

**FREEWAY MAINTENANCE AGREEMENT
WITH COUNTY OF SHASTA**

THIS AGREEMENT is made effective this _____ day of _____, 20____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the COUNTY of SHASTA; hereinafter referred to as “COUNTY” and collectively referred to as “PARTIES”.

SECTION I

RECITALS

1. WHEREAS, on April 4, 2006 a Freeway Agreement was executed between COUNTY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of STATE Highway Route (SR) 44 within the jurisdictional limits of the COUNTY of SHASTA as a freeway; and
2. WHEREAS, recent adjustments to said freeway have now been completed, or are nearing completion, and the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements to separation structures and landscaped areas lying within those modified freeway limits; and
3. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
4. This Agreement shall supersede the existing Freeway Maintenance Agreement, SHA-45-016402, with COUNTY; dated May 10, 1965.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

1. COUNTY agrees to continue their control and maintenance of each of the affected relocated or reconstructed COUNTY streets and roads as shown on that plan map attached hereto, marked 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 SR 44 Freeway proper as shown Exhibit A.
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, that has been mutually agreed upon by both PARTIES which will thereafter supersede the attached original Exhibit A and become part of this Agreement.

4. COUNTY 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. COUNTY must obtain the necessary Encroachment Permits from STATE's District 02 Encroachment Permit Office prior to entering STATE right of way to perform COUNTY maintenance responsibilities. This permit will be issued at no cost to COUNTY.

6. VEHICULAR AND PEDESTRIAN OVERCROSSINGS

- 6.1. STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and pedestrian overcrossings of SR 44 below the deck wearing surface and any wearing surface treatment thereon.
- 6.2. COUNTY will maintain, at COUNTY expense, the deck wearing surface 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.
- 6.3. As directed by section 92.6 of the Streets and Highways Code, at locations determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed. All screens installed under this program will be maintained by STATE, at STATE expense.
- 6.4. COUNTY will maintain connectors as shown on Exhibit A, except driveways (location #1) maintained by property owners as established by encroachment permit.

7. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS

- 7.1. STATE will maintain the entire structure of all STATE-constructed vehicular and pedestrian undercrossings of STATE freeways except as hereinafter provided.
- 7.2. COUNTY will be maintain 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.
- 7.3. COUNTY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between COUNTY roadway surface and the structure that results from modifications to the roadway (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 Transportation Permit Engineer prior to starting work. Upon completion of that work, a vertical clearance

diagram will be furnished to STATE's 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. **WALLS AND COLUMNS** – COUNTY is responsible for debris removal, cleaning, and painting to keep COUNTY's side of any wall structure or column free of debris, dirt, and graffiti.
9. **LANDSCAPED AREAS** - COUNTY is responsible 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.
10. **INTERCHANGE OPERATON** - It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.
11. **ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES**
 - 11.1. The cost of installation, operation, maintenance, repairs, replacement and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices placed at interchanges of SR 44 Freeway and COUNTY streets and roads and at ramp connections on SR 44 and COUNTY facilities shall be shared by the PARTIES as shown in Exhibit "A" which, by this reference, is made a part of this Agreement. (Shared Cost Electrical Agreement can be entered into by the PARTIES as a part of this agreement itself instead of a separate agreement. Or a separate "Shared Cost Electrical Agreement" may be executed in the future allocating these costs between the PARTIES.
 - 11.2. The said cost shall be paid by STATE and the COUNTY shall reimburse the STATE their agreed upon share.
 - 11.3. The said cost shall be paid by COUNTY and the STATE shall reimburse the COUNTY their agreed upon share.
 - 11.4. Timing of traffic signals, which shall be coordinated with COUNTY to the extent that no conflict is created with freeway operations, shall be the sole responsibility of STATE.
12. **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, guard railing, drainage facilities, slope and structural adequacy of any bicycle path located and constructed within STATE's right of way. COUNTY will maintain, at COUNTY 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.

13. LEGAL RELATIONS AND RESPONSIBILITIES

- 13.1. 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.
- 13.2. Neither COUNTY 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 STATE, 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 COUNTY 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, tortuous, 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.
- 13.3. 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 COUNTY under or in connection with any work, authority or jurisdiction conferred upon COUNTY and arising under this Agreement. It is understood and agreed that COUNTY 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, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.

