FREEWAY MAINTENANCE AGREEMENT WITH **CITY OF CORONA**

THIS AGREEMENT is made effective this 18th day of January, 2018, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Corona; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

- 1. WHEREAS, on December 3, 2014 a Freeway Agreement was executed between CITY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of Interstate 15 (I-15) within the jurisdictional limits of the CITY 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. WHEREAS, pursuant to the above December 3, 2014 Freeway Agreement, CITY has resumed or will resume 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; and
- 5. WHEREAS, CITY and STATE previously executed a Freeway Maintenance Agreement on May 1, 1991; and
- 6. WHEREAS, new improvements have been constructed within the limits of this previously executed May 1, 1991 Freeway Maintenance Agreement, and the PARTIES desire to supersede such previously executed Freeway Maintenance Agreement.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

1. PARTIES agree this Agreement shall supersede and replace in its entirety the existing Freeway Maintenance Agreement executed by PARTIES on May 1, 1991.



- 2. CITY agrees to continue their control and maintenance of each of the affected relocated or reconstructed CITY streets and roads as shown on that plan map attached hereto, marked Exhibit A, and made a part hereof by this reference.
- 3. STATE agrees to continue control and maintenance of those portions adopted as a part of I-15 Freeway proper as shown in Exhibit A.
- 4. The CITY will assume sole maintenance responsibilities on individual infrastructure items as provided in Exhibit C attached and made a part of this Agreement by reference, as long as it is not in conflict with the terms of this Agreement. In case of a conflict, the terms of this Agreement shall prevail.
- 5. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise Exhibit C by a mutual written execution of Exhibit A and C.
- 6. 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, the PARTY initiating the construction or minor revision shall provide a new dated and revised Exhibit A which will, upon written mutual consent between PARTIES, become part of this Agreement and thereafter supersede the attached original Exhibit A.
- 7. CITY and STATE agree to accept and perform 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.
- 8. CITY must obtain the necessary Encroachment Permits from STATE's District 08 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.
- 9. VEHICULAR AND PEDESTRIAN OVERCROSSINGS
 - 9.1. STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and pedestrian overcrossings of I-15 below the deck wearing surface and any wearing surface treatment thereon.
 - 9.2. CITY will maintain, at CITY 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.
 - 9.3. 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. Notwithstanding the foregoing, CITY may install, and if installed, shall maintain at CITY expense, decorative screening on overpasses at locations determined by STATE.

10. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS

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- 10.1. STATE will maintain, at STATE expense, the entire structure of all STATE-constructed vehicular and pedestrian undercrossings of I-15 freeway except as hereinafter provided.
- 10.2. CITY will be maintain, at CITY expense, 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.
- 10.3. CITY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between CITY 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.
- 11. WALLS AND COLUMNS CITY is responsible for debris removal, cleaning, and painting to keep any wall structure or column free of debris, dirt, and graffiti.
- 12. LANDSCAPED AREAS CITY is responsible for the maintenance of any plantings or other types of roadside landscaping lying outside of the fenced right of way area reserved for exclusive freeway use as more particularly described in a Landscape Maintenance Agreement between the PARTIES.
- INTERCHANGE OPERATON It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.

14. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES

- 14.1. 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 I-15 Freeway and CITY streets and roads and at ramp connections or I-15 and CITY facilities shall be shared by the PARTIES in a separate Shared Cost Electrical Agreement. A separate "Shared Cost Electrical Agreement" will be executed in the future allocating these costs between the PARTIES.
- 14.2. Timing of traffic signals, which shall be coordinated with CITY to the extent that no conflict is created with freeway operations, shall be the sole responsibility of STATE.

15. LEGAL RELATIONS AND RESPONSIBILITIES

- 15.1. 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.
- 15.2. 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 STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
- 15.3. 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 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.

16. PREVAILING WAGES:

- 16.1. Labor Code Compliance- If the work performed under this Agreement 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, the PARTY on whose behalf such work is performed shall comply with 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. Said PARTY further agrees to include prevailing wage requirements in its contracts for public work. Work performed by a PARTY's own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 16.2. <u>Requirements in Subcontracts</u> The PARTY on whose behalf such work is performed shall require its contractors to include prevailing wage requirements in all subcontracts 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 the PARTY's contracts.

17. INSURANCE

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- 17.1. CITY is self-insured. CITY 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.
- 17.2. SELF INSURED using Contractor If the work performed under this Agreement is done by CITY's contractor(s), CITY 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.
- 18. TERMINATION This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
- 19. 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. If amendments to this Agreement are required in the future, PARTIES agree to use the latest STATE's template if the date of this Agreement in older than 7 years at the time of the required amendments.

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 CITY OF

By:

Nelson D. Nelson, P.E. Public Works Director Initiated and Approved

By:

KNYXXXXXXXX

ATTEST:

By

By

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

MALCOLM DOUGHERTY Director of Transportation

By: . Stephen R. Pusey

Deputy District Director HN Maintenance, District 08

As to Form and Procedure:

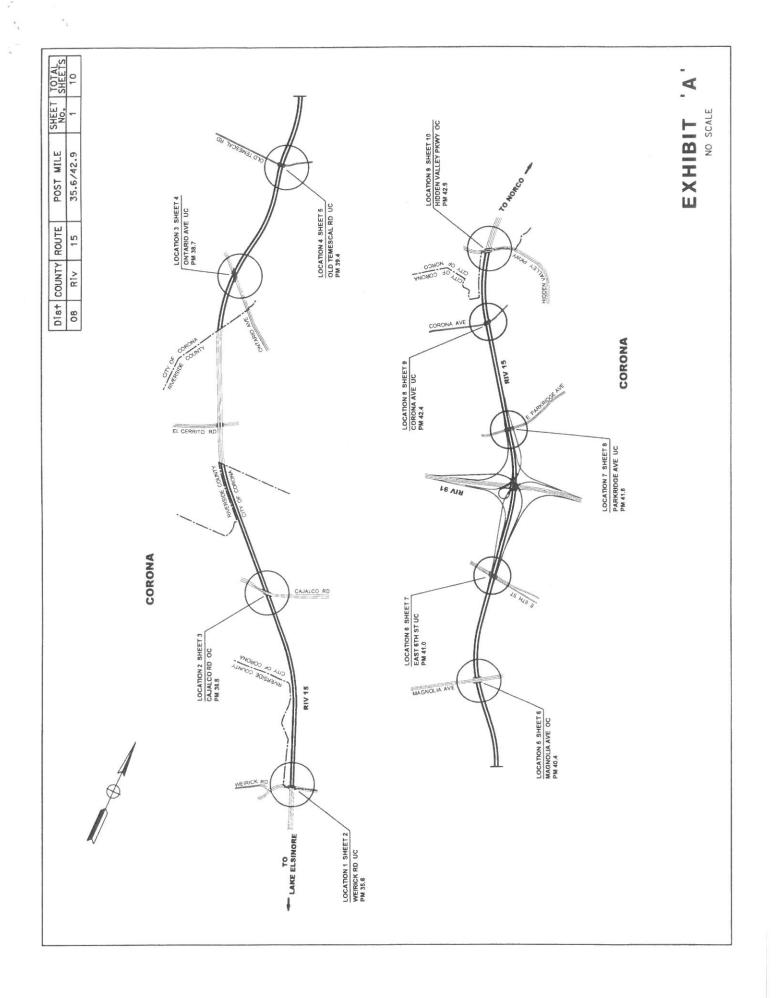
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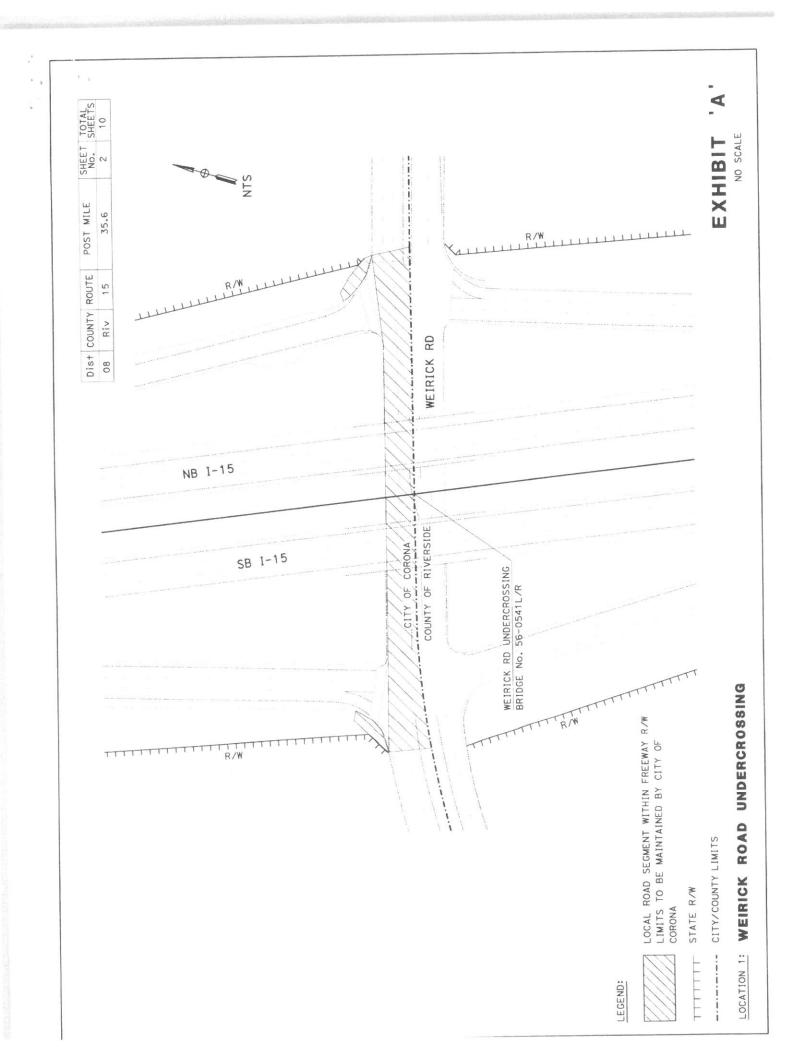
Department of Transportation

