

**FREEWAY MAINTENANCE AGREEMENT
WITH
CITY OF FRESNO**

This Freeway Maintenance Agreement (“AGREEMENT”) is made by and between the State of California, acting by and through the Department of Transportation (“STATE”), and the City of Fresno (“LOCAL AGENCY”), a California municipal corporation; each may be referred to individually as a “PARTY,” and jointly as “PARTIES.”

RECITALS

1. WHEREAS, a Freeway Agreement dated April 20, 2023 was executed between LOCAL AGENCY and STATE, to document the understanding between PARTIES regarding the planned traffic circulation features of the State Highway Route (SR) 99 and the adjustments of the local street and road system required for the development of that portion of SR 99 within the jurisdictional limits of the LOCAL AGENCY; and, a plan Map for such freeway was attached to the Freeway Agreement showing the delineation of STATE Highway and LOCAL AGENCY’s streets.
2. WHEREAS, pursuant to the above Freeway Agreement and the attached Map, LOCAL AGENCY will resume control and maintenance over each of the affected relocated or reconstructed LOCAL AGENCY streets, frontage roads, and other STATE constructed local streets, except for those portions adopted as a part of the freeway proper.
3. WHEREAS, the PARTIES executed a prior Freeway Maintenance Agreement dated May 27, 1992. This AGREEMENT supersedes the prior Freeway Maintenance Agreement.
4. WHEREAS, PARTIES hereto mutually desire to clarify and define the PARTIES respective division of maintenance, and responsibilities as to their respective Right of Way (ROW) and towards STATE HIGHWAY SYSTEM (SHS) facilities that include but are not limited to.
 - Vehicular Undercrossing
 - Vehicular Overcrossings
 - Non-vehicular Overcrossings
 - Non-vehicular Undercrossing
 - Walls- Retaining Walls, Columns, Soundwalls
 - Landscaped Areas
 - Screening
 - Interchange Operation
 - Bicycle Paths
5. State Highway System (SHS) Facilities.

Categories of SHS facilities covered under this AGREEMENT may include but are not limited to the following which are specifically identified in Exhibit A:

- **Vehicular overcrossings and bridges over STATE right of way:** These overcrossings are roadways constructed over and situated within State ROW supported by the deck, superstructure, and substructure (“Vehicular Overcrossings and Appurtenant Structures”).
- **Non-vehicular pedestrian and bicycle overcrossings and bridges:** These overcrossings are pedestrian/bicycle path(s) and structures constructed over and within STATE ROW (“Non-Vehicular Overcrossings” (NVOC)).
- **Vehicular and Non-vehicular undercrossing(s):** These undercrossings are roadway(s) or non-vehicular pathways crossing under STATE ROW and appurtenant structures situated within STATE ROW.
- **Walls- Sound walls, Retaining walls:** These improvements include structural components of embankments and noise- reduction structures constructed within STATE ROW.
- **Landscaped areas:** These areas include hardscaping, planting, vegetation and related landscaping improvements situated within STATE ROW outside of the fenced control area.
- **Screening:** This includes fencing installed on a bridge safety barrier to protect the safety of the traveling public.

6. Definitions of Facility Components.

- A. **Deck surface** (wearing surface) – The surface of a bridge deck for vehicular, pedestrian, and bicycle traffic over the SHS (e.g., roadway surface).
- B. **Deck** – The structural component of a bridge that supports and is below the deck surface (wearing surfaces) and above the superstructure.
- C. **Superstructure** – Structural portions of a bridge supported by bridge columns/piers which are located below the deck.
- D. **Substructure** – Structural components of a bridge that support the superstructure and distribute the load to bridge footings and foundations.
- E. **Bridge rails and posts** – Portions of a bridge attached to the bridge deck and deck surface on overcrossings.
- F. **Structural/Roadway Drainage Facilities** – Any facility that provides drainage to any location, including but not limited to, culverts, wing walls, drains, drain inlets, gutters, curbs, and inlet grates.
- G. **Lighting** – Electrical lamps and light posts installed within State ROW that facilitate safe passage of traveling public.
- H. **Signage** – Signs that provide any traffic related guidance.

OPERATIVE PROVISIONS

1. **Prior Freeway Maintenance Agreements.** This AGREEMENT supersedes the PARTIES' prior Freeway Maintenance Agreement dated May 27, 1992.
2. **Maintenance Standards.** PARTIES shall perform all maintenance in compliance with the standards set forth in Streets and Highways Code section 27, and in accordance with California laws, regulations and STATE standards, including STATE'S Maintenance Manual, Code of Safe Operating Practices, policies, procedures and specifications in effect and as amended. "Maintain" or "maintenance" under this AGREEMENT includes routine inspections of all structures and facilities, repairs, cleaning, replacements, and improvements, if necessary.
3. **Control of Streets/Roads.** STATE is not responsible for maintaining, repairing, improving or replacing any property or improvements that do not constitute part of the State Highway System (SHS). STATE agrees to continue control those portions adopted as a part of SR 99 Freeway proper as shown in Exhibit A which is attached to and made a part of this AGREEMENT. PARTIES agree to their respective maintenance responsibility towards SHS facilities as specified in this AGREEMENT.
4. **Revising Exhibits.** When another planned future improvement has been constructed and/or a minor revision has been affected within the limits of the freeway herein described. PARTIES can revise this maintenance agreement by mutually amending, replacing, or providing additional pages to the exhibits that have to be signed by authorized representatives of PARTIES. No formal amendment to the body of the Agreement will be necessary. The revised exhibit will thereafter supersede the previous exhibit and become part of this Agreement.
5. **Amendment to Agreement.** Except as provided in the preceding section concerning exhibit amendments, the terms of this AGREEMENT can be changed only by a formal written amendment executed by all PARTIES.
6. **Successors.** This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES and their respective successors-in-interest including, any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits. If the successor city or municipality fails to accept the obligations of the LOCAL AGENCY by entering into a new agreement with STATE, LOCAL AGENCY shall continue to be contractually bound by the terms of this AGREEMENT.
7. **Encroachment Permits.** Before LOCAL AGENCY may enter STATE ROW to install any encroachment or perform any maintenance or work in the areas covered by this AGREEMENT, LOCAL AGENCY must first apply for and obtain an encroachment permit(s) from the STATE's District 06 Encroachment Permit Office as per STATE's EP policy. LOCAL AGENCY must apply for and obtain additional encroachment permits, if necessary, to enter or perform any work within STATE ROW not covered

by this AGREEMENT. An encroachment permit issued by the STATE will be at no cost to LOCAL AGENCY.

8. **Overcrossings (Vehicular and Non-vehicular).** STATE and LOCAL AGENCY shall maintain Overcrossings respectively as follows:

- A. STATE shall inspect and maintain at STATE's expense, the structural components of the Overcrossing(s) which include the deck, superstructure, and substructure.
- B. LOCAL AGENCY shall perform all maintenance, inspections, repair, replace or complete other improvements necessary to maintain the safety of the following components of the Overcrossing:
 - 1. Deck and road/street surface(s) installed on the deck;
 - 2. Structural Drainage facilities;
 - 3. All portions of the overcrossing structure situated on and above the bridge deck, including but not limited to lighting, sidewalks, LOCAL AGENCY signs, bike paths, pavement overlays, bridge rails and posts, pavement markings, striping, and improvements for compliance with the Americans with Disabilities Act (ADA); and
 - 4. Other improvements that may be constructed above or on the bridge deck with STATE's prior written approval.
- C. LOCAL AGENCY, at LOCAL AGENCY's expense, shall remove all graffiti and legally remove and dispose of all debris and trash from the facilities described in this Section. Any graffiti that resembles or is on a mural, artwork, paintings, or other similar elements may not be removed without first consulting and obtaining approval from the STATE's District 06 Transportation Art Coordinator.
- D. Unsheltered Encampments. LOCAL AGENCY shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the overcrossing, subject to STATE's Encampment Removal policy, MPD 1001 R1 and applicable State and Federal law.

Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Overcrossings.

- E. Screening. LOCAL AGENCY is not responsible for maintaining screening that STATE installs on STATE freeway overcrossings pursuant to Streets and Highways Code section 92.6

9. **Undercrossings (Vehicular and Non-Vehicular).** STATE and LOCAL AGENCY shall maintain Undercrossing(s) respectively as follows:

- A. STATE shall inspect and maintain, at STATE's expense, the structural components of the Undercrossing(s) including deck, deck surfaces, superstructure, substructure, structural drainage facilities and undercrossing facilities and improvements.
- B. LOCAL AGENCY, at LOCAL AGENCY's expense, shall inspect, maintain, repair, replace, or complete other improvements necessary to maintain the safety of the facilities noted below:
 - 1. LOCAL AGENCY's improved and unimproved roadway sections, including but not limited to road surfaces, shoulders, curbs, sidewalks, gutters and wall surfaces;
 - 2. Roadway drainage facilities;
 - 3. All portions above the LOCAL AGENCY's improved and unimproved roadway facilities, including but not limited to lighting, sidewalks, local signs, bike paths, pavement markings, and posts, striping, and improvements for compliance with the ADA; and
 - 4. Other improvements that may be constructed on the improved or unimproved roadway section(s) with STATE's prior written approval.
- C. Graffiti Removal. LOCAL AGENCY, at LOCAL AGENCY's sole cost and expense, shall remove all graffiti from the locations shown on Exhibit A. LOCAL AGENCY is solely responsible for ensuring that any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements shall not be removed without the written authorization of STATE. Graffiti removal must protect air and water quality as required by law. LOCAL AGENCY shall conform to the terms stated in STATE's Maintenance Manual, Volume 1, Family D Chapter, D1.06.
- D. Unsheltered Encampments. LOCAL AGENCY shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the undercrossing, subject to STATE's Encampment Removal policy, MPD 1001 R1 and applicable State and Federal law.

Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Overcrossings.

- 10. **Walls, Columns. Retaining wall and Soundwalls.** LOCAL AGENCY shall remove debris, trash, and graffiti and clean and paint any walls, soundwalls and similar structures on the sides facing LOCAL AGENCY's streets/roadways. Any graffiti on a mural, artwork, paintings, or other similar elements may not be removed without prior consultation with and approval from the STATE's District 06 Transportation Art Coordinator.

11. **Bicycle, Pedestrian Paths, Lanes and trails (TRAIL).**

- A. LOCAL AGENCY is solely responsible for, and will maintain, TRAIL and all its related facilities including, but not limited to: paving, supportive structural components, aggregate base shoulder, retaining walls, bridges (of any sort), all railings, bollards, storm water control measures, all fences, guard railing, drainage facilities, and slope and structural adequacy of bicycle/pedestrian TRAIL and any plantings or other types of roadside development installed as part of PROJECT located and constructed within LOCAL AGENCY jurisdiction in STATE's right of way.
- B. In addition, LOCAL AGENCY will provide a safe facility for bicycle and pedestrian travel along the entire length of the TRAIL by providing sweeping and debris removal when necessary. LOCAL AGENCY will maintain all signing and striping, electrical facilities (solar or otherwise), and pavement markings required for the direction and operation of that non-motorized facility.
- C. Failure by LOCAL AGENCY to maintain TRAIL as per the terms of this Agreement will amount to a breach of the terms of the Encroachment Permit and this Agreement and subject to the remedies stated in the Encroachment Permit.
- D. LOCAL AGENCY, at LOCAL AGENCY's expense, shall remove all graffiti and remove and legally dispose of all debris and trash from TRAIL. Any graffiti that resembles or is on a mural, artwork, paintings, or other similar elements may not be removed without prior consultation with and approval from the STATE's District 06 Transportation Art Coordinator.
- E. LOCAL AGENCY shall perform routine structural and maintenance inspections and repair, replace or complete other improvements necessary to ensure the TRAIL retain their integrity for the safety of the public using this/these structure(s) and travelers using State right of way.

12. **Landscaped Areas.** LOCAL AGENCY is responsible for the maintenance of any plantings or other types of roadside improvements installed and owned by LOCAL AGENCY as permitted encroachments lying inside and outside of freeway right-of-way as shown in Exhibit A. LOCAL AGENCY shall restrict walk-on access to the freeway.

13. **Street Lightings.** LOCAL AGENCY at its sole expense is responsible to maintain all streetlights installed and owned by LOCAL AGENCY as permitted encroachments within the State's right of way including, but not limited to, ground mounted poles, conduits, and pull boxes.

14. Legal Relations and Responsibilities.

A. No Third-Party Beneficiaries.

This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the operation and maintenance of STATE highways and LOCAL AGENCY facilities different from the standard of care imposed by law.

B. Indemnification.

Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE in connection with any work, authority or jurisdiction conferred upon STATE pursuant to this AGREEMENT. To the fullest extent permitted by law, STATE, shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by STATE, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.

Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY pursuant to this AGREEMENT. To the fullest extent permitted by law, LOCAL AGENCY, shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.

C. Prevailing Wages and Labor Code Compliance. LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the LOCAL AGENCY's work under this AGREEMENT.

D. Insurance.

Self-Insured- LOCAL AGENCY is self-insured. LOCAL AGENCY shall deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury and property damage liability, in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess, as may be amended as the minimum liability coverage limits codified in the State's Standard Specifications, by delivering a Letter Certifying Self-

Insurance. The Letter of Self-Insurance must be substantially in the form of Exhibit B, and identify the AGREEMENT number, and location as depicted in Exhibit A. LOCAL AGENCY shall provide the original Letter Certifying Self-Insurance as a condition to STATE's execution of this AGREEMENT. A copy of the original letter shall be attached to this AGREEMENT as Exhibit B.

Self-Insured- using Contractor. If the work performed under this AGREEMENT is done by LOCAL AGENCY's contractor(s), LOCAL AGENCY 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 and property damage liability, naming 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, as may be amended as the minimum liability coverage limits codified in the State's Standard Specifications. LOCAL AGENCY will provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE as a condition to STATE's execution of this AGREEMENT.

15. **Default.** If a PARTY fails to perform obligations assumed under this Agreement, the non-defaulting PARTY may by written notice request that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails or refuses to do so, the non-defaulting PARTY may complete the obligations and seek reimbursement from the defaulting PARTY who shall pay the invoice within thirty (30) calendar days. If there is an immediate threat to maintain the structural integrity of, or prevent imminent danger of destruction to, the NVOC, either PARTY may perform necessary maintenance or remedial measures to maintain the structural integrity and/or prevent destruction of the NVOC without notice or delay.
16. **Cost.** Any PARTY who is assigned obligation under this AGREEMENT shall complete them at their own costs, unless expressly stated otherwise in this AGREEMENT.
17. **Termination.** This Agreement may be terminated by the mutual written consent of each PARTY.
18. **Effective Date.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT.
19. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority, as required. A true and correct copy of the local resolution or ordinance has been provided to the STATE.