14. PREVAILING WAGES:

- 14.1. Labor Code Compliance- 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, or repair; or maintenance work under Labor Code section 1771. COUNTY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. COUNTY agrees to include prevailing wage requirements in its contracts for public work. Work performed by COUNTY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 14.2. Requirements in Subcontracts - COUNTY 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) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in COUNTY's contracts.

15. **INSURANCE - COUNTY** and its 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, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

15.1. **SELF-INSURED - COUNTY** is self insured. COUNTY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement in a form satisfactory to STATE, along with a signed copy of the Agreement.

15.2. **SELF-INSURED using Contractor** - If the work performed under this Agreement is done by CITY's/COUNTY's contractor(s), COUNTY shall require its contractor(s) to 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, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE and shall be delivered to the STATE with a signed copy of this Agreement.

16. **TERMINATION** - This Agreement may be terminated by timely mutual written consent by PARTIES, and COUNTY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

17. **TERM OF AGREEMENT** - This Agreement shall become effective on the date first shown on its face sheet 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.

PARTIES are empowered by Streets and Highways Code Section 114 and 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, PARTIES hereto have set their hands and seals the day and year first above written.

THE COUNTY OF SHASTA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____

MALCOLM DOUGHERTY
Director of Transportation

Board of Supervisors
County of Shasta
State of California

Initiated and Approved

By: _____
Deputy District Director
Maintenance District

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

As to Form and Procedure:
RUBIN E. CRUSE, JR.
County Counsel

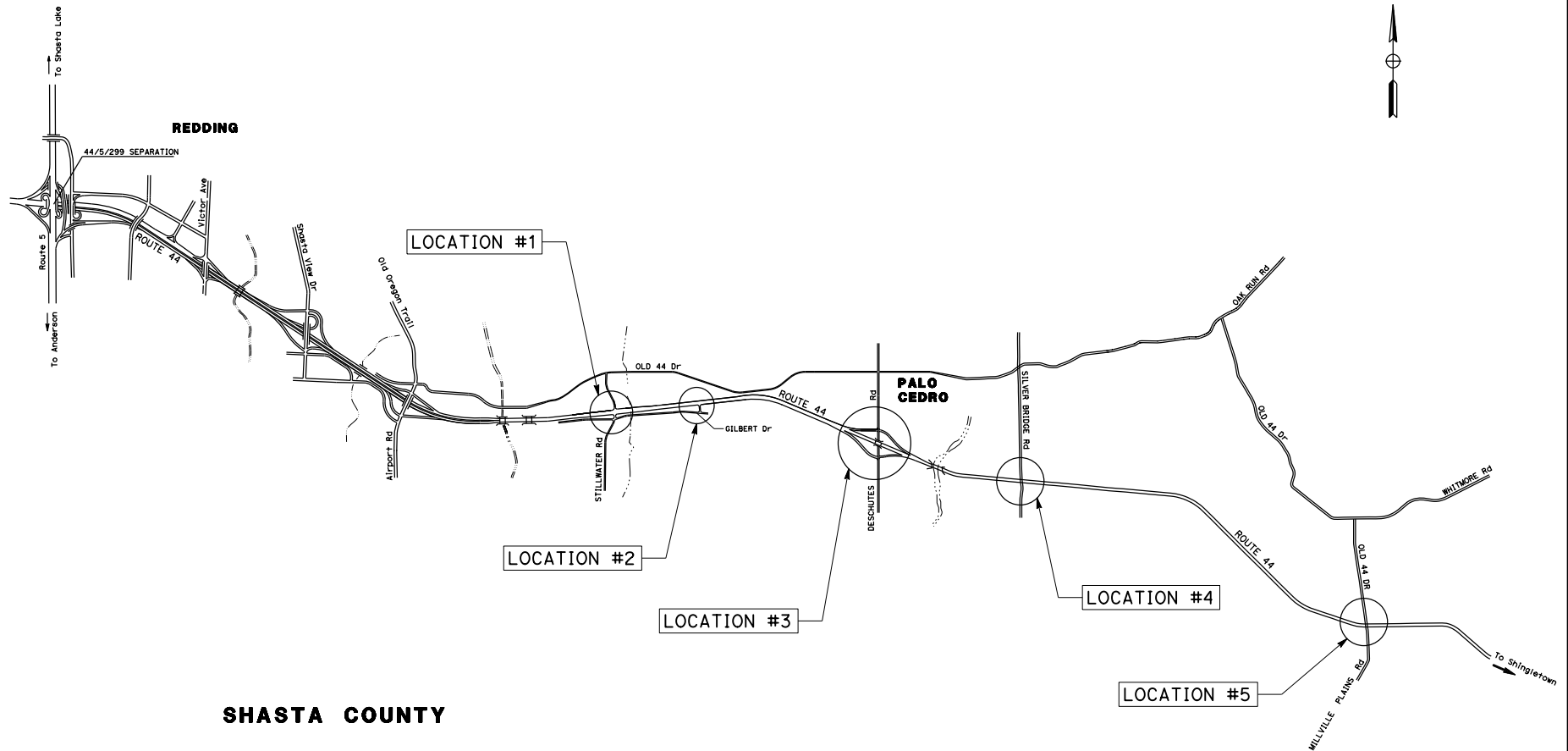
As to Form and Procedure:

By: _____
Attorney
Department of Transportation

By: David M. Yorton, Jr. 12/22/16
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: Jim Johnson 12/21/16
Jim Johnson
Risk Management Analyst I



FREEWAY MAINTENANCE AGREEMENT
District Agreement No. MTC16-003
EXHIBIT A

Not to Scale

KEY MAPFOR REDUCED PLANS ORIGINAL
SCALE IS IN MILLIMETERS

0 20 40 60 80

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DGN FILE => ExhibitA.dgn

PAGE 1 OF 6

SHASTA COUNTY

State of California
Department of TransportationBy _____ Date _____
Chairman
Board of SupervisorsBy _____ Date _____
Deputy District Director
Maintenance and Operations

\\N:\Maintenance Engineering\Maintenance Agreements\Shasta County\Drafts\Office VMA 2016\Exhibit A.dgn

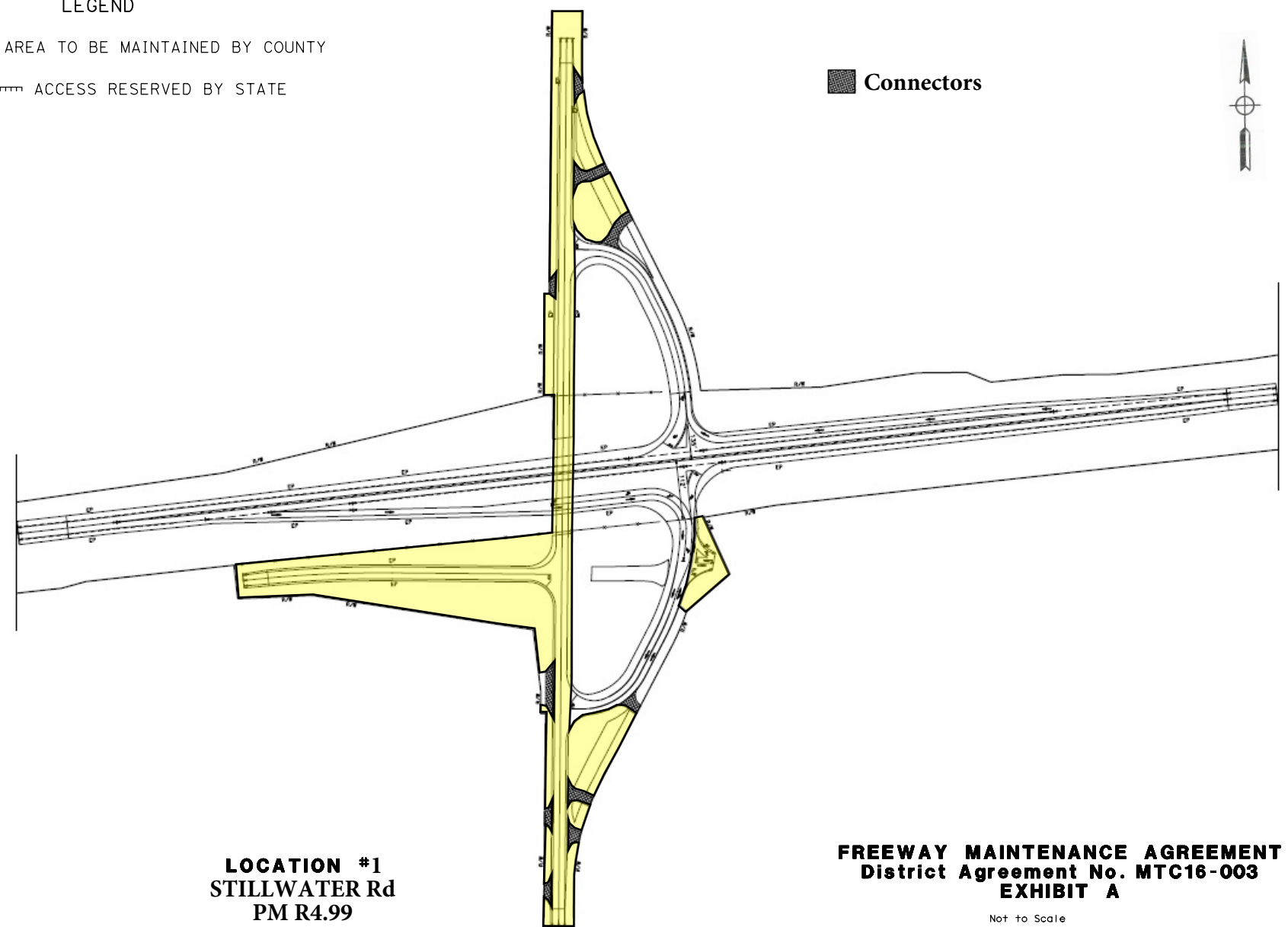
STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Stoltz