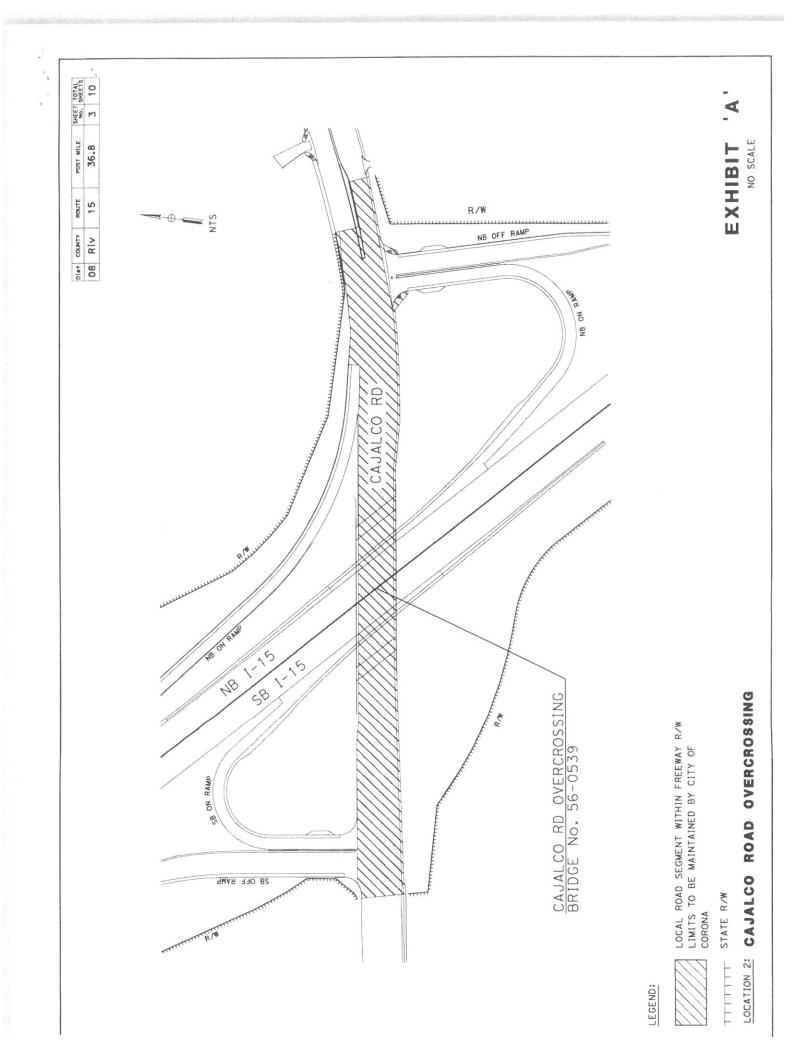
EXHIBIT "A"

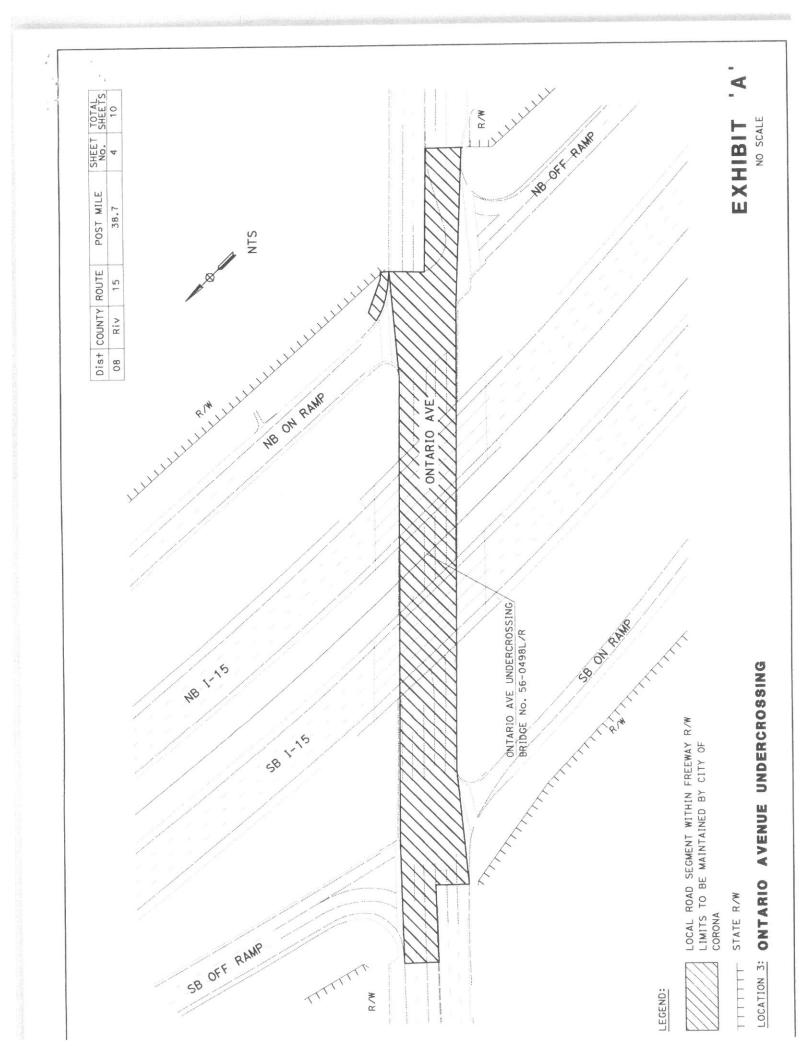
DELEGATION OF MAINTENANCE

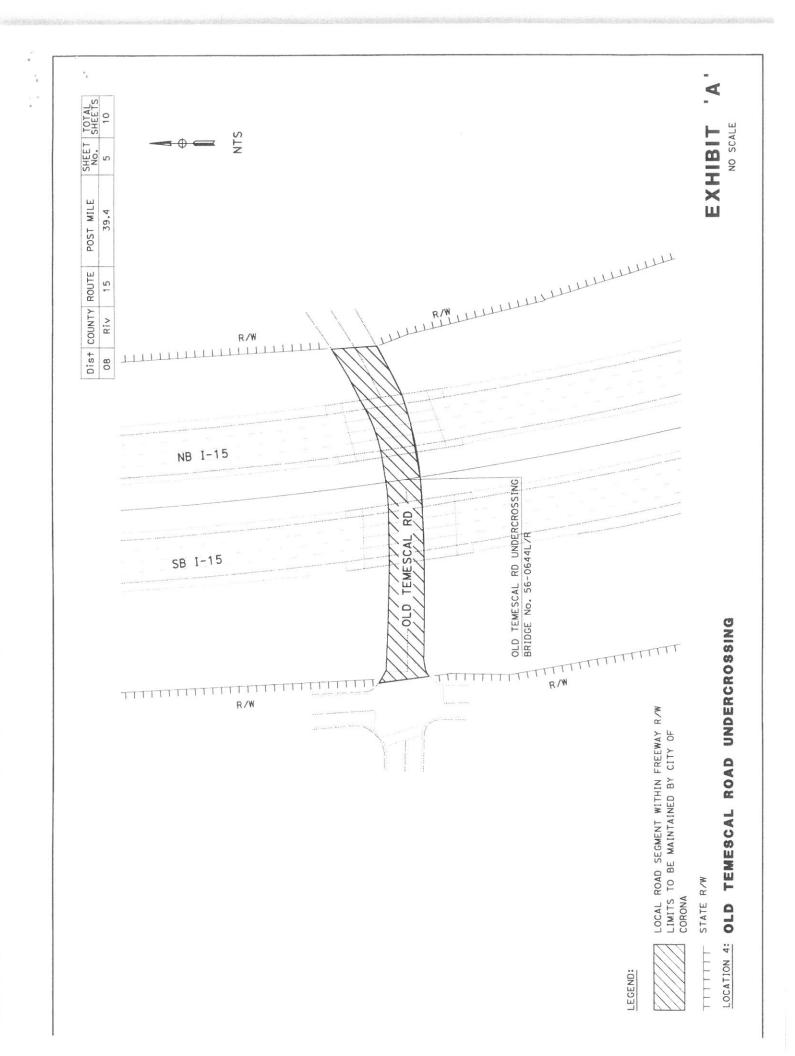
Plan map identifying the applicable I-15 Freeway proper and CITY road(s) and facilities