20. **Electronic Signatures.** Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT and shall have the same force and effect as manual signatures for this AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Georgeanne A White Date
City Manager

By: _____
Jason Miao, Acting Date
Deputy District Director,
Maintenance and Operations

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Jennifer M. Quintanilla Date
Senior Deputy City Attorney

ATTEST:
AMY K. ALLER
Interim City Clerk

By: _____
Deputy Date

Attachments:
Exhibit A
Exhibit B

EXHIBIT A

FREEWAY MAINTENANCE AGREEMENT FOR ROUTE 99

MAINTENANCE LOCATIONS

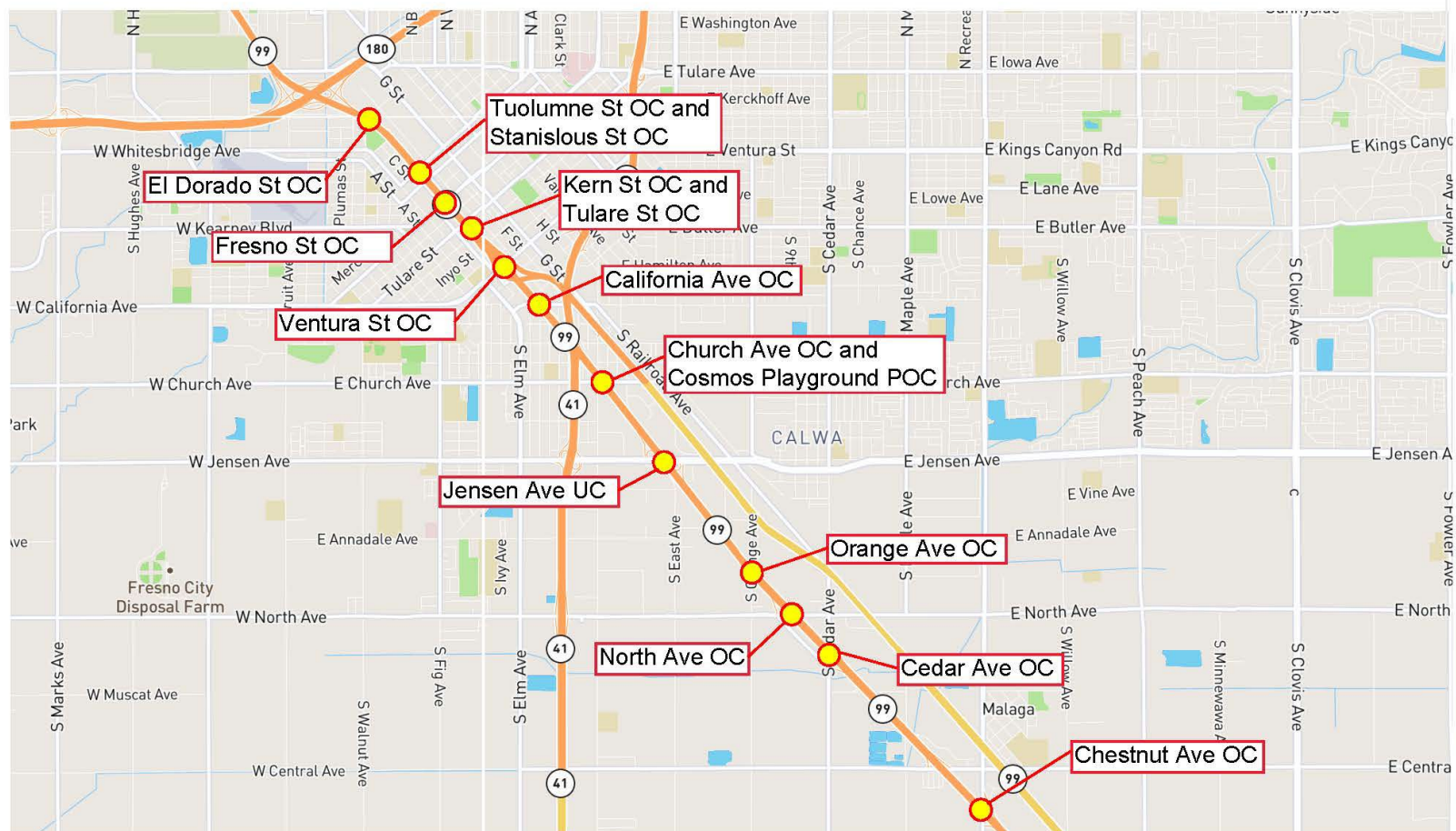


EXHIBIT A

FREEWAY MAINTENANCE AGREEMENT FOR ROUTE 99

MAINTENANCE LOCATIONS

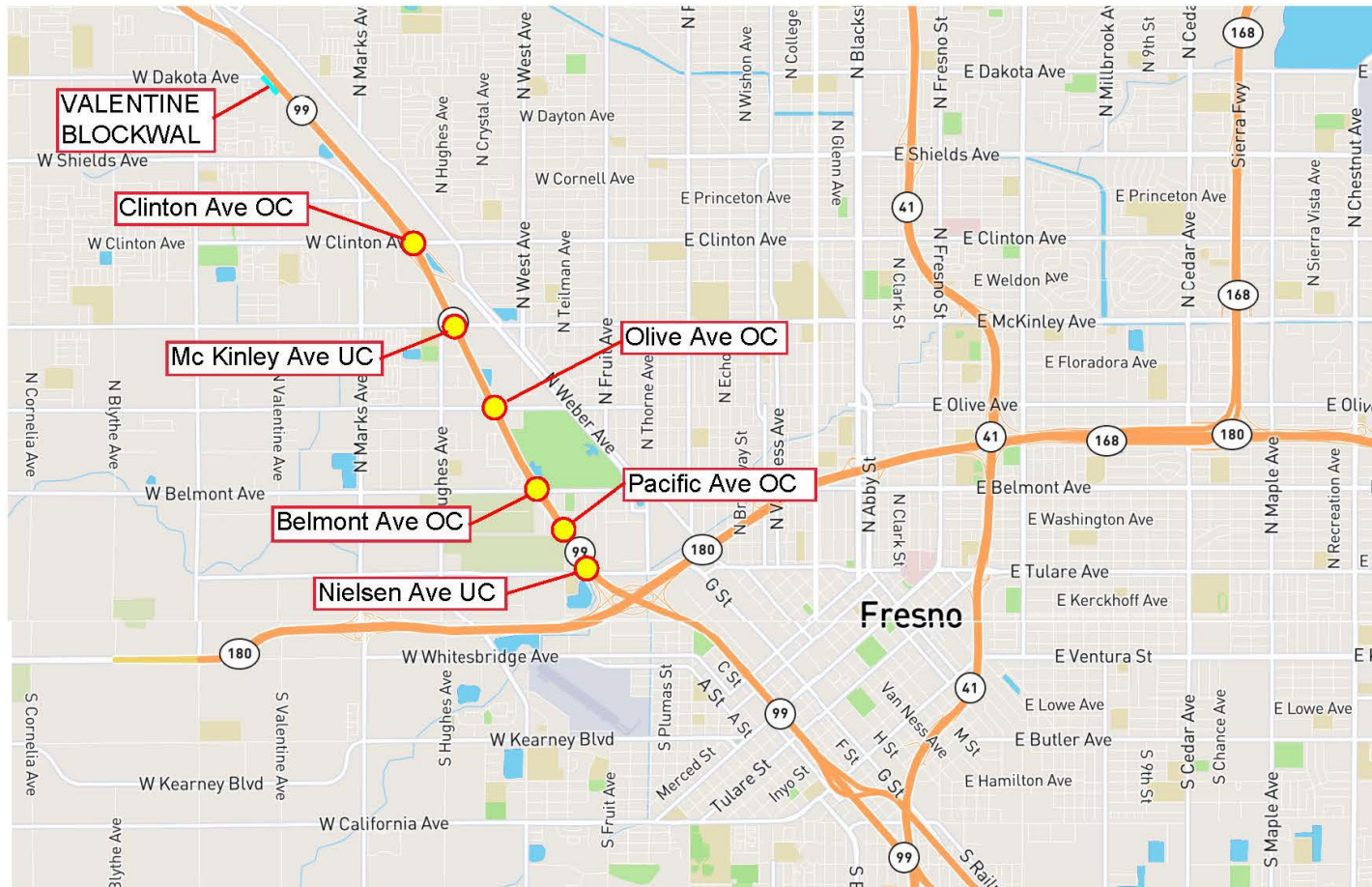


EXHIBIT A

FREEWAY MAINTENANCE AGREEMENT FOR ROUTE 99

MAINTENANCE LOCATIONS



EXHIBIT A

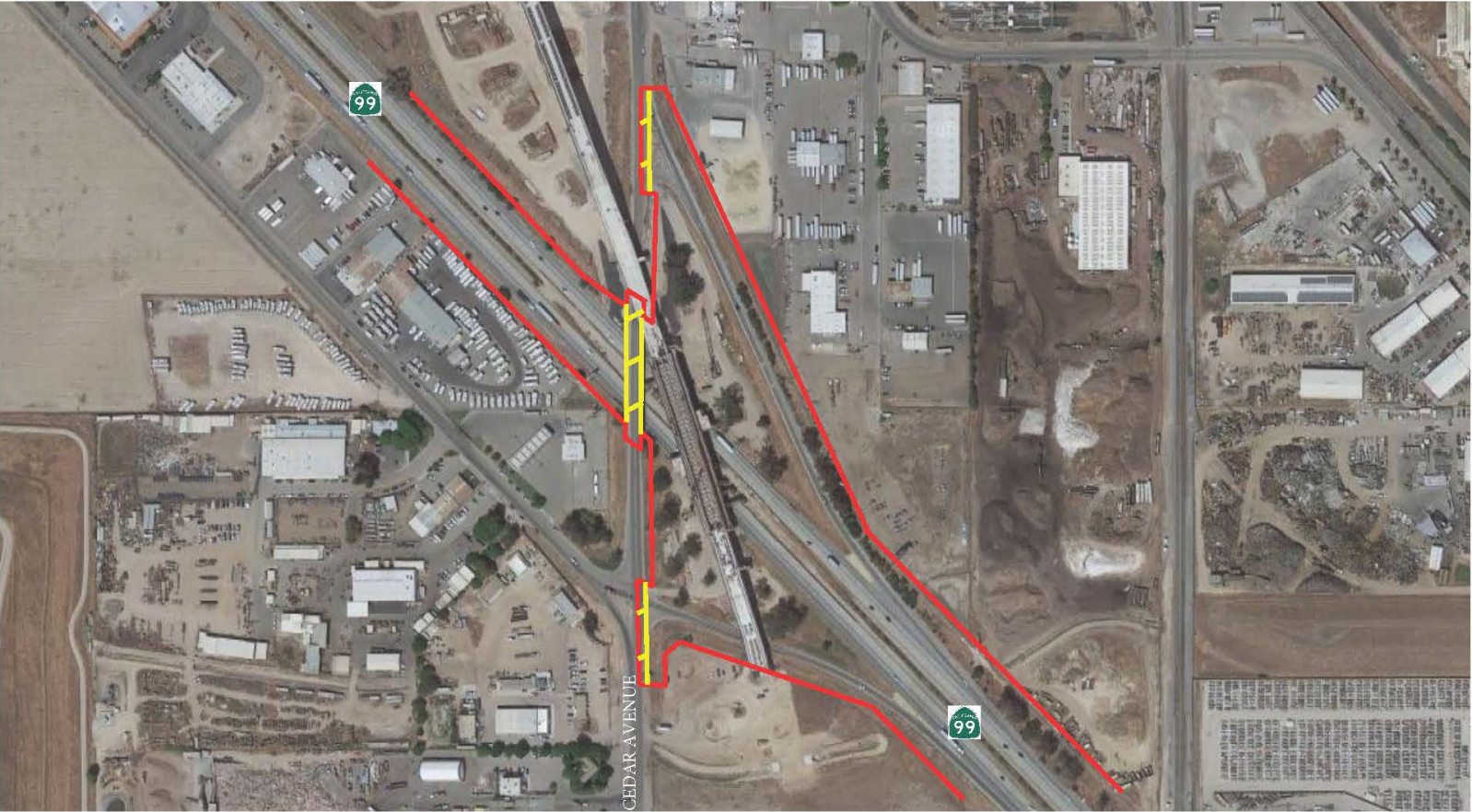
CHESTNUT AVE OC
Br. 42-0206, PM 15.49



- RIGHT OF WAY LINE
- CITY OF FRESNO/COUNTY OF FRESNO BOUNDARY
- AREA TO BE MAINTAINED BY CITY (INCLUDING SIDEWALKS AND CURB RAMPS)