LEGEND

-  AREA TO BE MAINTAINED BY COUNTY
-  ACCESS RESERVED BY STATE

 Connectors



LOCATION #1
STILLWATER Rd
PM R4.99

FREEWAY MAINTENANCE AGREEMENT
District Agreement No. MTC16-003
EXHIBIT A

Not to Scale

FOR REDUCED PLANS ORIGINAL
SCALE IS IN MILLIMETERS

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LAST REVISION
DATE PLOTTED => 18-JUL-2016
TIME PLOTTED => 08:57

SHASTA COUNTY

State of California
Department of Transportation

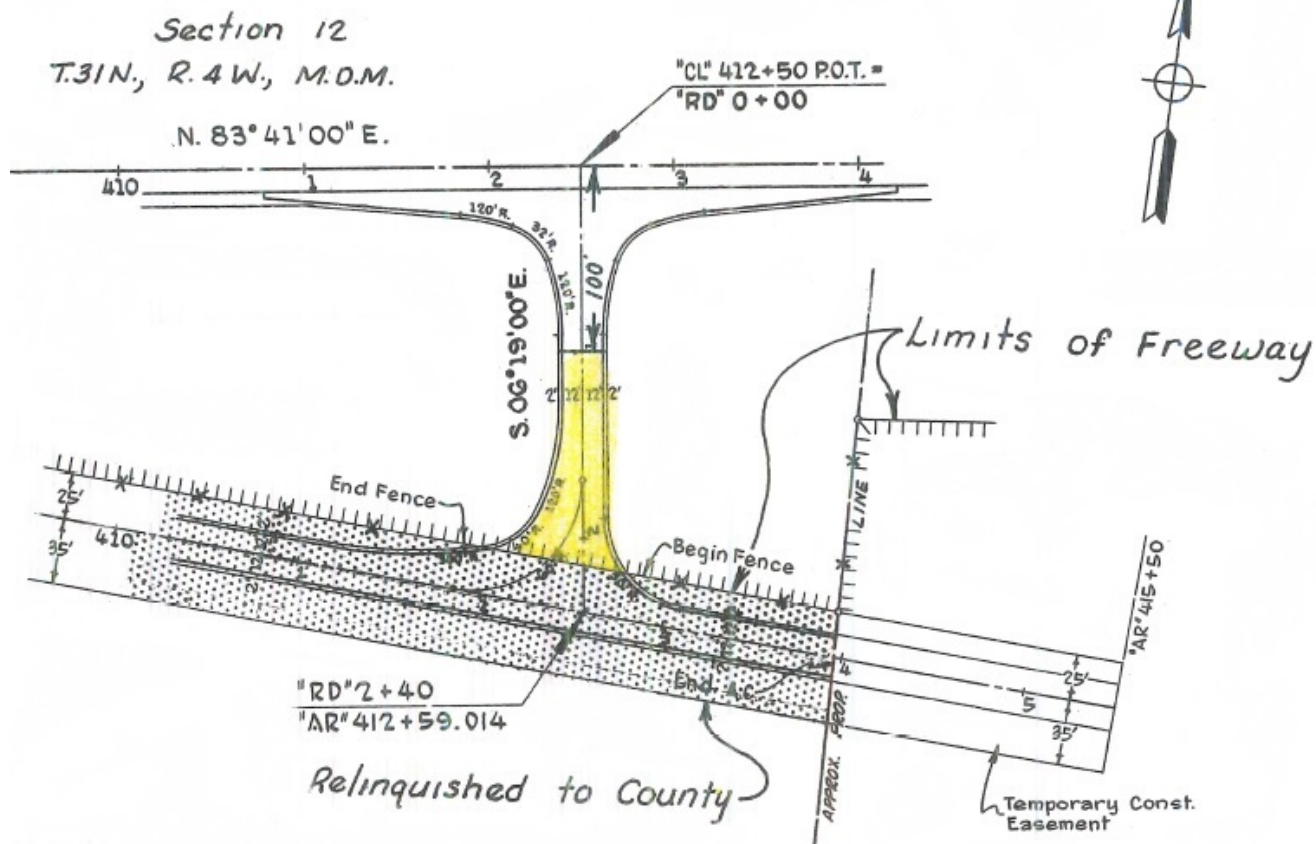
By _____ Date _____
Chairman
Board of Supervisors

By _____ Date _____
Deputy District Director
Maintenance and Operations

LEGEND

AREA TO BE MAINTAINED BY COUNTY

ACCESS RESERVED BY STATE



LOCATION #2
GILBERT Dr
PM R5.93

FREEWAY MAINTENANCE AGREEMENT
District Agreement No. MTC16-003
EXHIBIT A

Not to Scale

FOR REDUCED PLANS ORIGINAL
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PAGE 3 OF 6

