CITY streets and roads, or portions thereof, and landscaped areas lying within or outside those modified freeway limits; and
- C. WHEREAS, This Freeway Maintenance Agreement does not supersede any previous executed Freeway, Encroachment Permit Landscape, Electrical Sharing, or Delegated Maintenance Agreement, between CITY and STATE.
- D. WHEREAS, pursuant to Section 5 of the above Freeway Agreement, CITY has resumed control and maintenance over each of the affected relocated or reconstructed CITY streets, except for those portions adopted as a part of the freeway proper.

NOW THEREFORE, IT IS AGREED:

- 1. CITY agrees to continue their control and maintenance of each of the affected relocated or reconstructed CITY streets and roads as shown on Exhibit A, and made a part hereof by this reference.
- 2. STATE agrees to continue control and maintenance of those portions adopted as a part of State Route 014 Freeway proper.
- 3. When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES' division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit "A," which will be made a part hereof by an amendment to this Agreement, when executed by all PARTIES, which will thereafter supersede the attached original Exhibit "A" and become part of this Agreement.

4. CITY and STATE agree to accept their then respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of the PARTIES should change and Exhibit "A" is amended to reflect those changes.
5. CITY must obtain the necessary Encroachment Permits from STATE's District 7 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.
6. VEHICULAR AND PEDESTRIAN OVERCROSSINGS:
 - a) STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and pedestrian overcrossings of SR 014 below the deck surface except as hereinafter provided.
 - b) CITY will maintain, at CITY expense, the roadway sections, including the traveled way, shoulders, curbs, sidewalks, up to the deck, the deck and above, including surfacing and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.
 - c) At such locations as shall be determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed as directed by Section 92.6 of the Streets and Highways Code. All screens installed under this program will be maintained by STATE, at STATE expense.
7. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS:
 - a) STATE will maintain the structure proper of all STATE-constructed vehicular and pedestrian undercrossings of STATE freeways while the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, lighting installations and traffic service facilities that may be required for the benefit or control of traffic using that undercrossing will be maintained by CITY.
 - b) CITY will request STATE's District Transportation Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between the traveled way portion of the underroadway surface and the Structure that results from modifications to the underroadway (except when said modifications are made by STATE). If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's District Transportation Permit Engineer prior to starting work. Upon completion of that work, a clearance diagram will be furnished to STATE's District Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.

8. SOUNDWALLS:

Responsibility for debris removal, cleaning and painting to keep CITY's side of any sound wall structure free of debris, dirt and, graffiti shall not lie with STATE.

9. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES:

Responsibility for the maintenance of any plantings or other types of roadside development lying outside of the fenced right of way area reserved for exclusive freeway use shall lie with CITY and not with STATE.

10. INTERCHANGE OPERATON:

It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.

11. BICYCLE PATHS:

Except for bicycle paths constructed as permitted encroachments within STATE's right of way for which the permittee is solely responsible for all path improvements, STATE will maintain, at STATE expense, all fences, guardrailing, drainage facilities, slope and structural adequacy of any bicycle path located and constructed within STATE's right of way. CITY will maintain, at CITY expense, a safe facility for bicycle travel along the entire length of the path by providing sweeping and debris removal when necessary; and all signing and striping and pavement markings required for the direction and operation of that non-motorized facility.

12. LEGAL RELATIONS AND RESPONSIBILITIES:

- a) Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
- b) Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
- c) Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

d) Labor Code Compliance/Prevailing Wages:

If the work performed on this Project is done under contract and falls within the Labor Code Section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, repair or maintenance, the CITY must conform to the provisions of Labor Code Sections 1720 through 1815, all applicable regulations and coverage determinations issued by the Director of Industrial Relations. CITY agrees to include Prevailing Wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

e) Prevailing Wage Requirements in Subcontracts:

CITY shall require its contractors to include Prevailing Wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1). Subcontracts shall include all Prevailing Wage requirements set forth in CITY'S contracts.

f) Insurance:

CITY and their contractors shall maintain in force, during the term of this Agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the State of California, its officers, agents and employees as the additional insured in an amount of \$1 million per person and \$2 million in aggregate. Coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to Department that shall be delivered to Department with a signed copy of this Agreement.

13. EFFECTIVE DATE:

This Agreement shall be effective upon the date appearing on its face and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the parties or until terminated by STATE for cause. It being understood and agreed, however, that the execution of this Freeway Maintenance Agreement shall not affect any pre-existing obligations of CITY to maintain other designated areas until a written notice from STATE has been issued that work in such areas, which CITY has agreed to maintain pursuant to the terms of a Freeway Agreement, has been completed.

The PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF LANCASTER

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

BY _____
MAYOR

MALCOLM DOUGHERTY
Director of Transportation

ATTEST:

BY _____
CITY Clerk

BY _____
Deputy District Director
Maintenance District 7

APPROVED AS TO FORM:

BY _____
CITY Attorney

BY _____
**Legal Attorney
Department of Transportation

***Approval by STATE'S Attorney is not required unless changes are made to this form, in which case, the draft will be submitted to Headquarters for review and approval by STATE's Attorney as to form and procedures.*

EXHIBIT "A"

STATE ROUTE 014/LANCASTER

PM	Description	Bridge #
64.68	Columbia Way OC	53 2223
65.68	Avenue L OC	53 2224
66.10	Avenue K-8 Storm Drain	53 2606
66.18	Avenue K-8 OC	53 2176
66.73	Avenue K UC	53 2381L
66.73	Avenue K UC	53 2381R
66.90	Avenue K Drain	53 2607
67.37	Avenue J-8 UC	53 2382L
67.37	Avenue J-8 UC	53 2382R
67.48	20 th Street West UC	53 2383L
67.48	20 th Street West UC	53 2383R
67.95	Avenue J UC	53 2384L
67.95	Avenue J UC	53 2384R
68.46	Lancaster Boulevard UC	53 2385L
68.46	Lancaster Boulevard UC	53 2385R
68.96	Avenue I UC	53 2386L
68.96	Avenue I UC	53 2386R
68.96	Avenue I UC	53 2386K
68.99	Amargosa drain Channel	53 2284Y
69.99	Avenue H OC	53 1862
70.27	Amargosa Creek	53 2028L
70.27	Amargosa Creek	53 2028R
70.99	Avenue G OC	53 1860