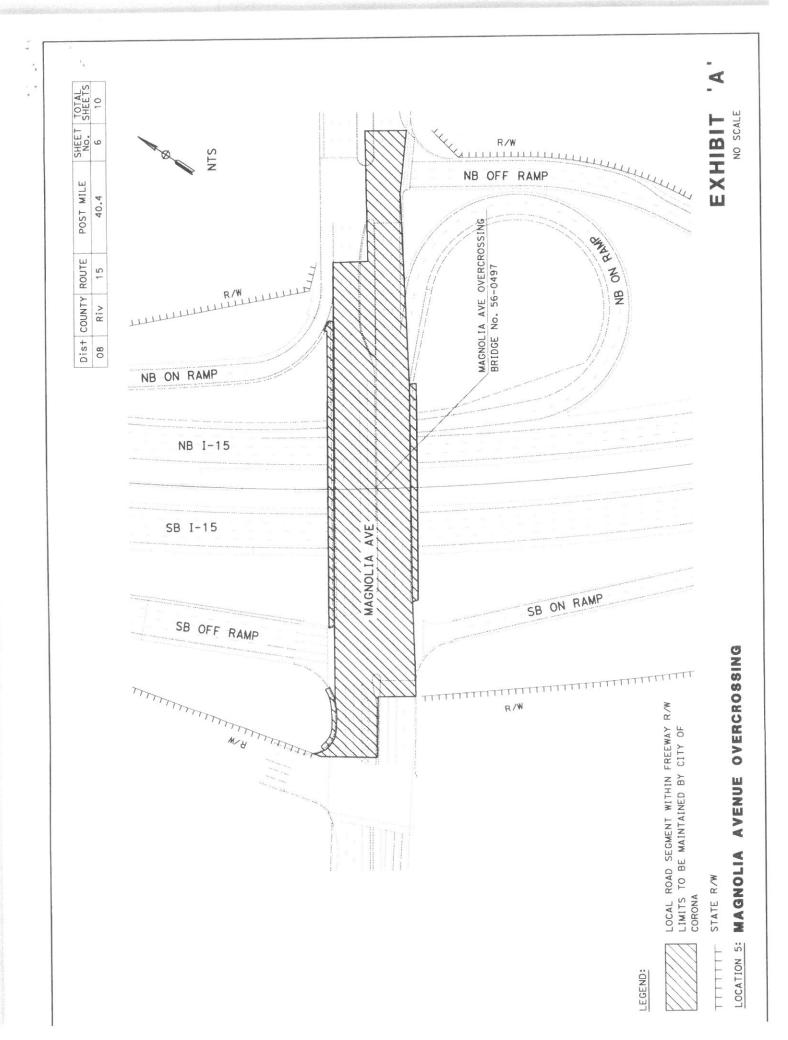


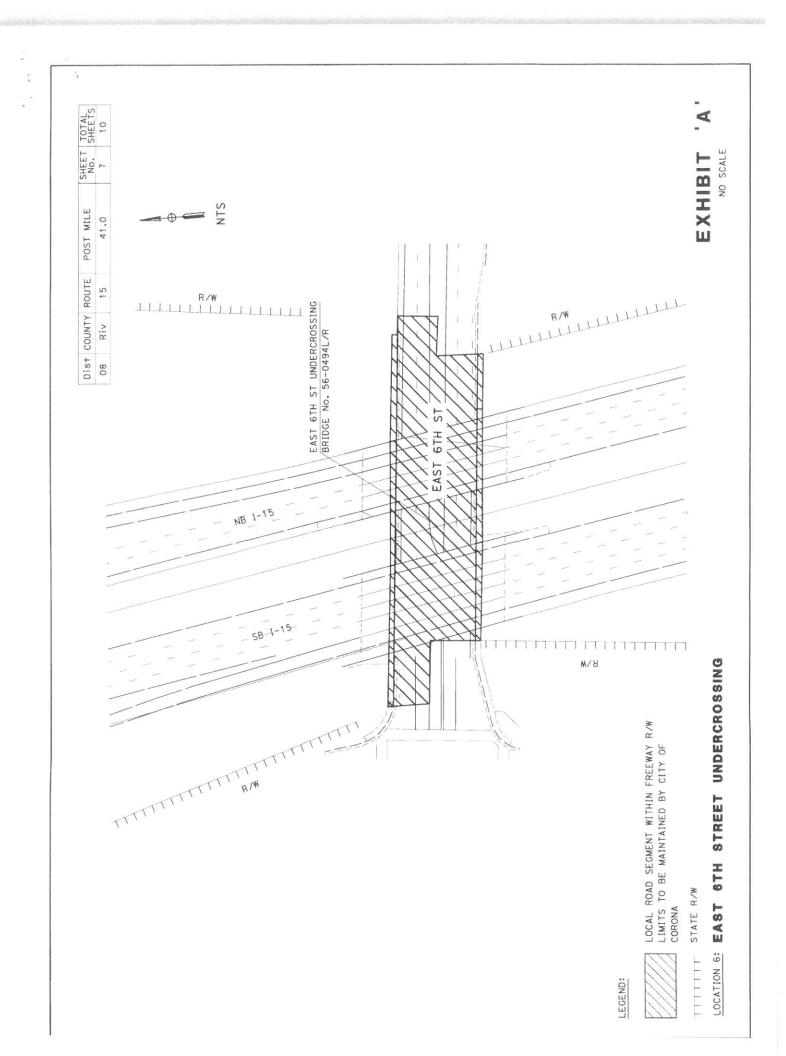


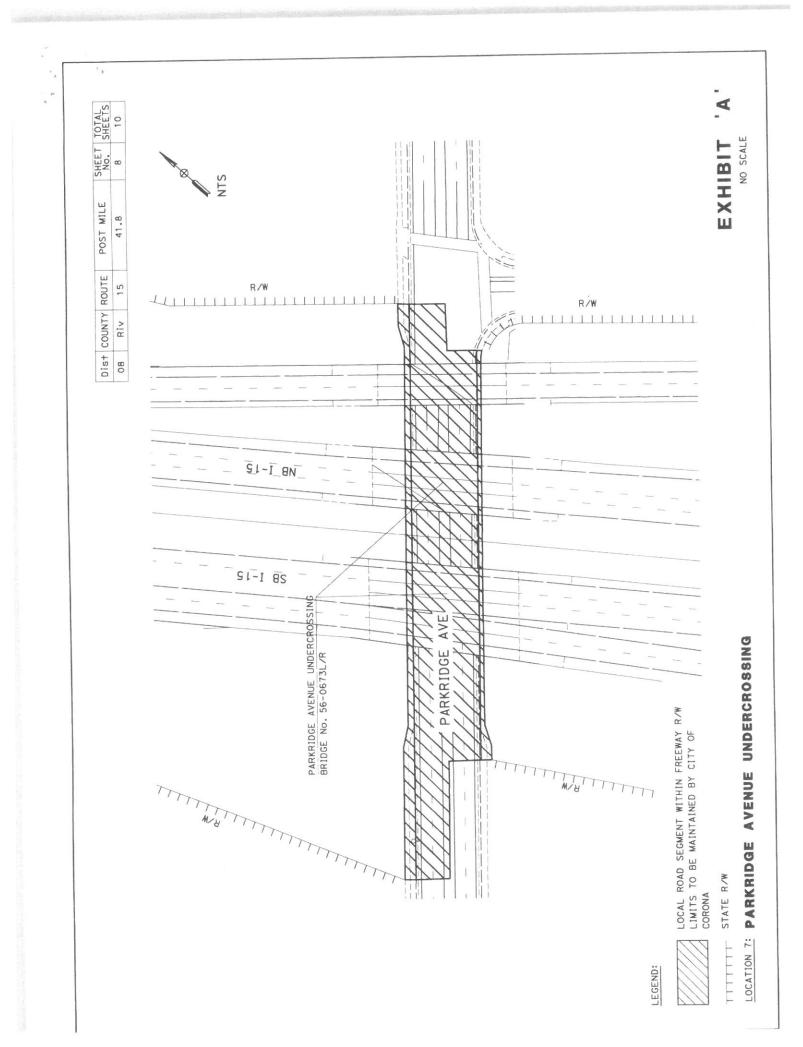


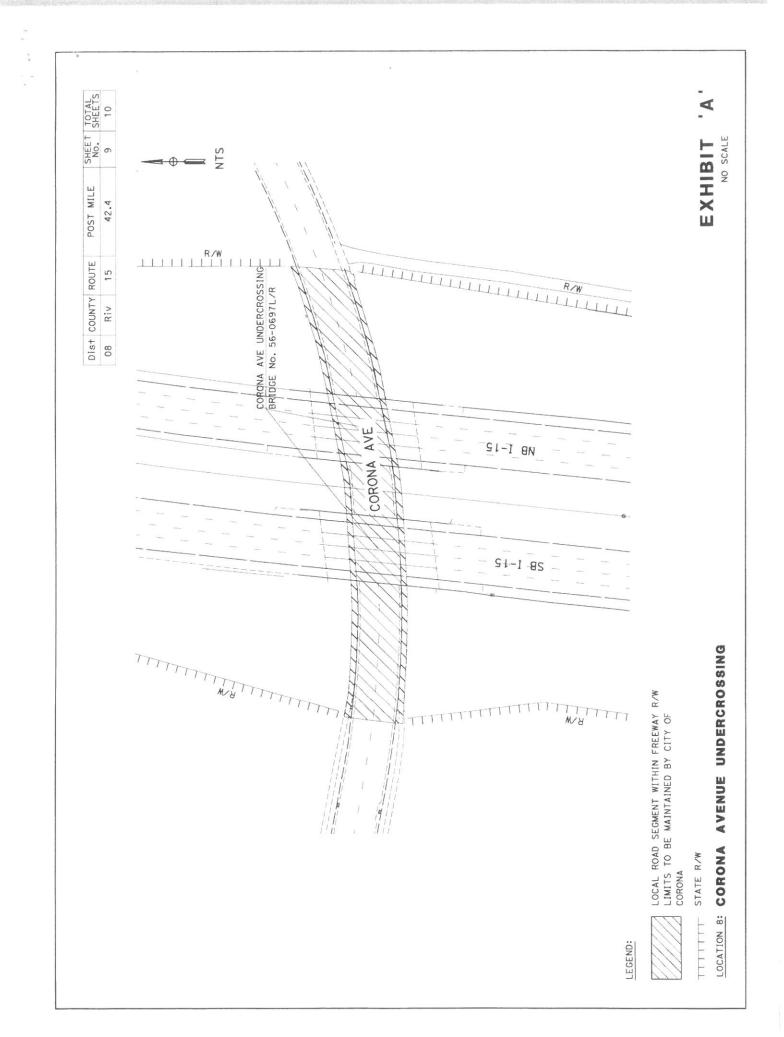












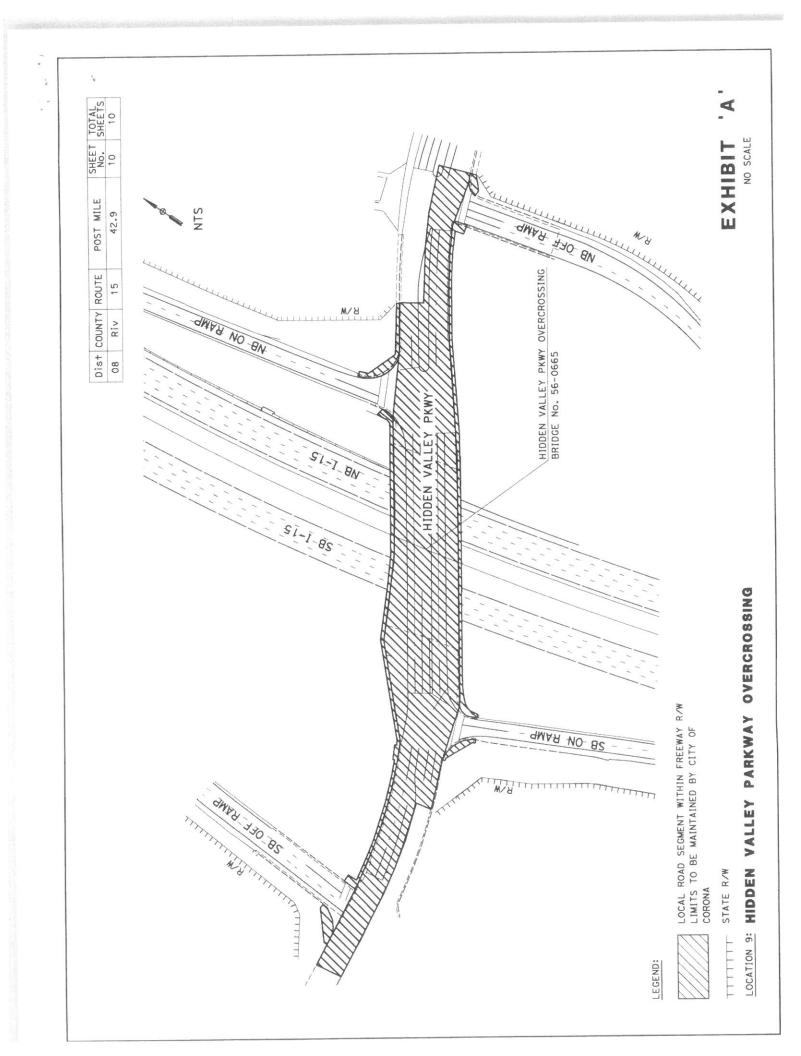