SHASTA COUNTY

State of California
 Department of Transportation

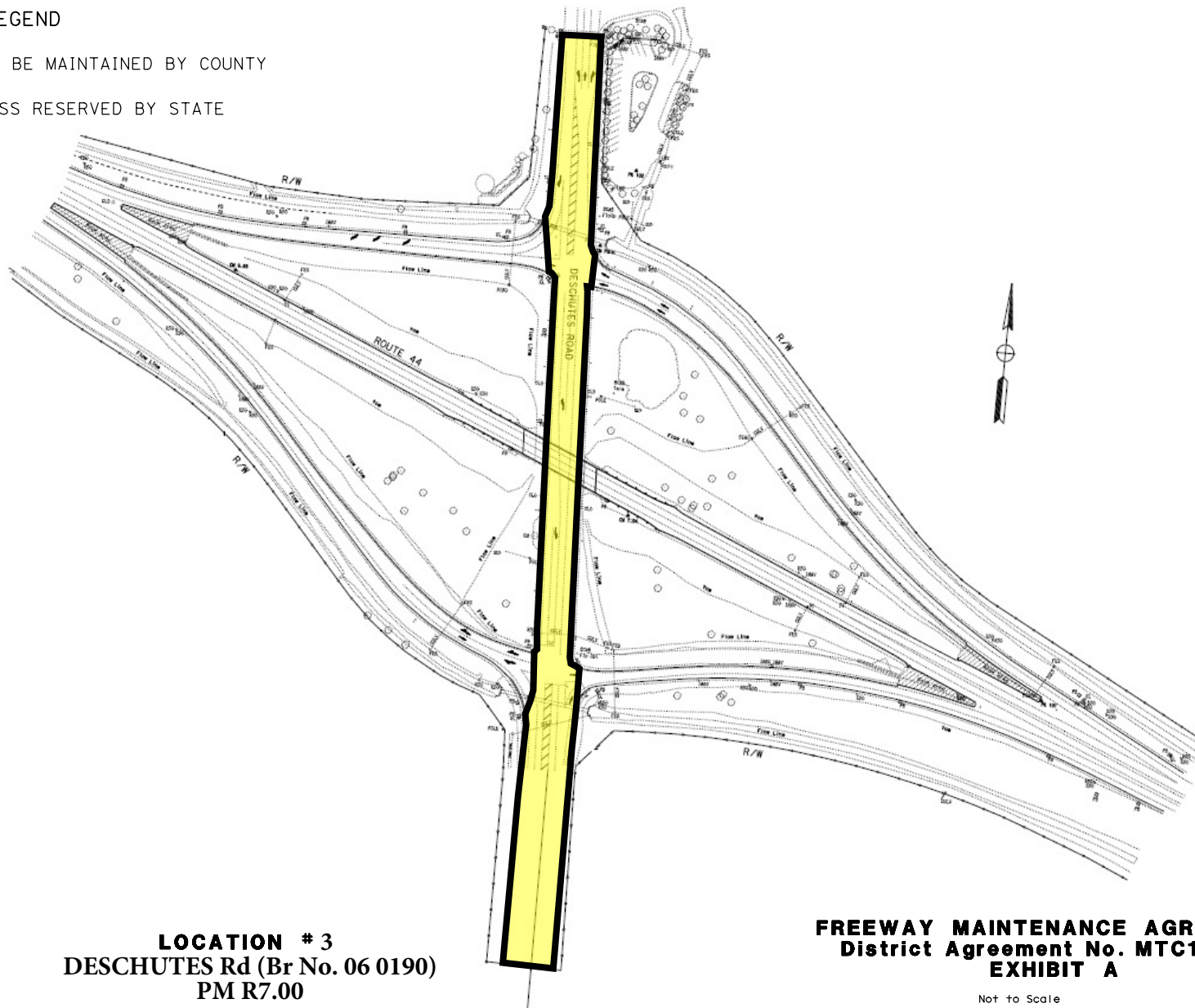
By _____ Date _____
 Chairman
 Board of Supervisors

By _____ Date _____
 Deputy District Director
 Maintenance and Operations

LEGEND

 AREA TO BE MAINTAINED BY COUNTY

 ACCESS RESERVED BY STATE



LOCATION # 3
DESCHUTES Rd (Br No. 06 0190)
PM R7.00

FREEWAY MAINTENANCE AGREEMENT
District Agreement No. MTC16-003
EXHIBIT A

Not to Scale

FOR REDUCED PLANS ORIGINAL
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PAGE 4 OF 6