EXHIBIT A

CEDAR AVE OC
Br. 42-209, PM 16.93

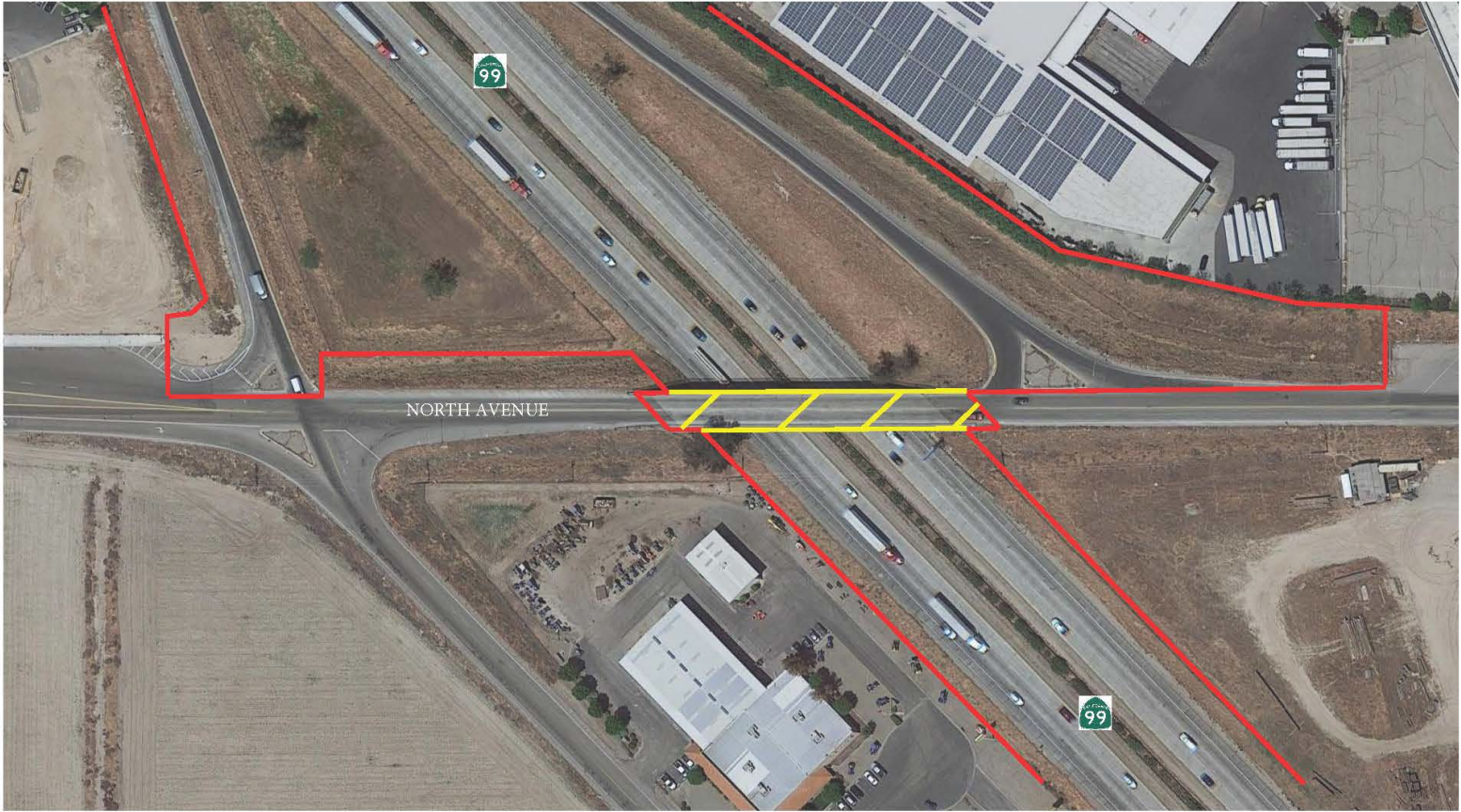


RIGHT OF WAY LINE

AREA TO BE MAINTAINED BY CITY (INCLUDING SIDEWALKS AND CURB RAMPS)

EXHIBIT A

NORTH AVE OC
Br. 42-210, PM 17.26



RIGHT OF WAY LINE

AREA TO BE MAINTAINED BY CITY (INCLUDING SIDEWALKS AND CURB RAMPS)