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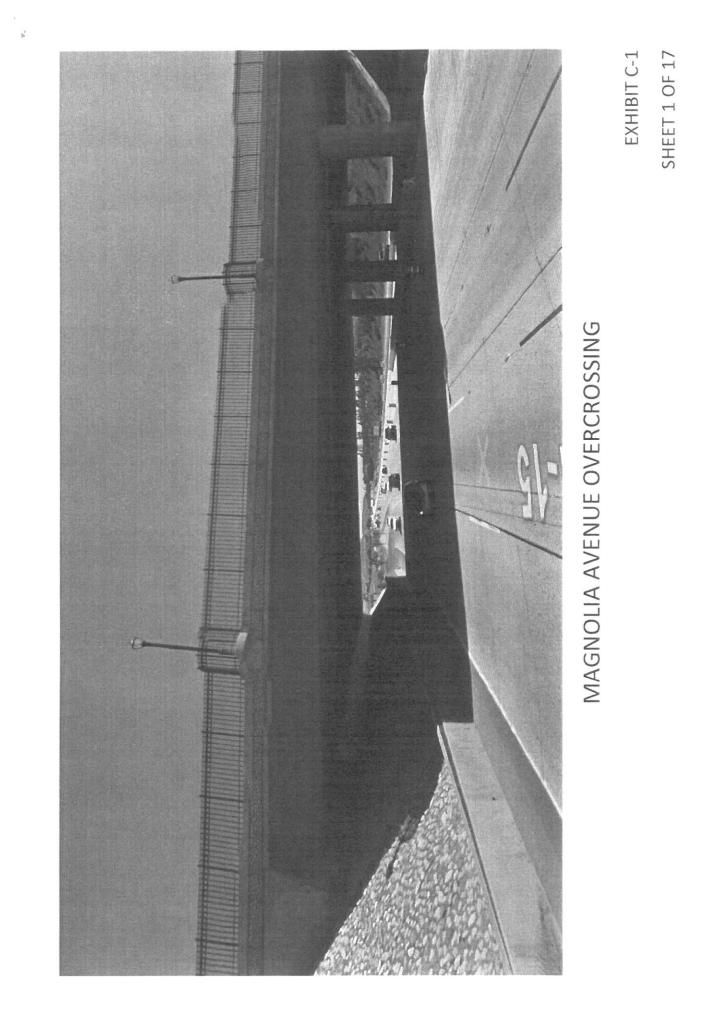
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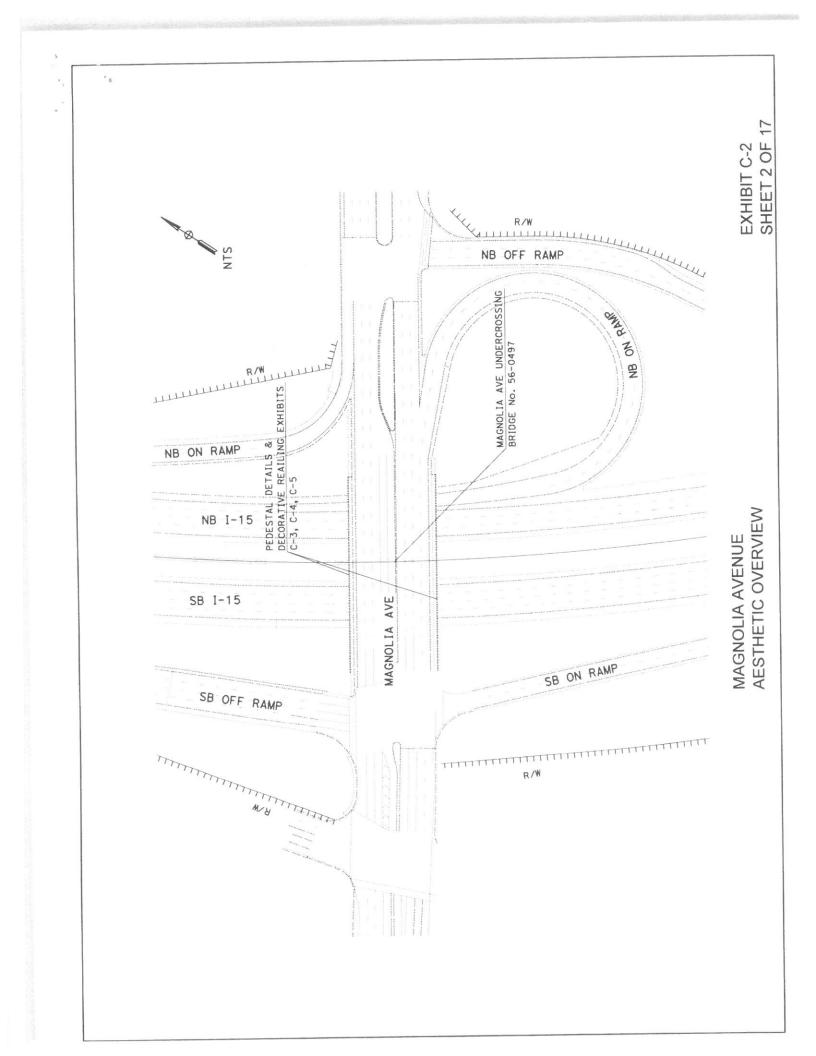
EXHIBIT "C" INDIVIDUAL INFRASTRUCTURE ITEMS TO BE