SHASTA COUNTY

State of California
 Department of Transportation

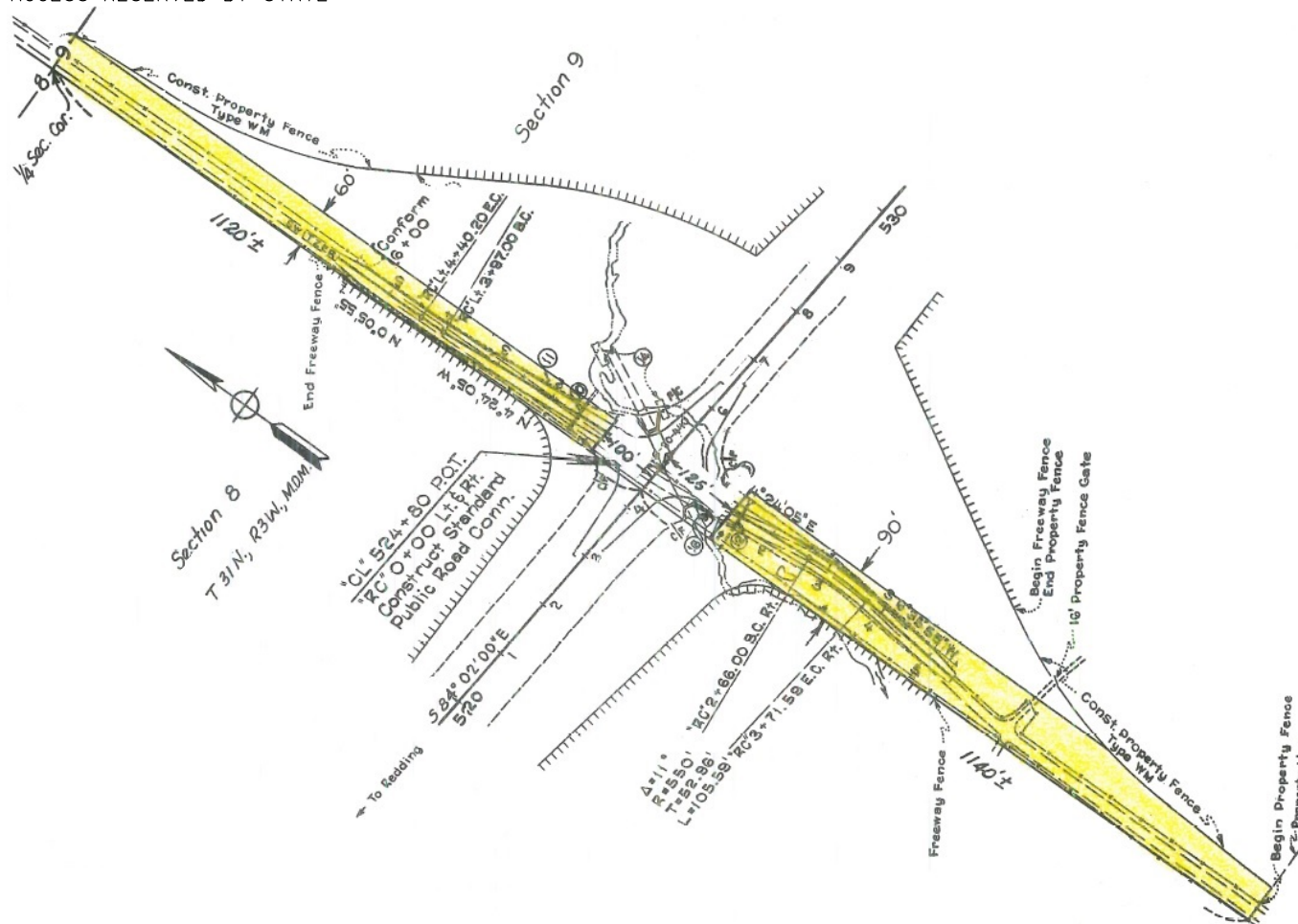
By _____ Date _____
 Chairman
 Board of Supervisors

