

**FREEWAY MAINTENANCE AGREEMENT  
WITH COUNTY OF SAN DIEGO**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE," and the County of San Diego; hereinafter referred to as "COUNTY," and collectively referred to as "PARTIES."

RECITALS:

- A. WHEREAS, on January 16, 2002, a Freeway Agreement (2002 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 125 (SR-125) within the jurisdictional limits of the COUNTY as a freeway; and
- B. WHEREAS, recent adjustments to said freeway have now been completed or are nearing completion under Expenditure Authorization (EA) 288811, and the PARTIES hereto mutually desire to clarify and revise the division of maintenance, as defined in section 27 of the California Streets and Highways Code, and their respective responsibilities as to separation structures and local COUNTY streets and roads, or portions thereof, and landscaped areas lying within or outside those modified freeway limits; and
- C. WHEREAS, pursuant to Section 7 of the above-referenced Freeway Agreement(s), COUNTY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed COUNTY streets, except for those portions adopted as part of the freeway proper.
- D. WHEREAS, this Freeway Maintenance Agreement is intended to clarify the PARTIES' maintenance obligations, as set forth in the 2002 Agreement;
- E. WHEREAS, in the event of a conflict between this Freeway Maintenance Agreement and the 2002 Agreement, this Freeway Maintenance Agreement shall govern;

NOW THEREFORE IT IS AGREED:

1. The PARTIES agree that the Recitals set forth above are true and correct and are incorporated into this Freeway Maintenance Agreement by reference.
2. 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.
3. STATE agrees to continue control and maintenance of those portions adopted as a part of SR-125 proper as shown Exhibit "A."
4. When a 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" for review and approval by COUNTY, which approval shall not unreasonably be denied by COUNTY, which will thereafter supersede the attached original Exhibit "A" and become part of this Agreement.
5. COUNTY and STATE agree to accept their 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 by STATE, the amendment approved by COUNTY, and a new Exhibit "A" substituted and made a part of this Agreement to reflect those changes.
6. COUNTY must obtain the necessary Encroachment Permit(s) from STATE's District 11 Encroachment Permit Office prior to entering STATE right of way to perform COUNTY maintenance responsibilities. The permit(s) will be issued at no cost to COUNTY.
7. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS
  - a) STATE will maintain the structure proper of all STATE-constructed 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 (both vehicular and other) using that undercrossing will be maintained by COUNTY.

- b) COUNTY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between the traveled way portion of the under-roadway surface and the structure that results from modifications to the under 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 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. INTERCHANGE OPERATION

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

#### 9. 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 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, 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, 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, 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, tortious, 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.

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, 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.

e) Prevailing Wage 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.

f) Insurance:

COUNTY agrees to deliver evidence of self-insured coverage in a form satisfactory to STATE, along with a signed copy of the Agreement. If the work performed under this Agreement is done by COUNTY 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 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.

10. TERM OF AGREEMENT - This Agreement shall become effective on the date appearing 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. It being understood and agreed, however, that the execution of this Freeway Maintenance Agreement shall not affect any pre-existing obligations of COUNTY to maintain other designated areas until a written notice from STATE has been issued that work in such areas, which COUNTY has agreed to maintain pursuant to the terms of a Freeway Agreement, has been completed.

*The PARTIES are empowered by Street 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.

**COUNTY OF SAN DIEGO**

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

BY \_\_\_\_\_  
COUNTY Executive

TONY TAVARES  
Director of Transportation

ATTEST:

BY \_\_\_\_\_  
COUNTY Clerk

BY \_\_\_\_\_  
District Division Chief  
Maintenance

APPROVED AS TO FORM AND LEGALITY:

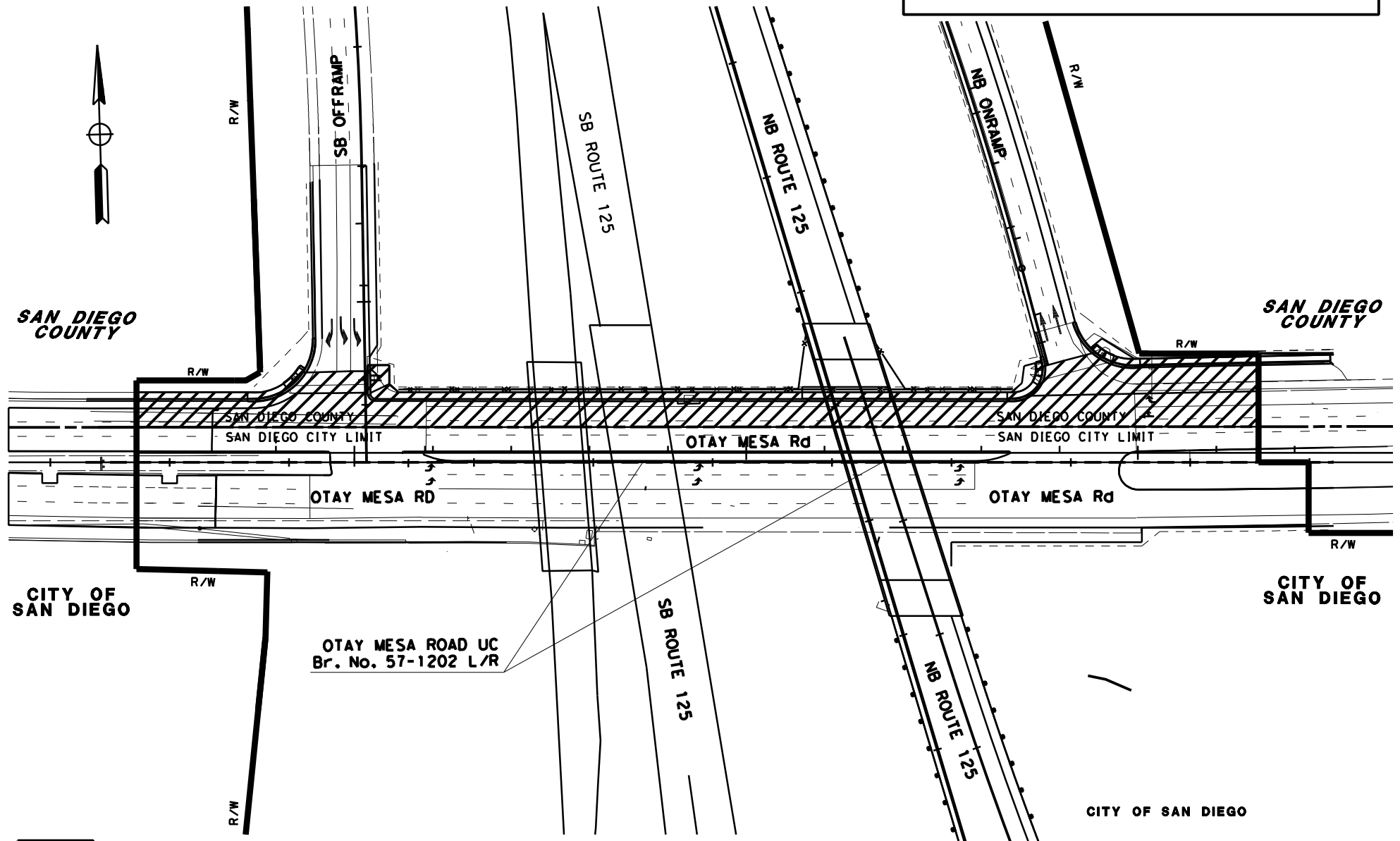
BY \_\_\_\_\_  
Thomas L. Bosworth, Sr. Deputy,  
County of San Diego

# FREEWAY MAINTENANCE AGREEMENT

## EXHIBIT "A"

### SHEET 1 OF 1 SHEETS

DIST.	CO	RTE.	POST MILE
11	SD	125	0.74
FMA 11-8403		3/21/24	



 **AREA WITHIN FREEWAY LIMITS TO BE MAINTAINED BY COUNTY**