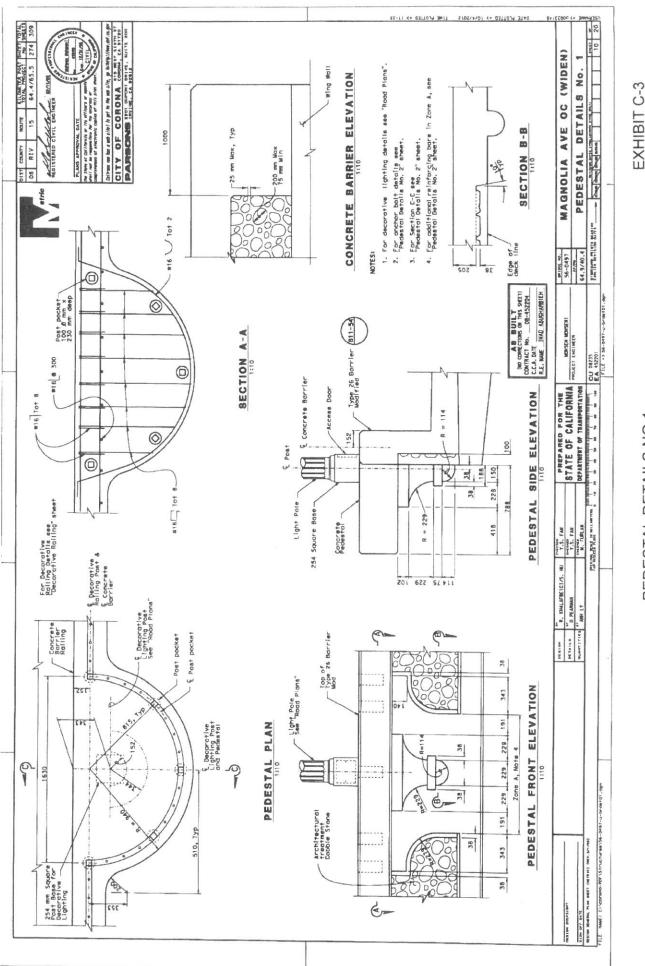
MAINTAINED BY CITY

Exhibit "C" includes:

- Exhibit "C-1" Magnolia Avenue Overcrossing Aesthetic Photo
- Exhibit "C-2" Magnolia Avenue Overcrossing Aesthetic Overview
- Exhibit "C-3" Magnolia Avenue Overcrossing Pedestal Details No. 1
- Exhibit "C-4" Magnolia Avenue Overcrossing Pedestal Details No. 2
- Exhibit "C-5" Magnolia Avenue Overcrossing Decorative Railing
- Exhibit "C-6" Cajalco Road Overcrossing Aesthetic Photo
- Exhibit "C-7" Cajalco Road Overcrossing Aesthetic Overview
- Exhibit "C-8" Cajalco Road Overcrossing Ornamental Railing Details No. 1
- Exhibit "C-9" Cajalco Road Overcrossing Ornamental Railing Details No. 2
- Exhibit "C-10" Cajalco Road Overcrossing Pedestal Details No. 1
- Exhibit "C-11" Cajalco Road Overcrossing Pedestal Details No. 2
- Exhibit "C-12" Cajalco Road Overcrossing Architectural Treatment Details No. 1
- Exhibit "C-13" Cajalco Road Overcrossing Architectural Treatment Details No. 2
- Exhibit "C-14" Cajalco Road Overcrossing Architectural Treatment Details No. 3
- Exhibit "C-15" Cajalco Road Overcrossing Architectural Treatment Details No. 4
- Exhibit "C-16" Cajalco Road Overcrossing Precast Artwork Pilaster Details No. 1
- Exhibit "C-17" Cajalco Road Overcrossing Precast Artwork Pilaster Details No. 2



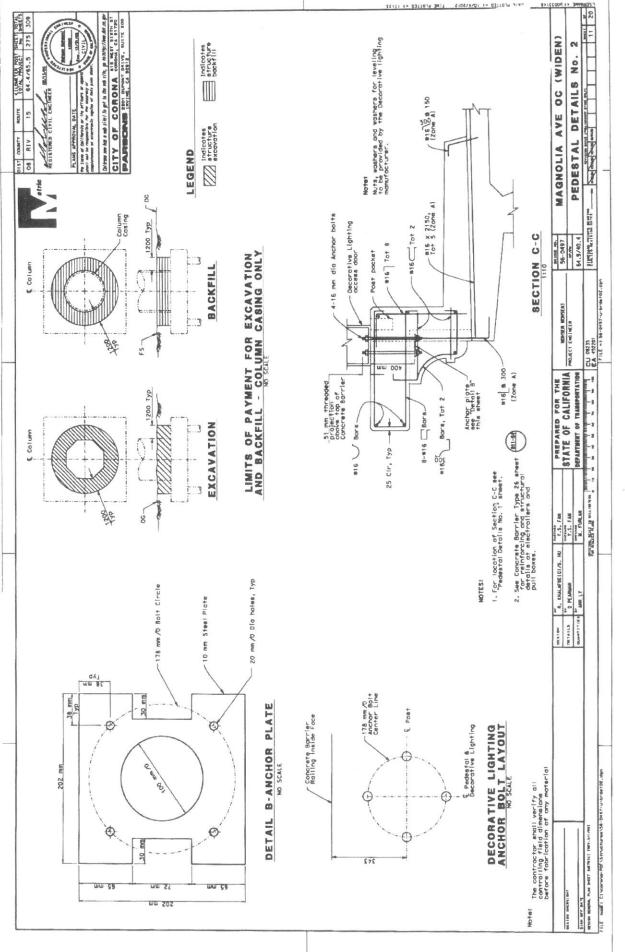




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EXHIBIT C-3 SHEET 3 OF 17

PEDESTAL DETAILS NO.1

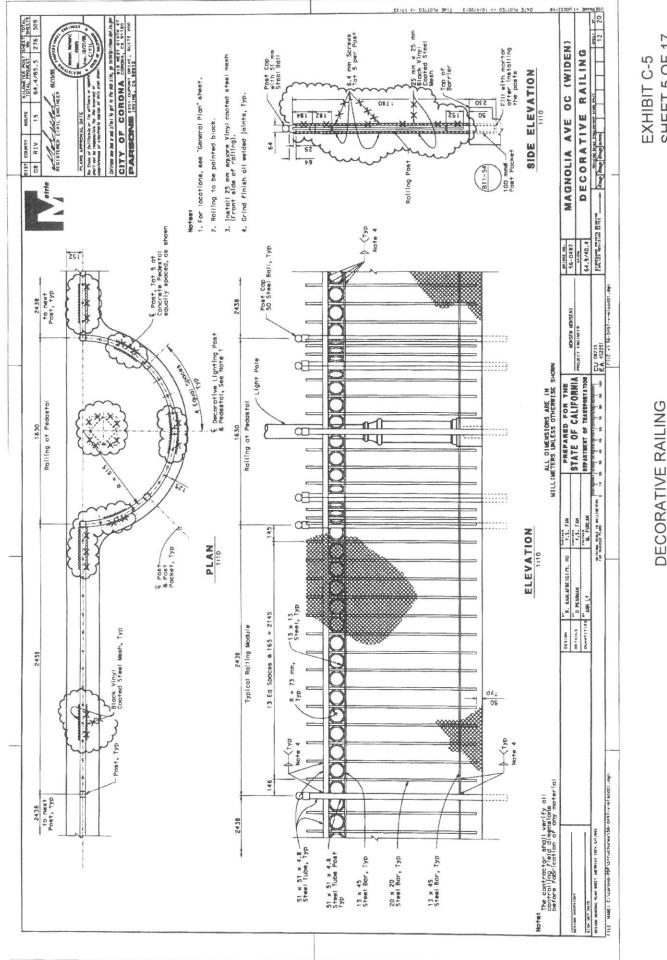


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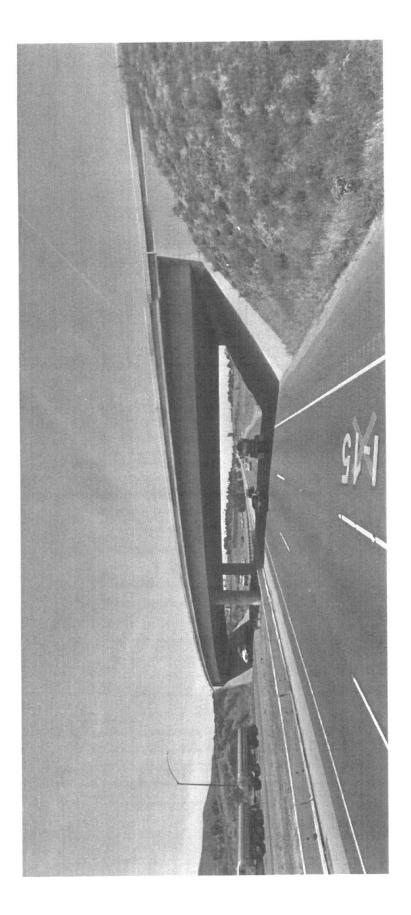
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EXHIBIT C-4 SHEET 4 OF 17