By _____ Date _____
 Deputy District Director
 Maintenance and Operations

LEGEND

AREA TO BE MAINTAINED BY COUNTY

ACCESS RESERVED BY STATE

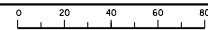


**LOCATION #4
SILVER BRIDGE Rd
PM R8.05**

**FREWAY MAINTENANCE AGREEMENT
District Agreement No. MTC16-003
EXHIBIT A**

Not to Scale

FOR REDUCED PLANS ORIGINAL
SCALE IS IN MILLIMETERS



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PAGE 5 OF 6

SHASTA COUNTY

State of California
Department of Transportation

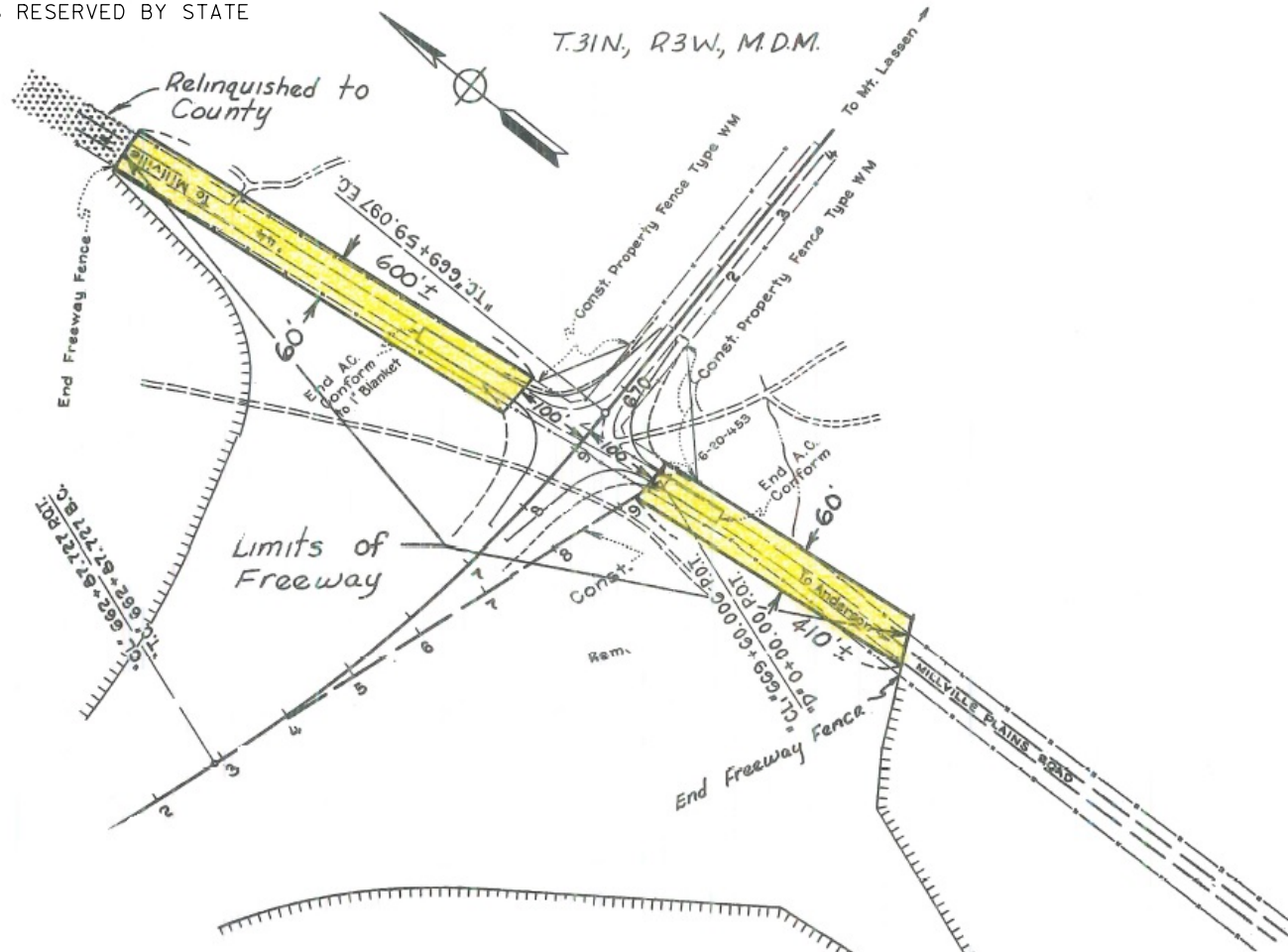
By _____ Date _____
Chairman
Board of Supervisors

By _____ Date _____
Deputy District Director
Maintenance and Operations

LEGEND

AREA TO BE MAINTAINED BY COUNTY

ACCESS RESERVED BY STATE

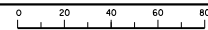


LOCATION #5
MILLVILLE PLAINS Rd
PM R10.77

FREWAY MAINTENANCE AGREEMENT
District Agreement No. MTC16-003
EXHIBIT A

Not to Scale

FOR REDUCED PLANS ORIGINAL
 SCALE IS IN MILLIMETERS



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PAGE 6 OF 6

SHASTA COUNTY

State of California
 Department of Transportation

By _____ Date _____
 Chairman
 Board of Supervisors

By _____ Date _____
 Deputy District Director
 Maintenance and Operations