EXHIBIT A

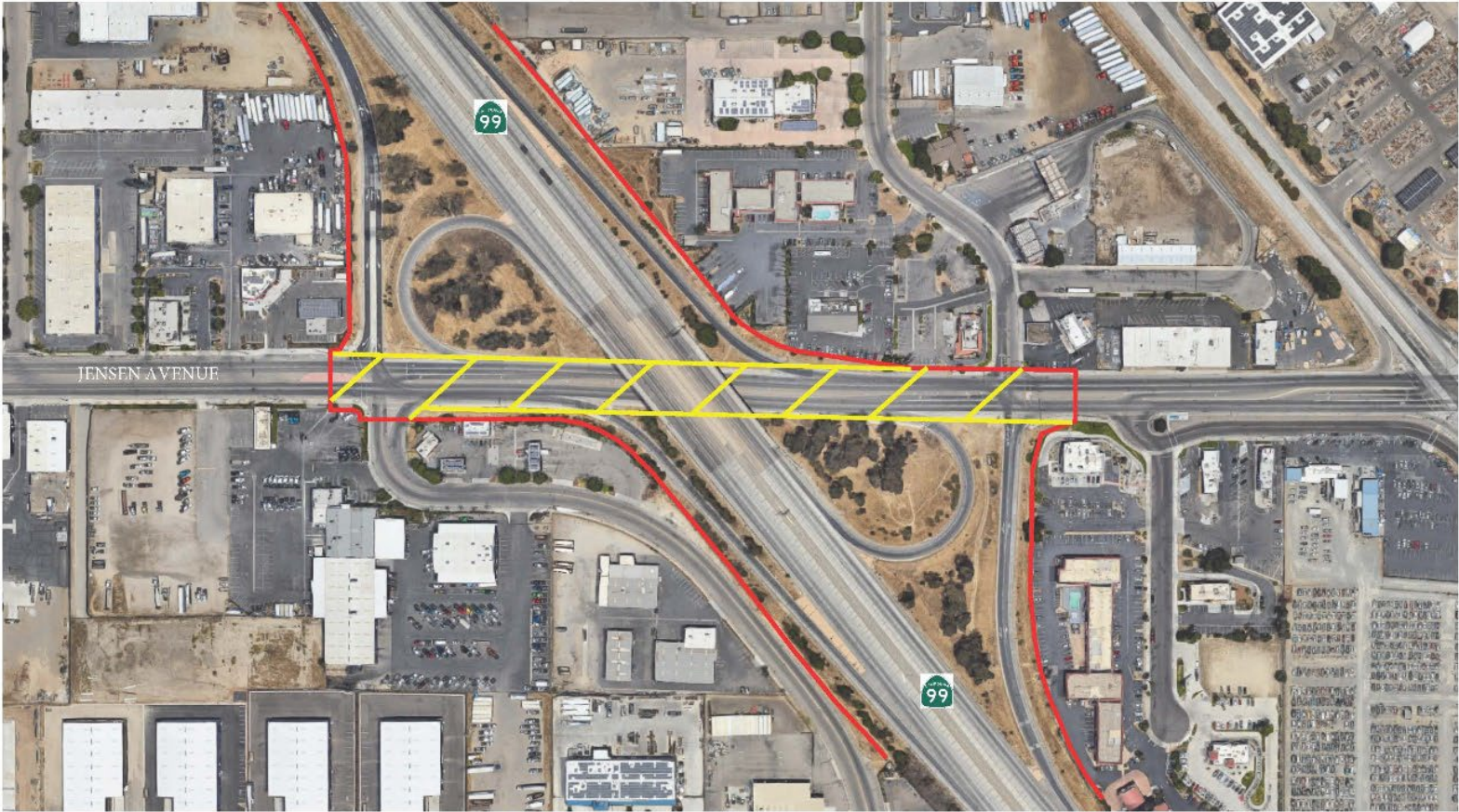
ORANGE AVE OC
Br. 42-211, PM 17.65



- RIGHT OF WAY LINE
- AREA TO BE MAINTAINED BY CITY

EXHIBIT A

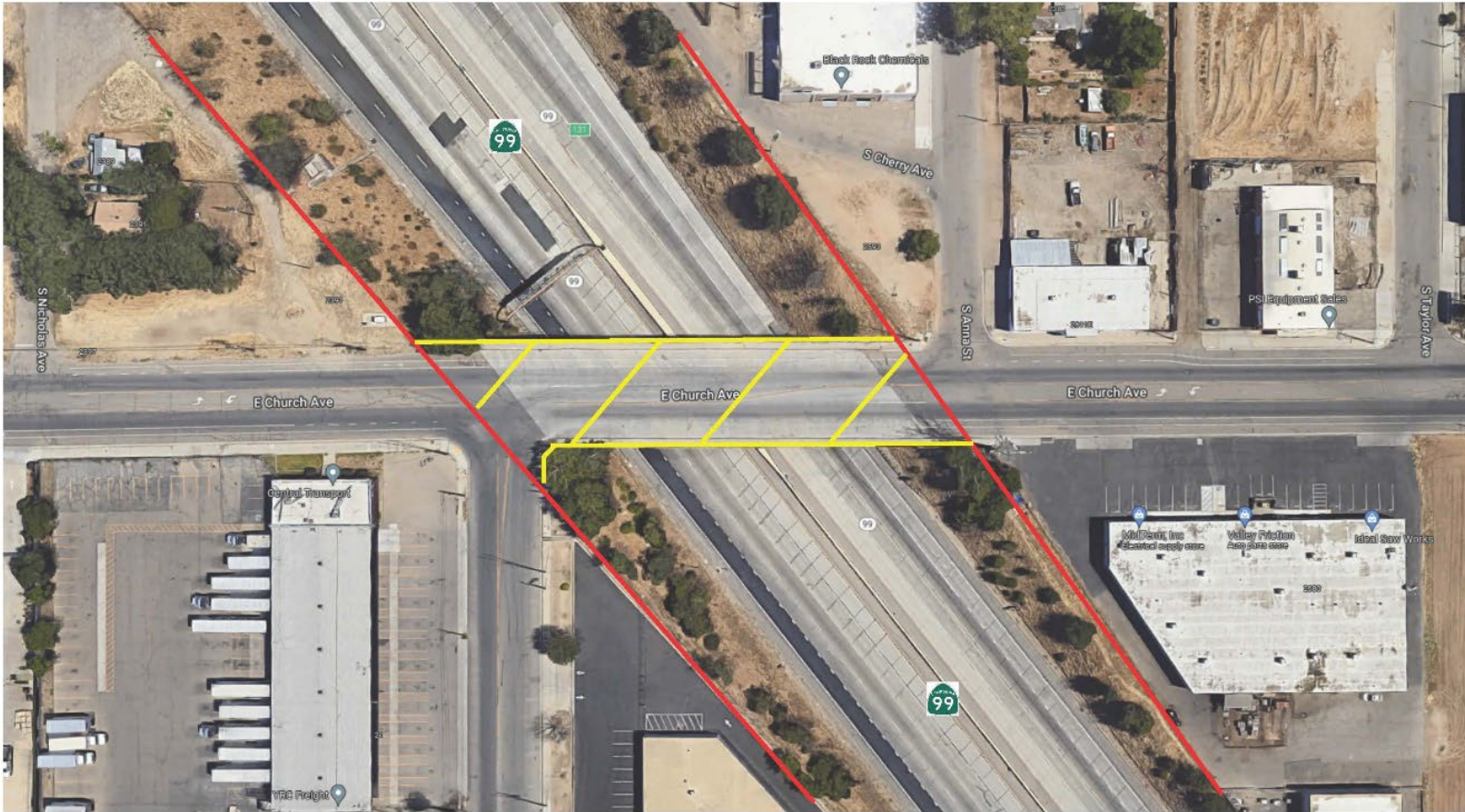
JENSEN AVE UC
Br. 42-213, PM 18.54



- RIGHT OF WAY LINE
- AREA TO BE MAINTAINED BY CITY (INCLUDING SIDEWALKS AND CURB RAMPS)

EXHIBIT A

CHURCH AVE OC
Br. 42-214, PM 19.20



- RIGHT OF WAY LINE
- ▨ AREA TO BE MAINTAINED BY CITY (INCLUDING SIDEWALKS AND CURB RAMPS)

EXHIBIT A

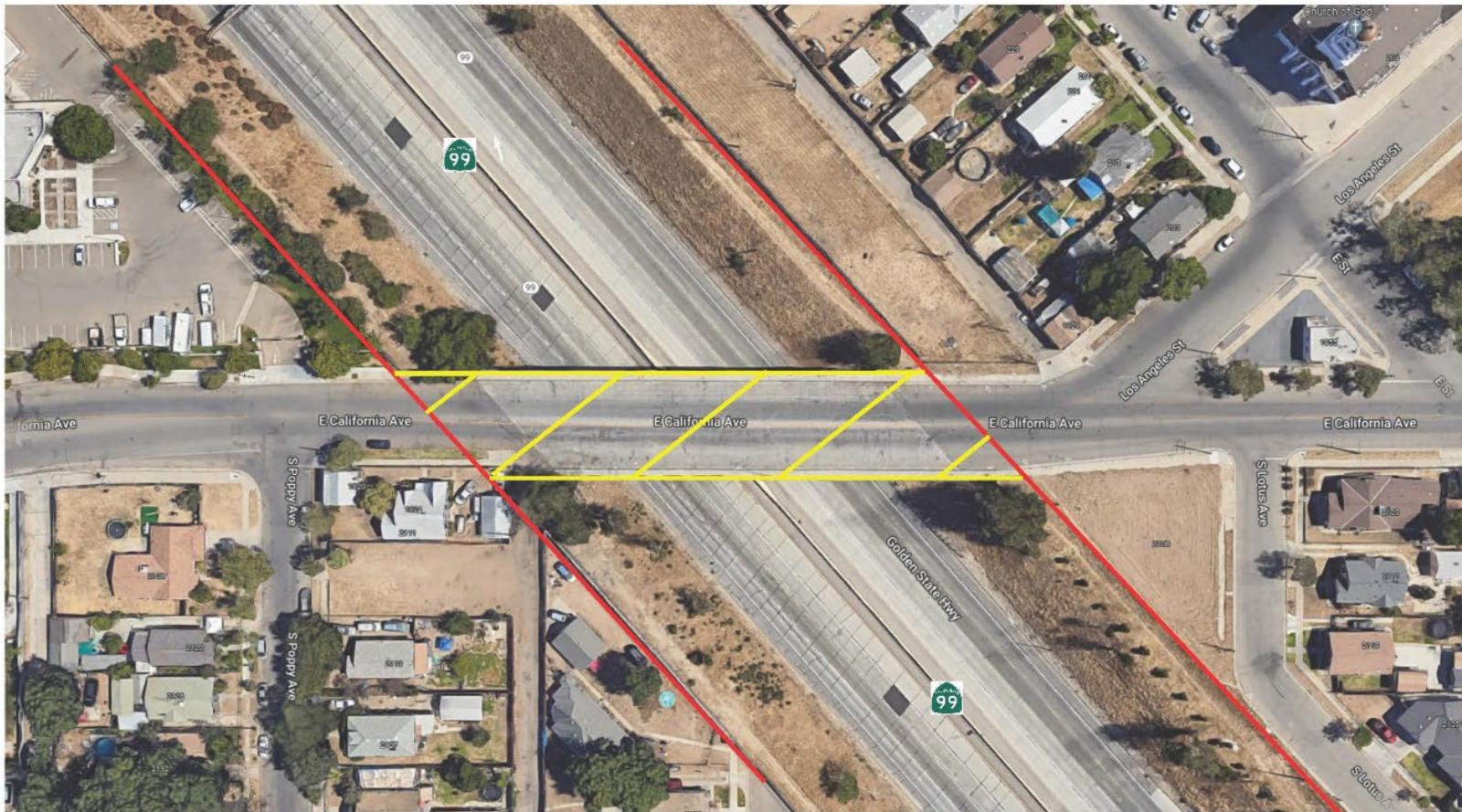
COSMOS PLAYGROUND POC
Br. 42-215, PM 19.37



- RIGHT OF WAY LINE
- ▨ AREA TO BE MAINTAINED BY CITY (INCLUDING SIDEWALKS AND CURB RAMPS)