PEDESTAL DETAILS NO. 2



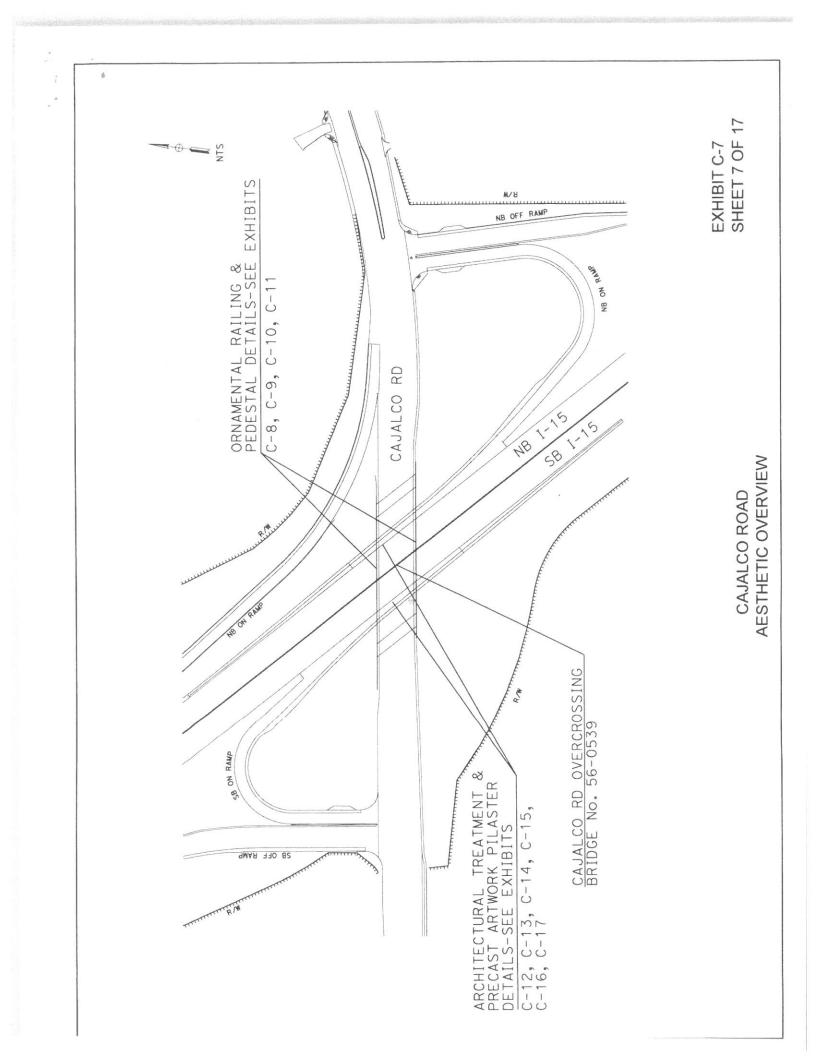
SHEET 5 OF 17

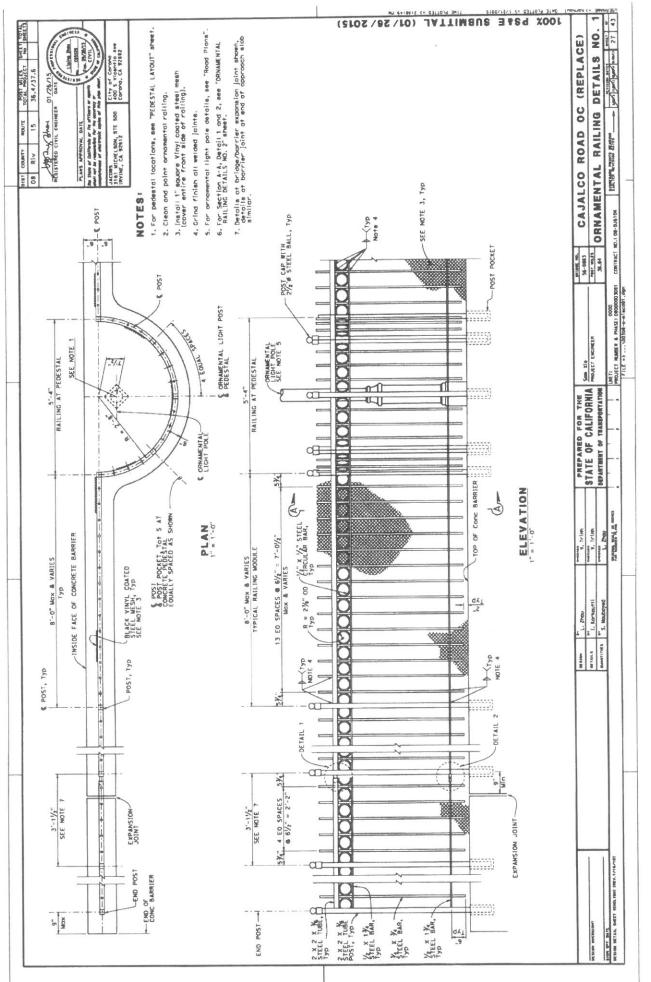


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EXHIBIT C-6 SHEET 6 OF 17

CAJALCO ROAD OVERCROSSING

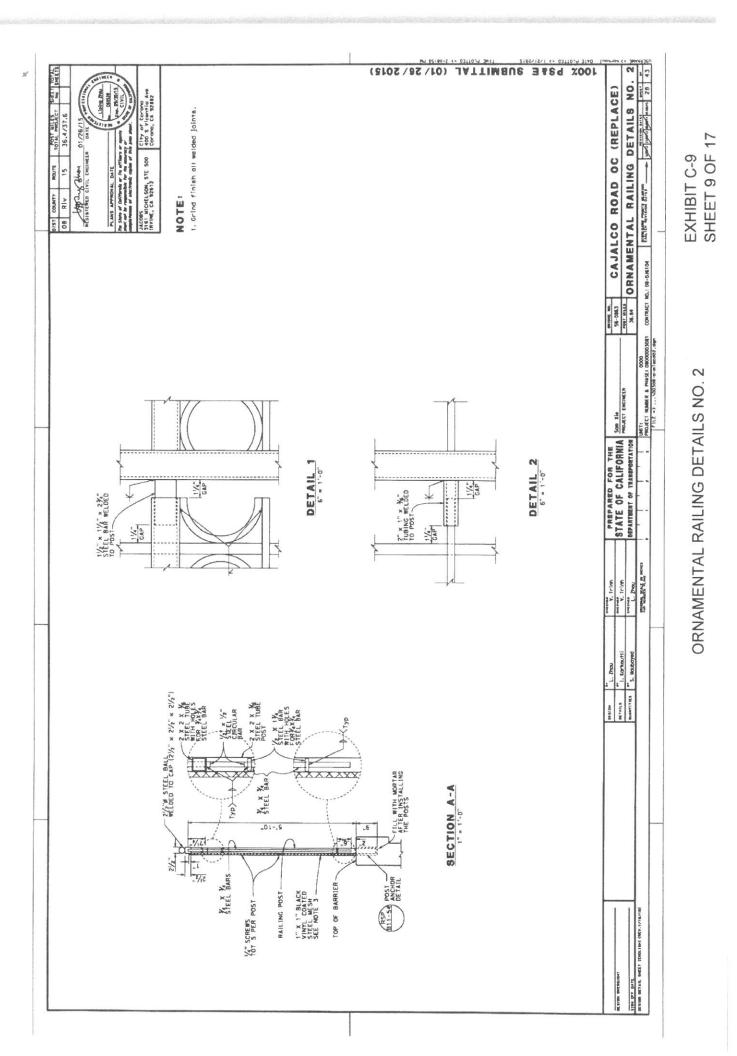




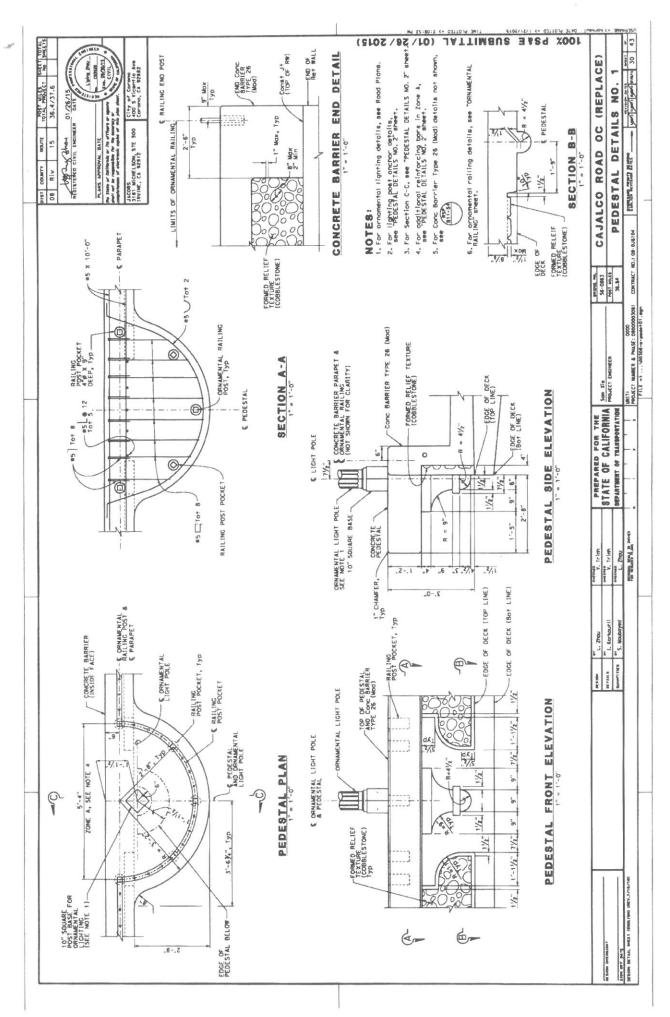
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EXHIBIT C-8

ORNAMENTAL RAILING DETAILS NO. 1



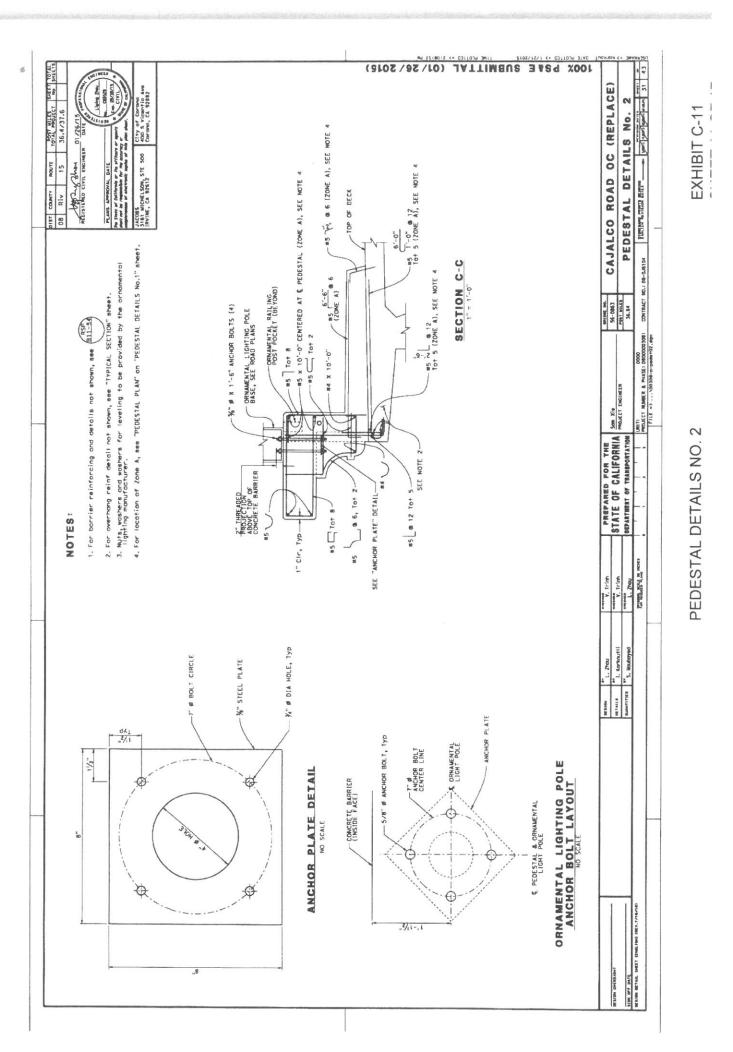
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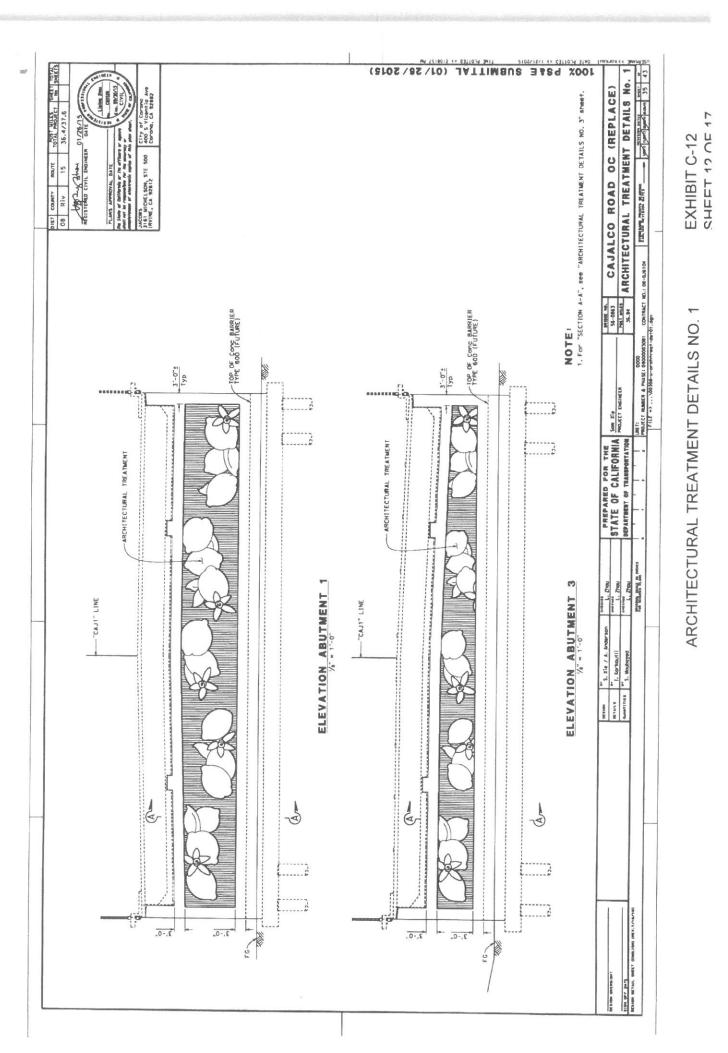
EXHIBIT C-10 SHEET 10 OE 17

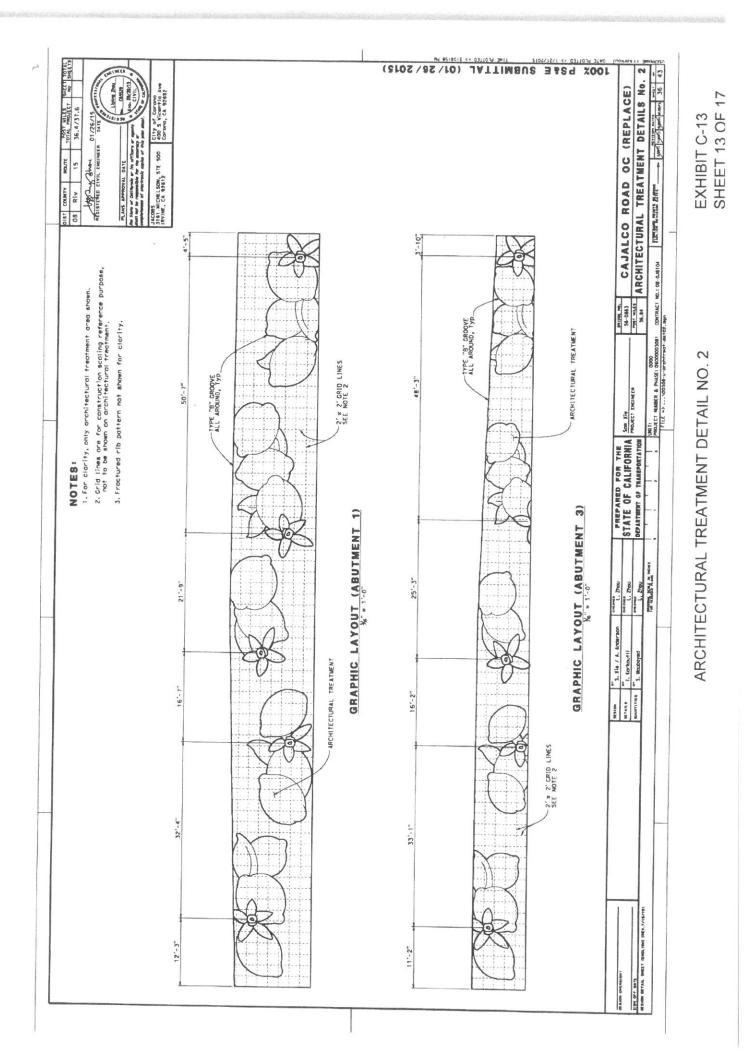
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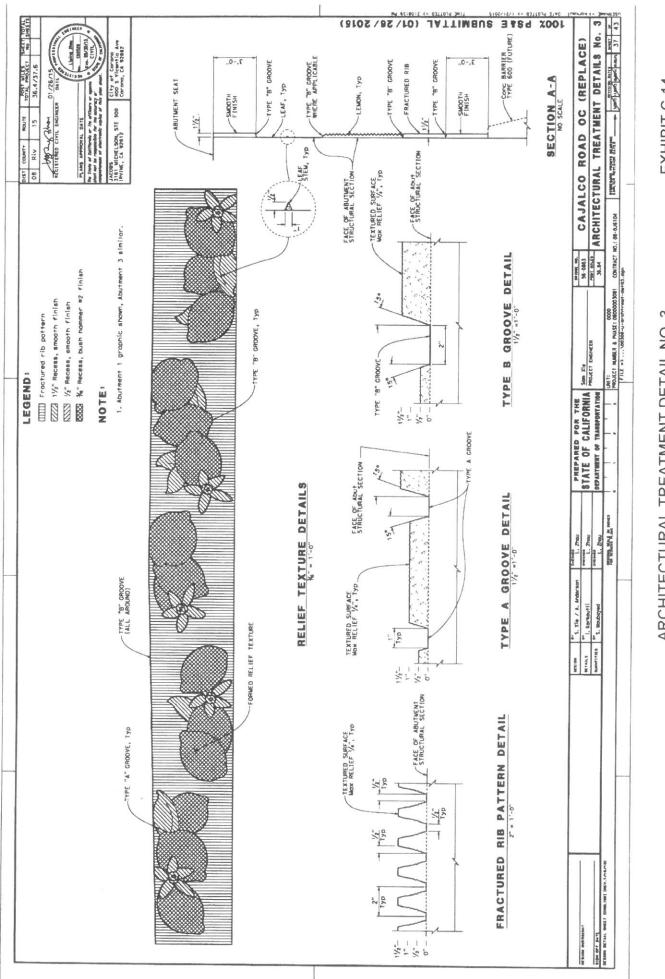