EXHIBIT A

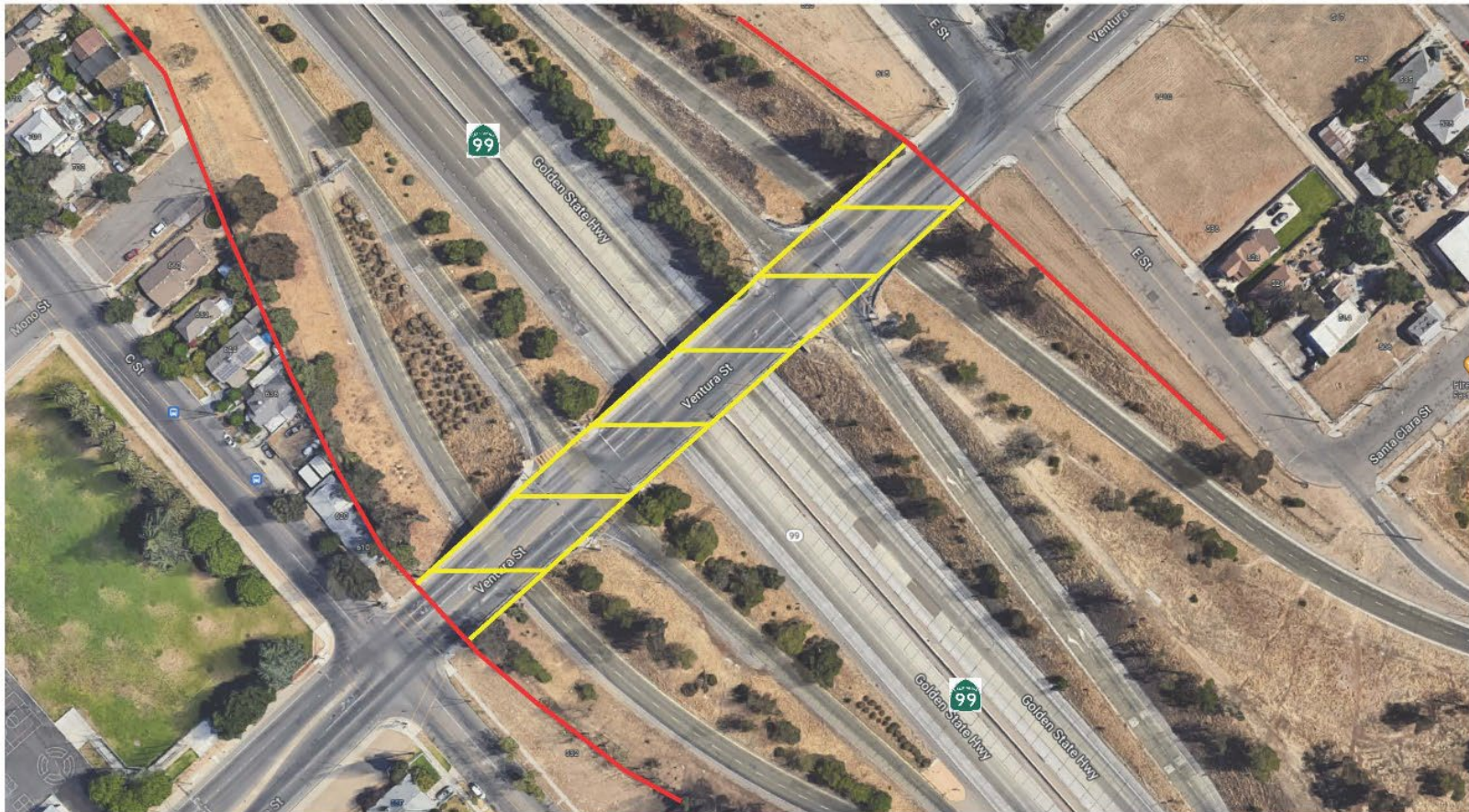
CALIFORNIA AVE OC
Br. 42-217, PM 19.86



- RIGHT OF WAY LINE
- AREA TO BE MAINTAINED BY CITY (INCLUDING SIDEWALKS AND CURB RAMPS)

EXHIBIT A

VENTURA ST OC
Br. 42-158E AND 42-384, PM 19.86



- RIGHT OF WAY LINE
- AREA TO BE MAINTAINED BY CITY (INCLUDING SIDEWALKS AND CURB RAMPS)

EXHIBIT A

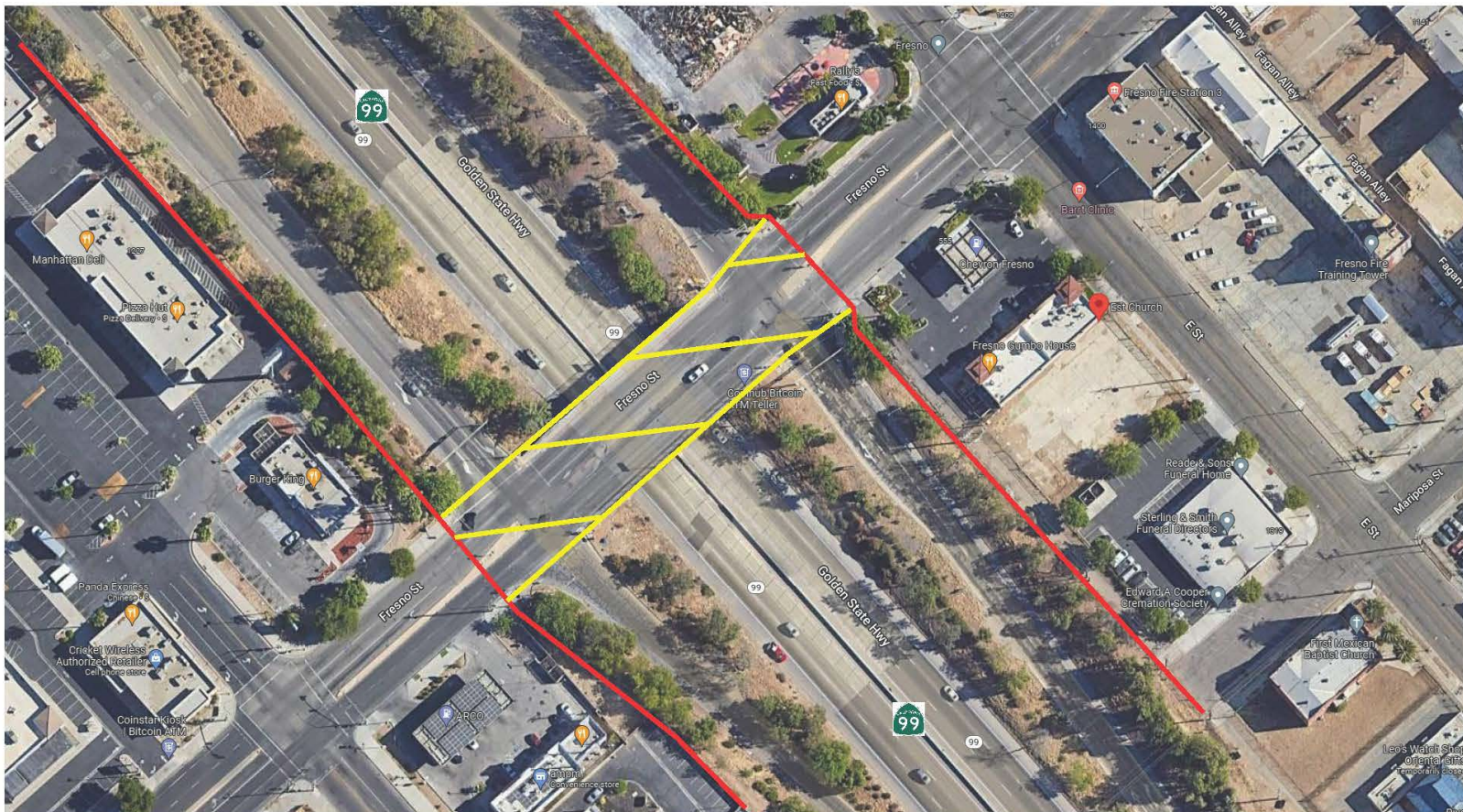
KERN ST OC, Br. 42-159 , PM 20.46
 TULARE ST OC, Br. 42-169, PM 20.55



- RIGHT OF WAY LINE
- ▨ AREA TO BE MAINTAINED BY CITY (INCLUDING SIDEWALKS AND CURB RAMPS)