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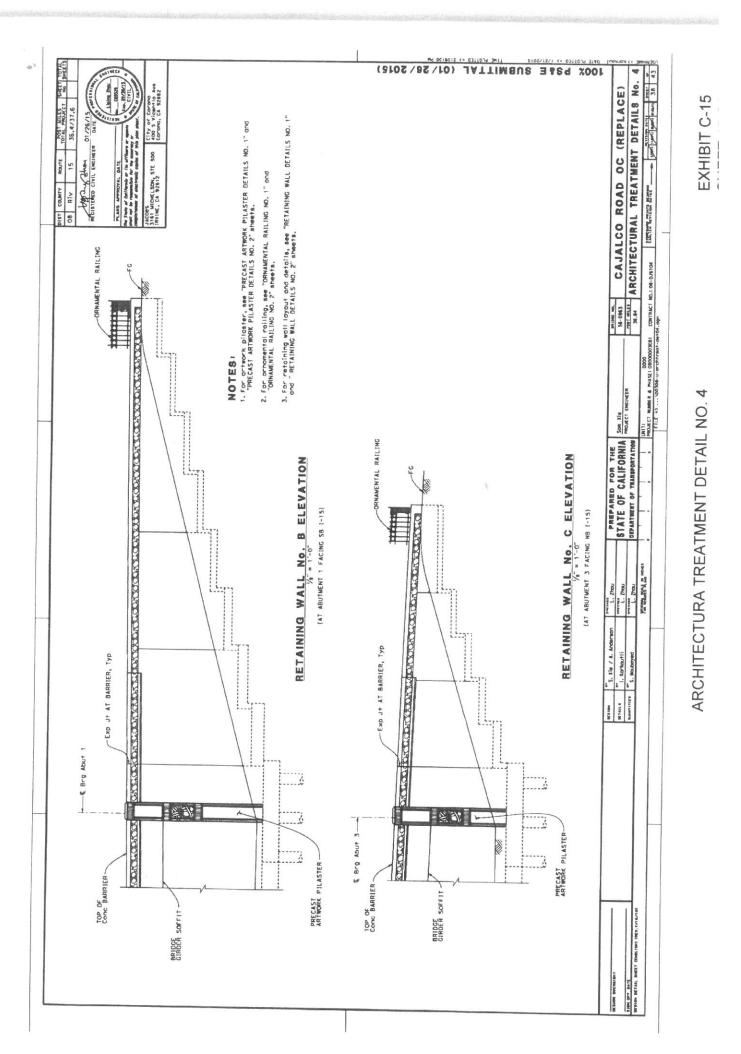




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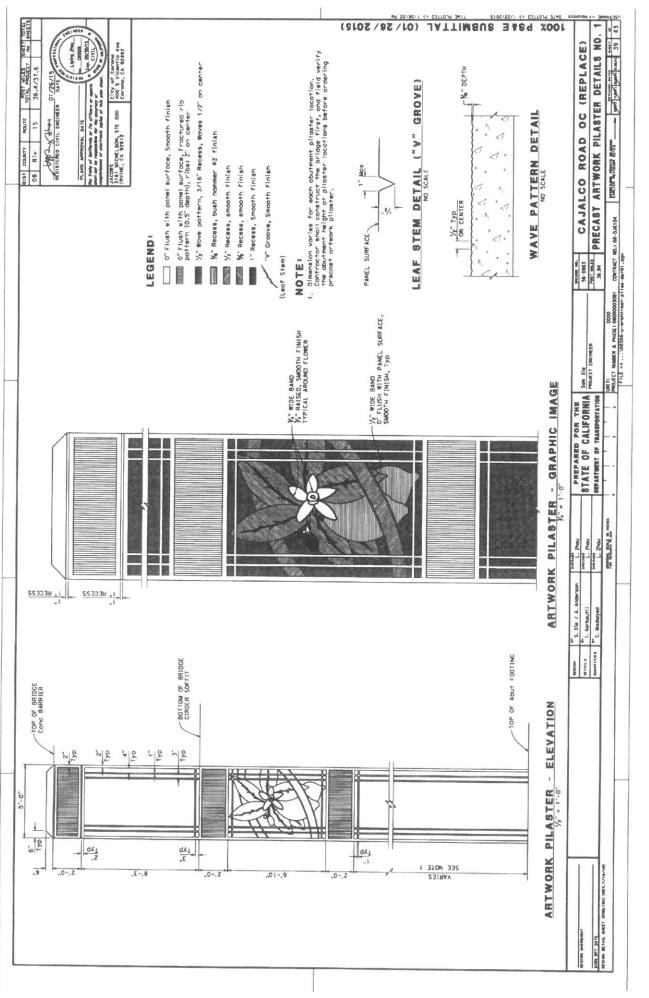
EXHIBIT C-14 -----

ARCHITECTURAL TREATMENT DETAIL NO. 3



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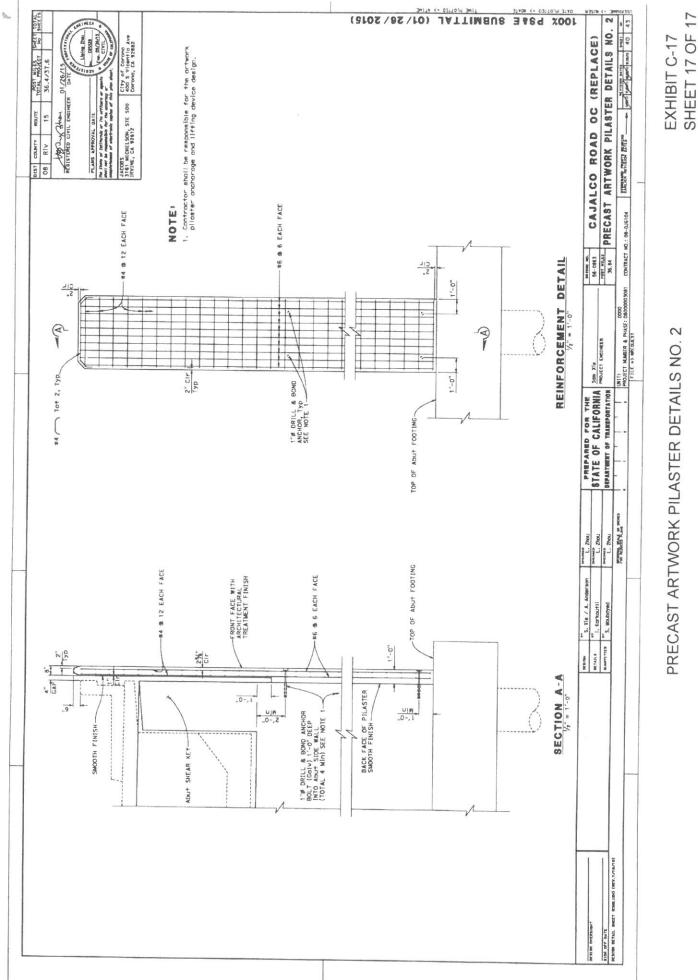
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EXHIBIT C-16

PRECAST ARTWORK PILASTER DETAILS NO. 1



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