EXHIBIT A

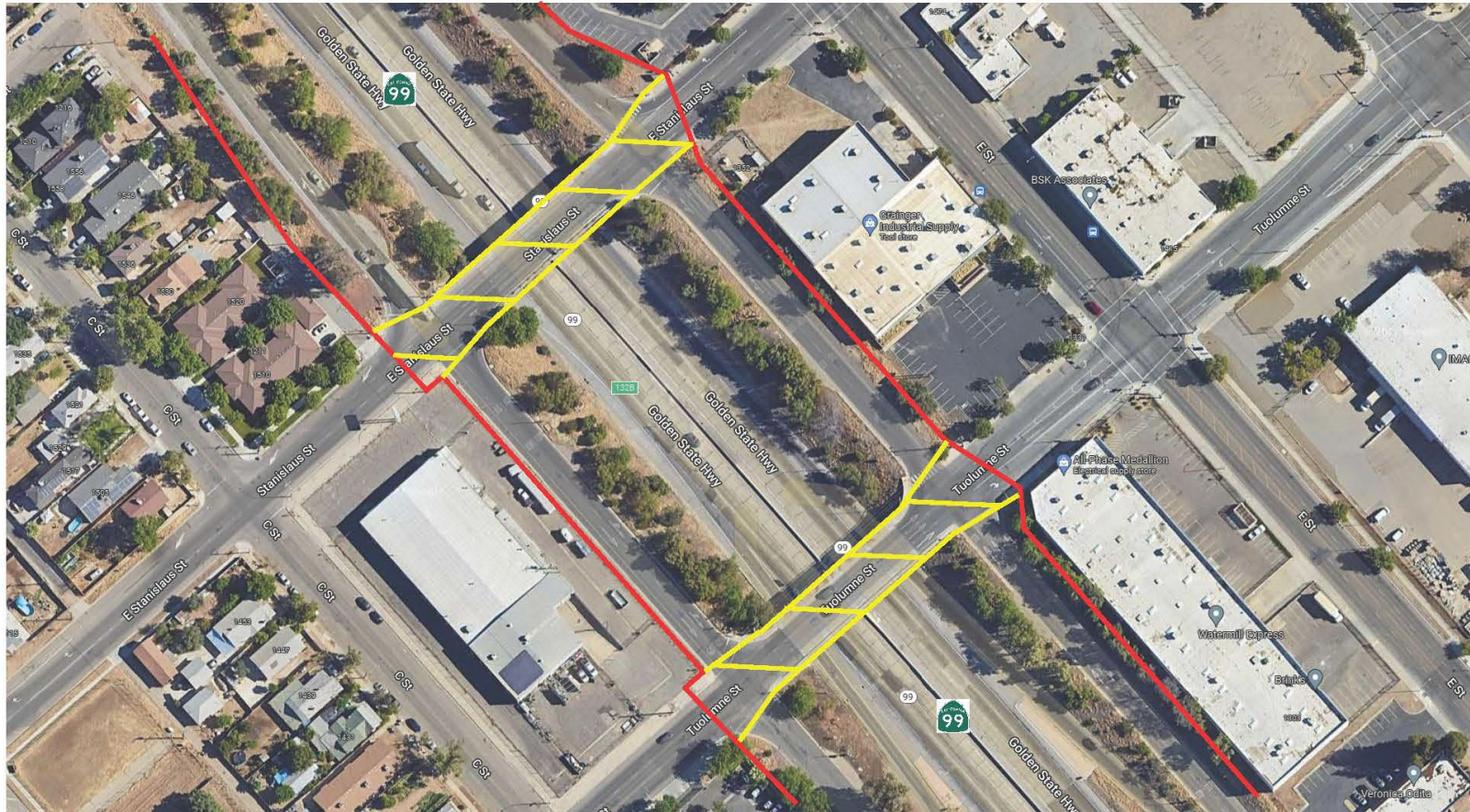
FRESNO ST OC, Br. 42-170 , PM 20.74



-  RIGHT OF WAY LINE
-  AREA TO BE MAINTAINED BY CITY (INCLUDING SIDEWALKS AND CURB RAMPS)

EXHIBIT A

TUOLUMNE ST OC, Br. 42-171 , PM 20.92
STANISLAUS, ST OC, Br. 42-172, PM 21.01



- RIGHT OF WAY LINE
- AREA TO BE MAINTAINED BY CITY (INCLUDING SIDEWALKS AND CURB RAMPS)

EXHIBIT A

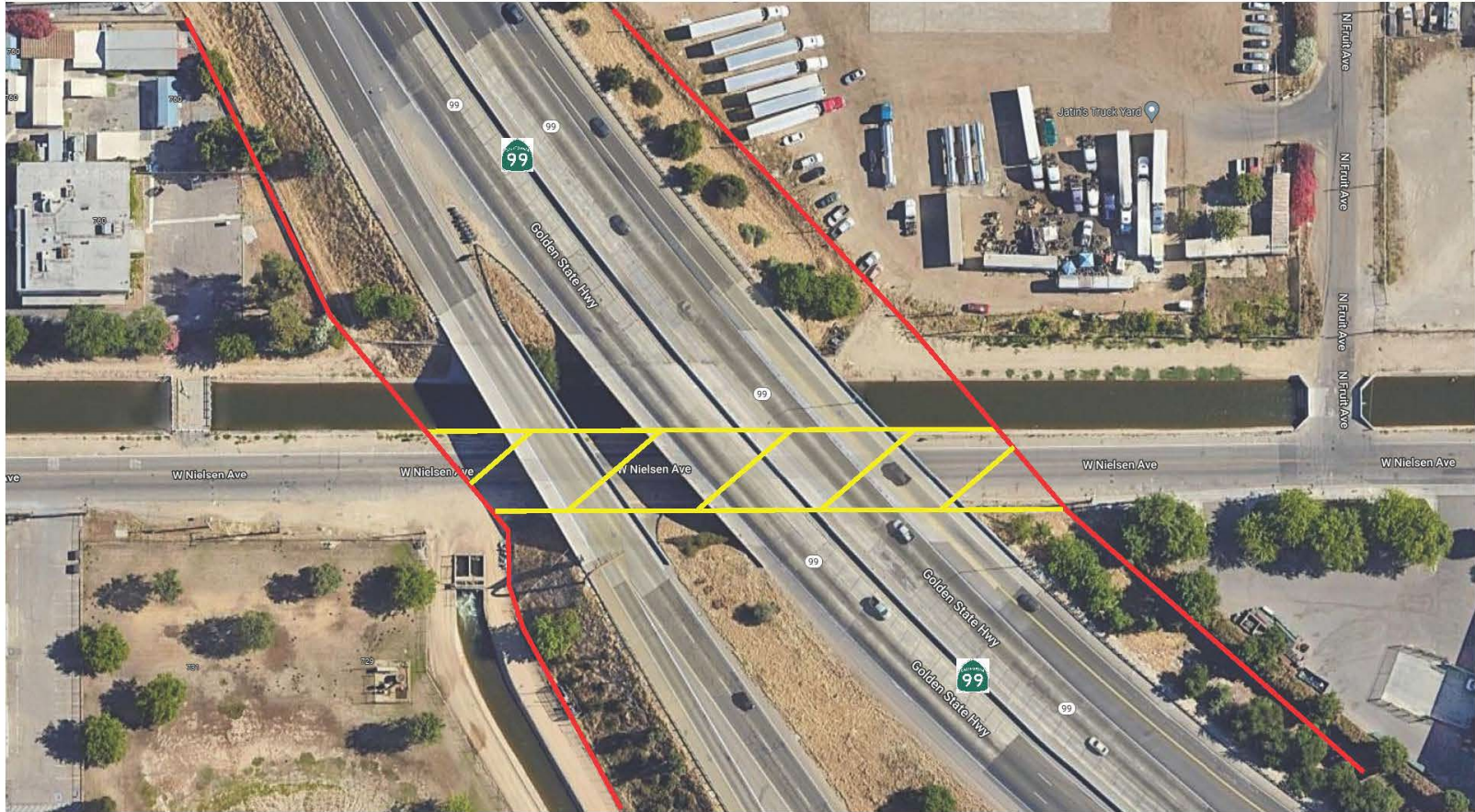
EL DORADO ST OC, Br. 42-184 , PM 21.46



- RIGHT OF WAY LINE
- ▨ AREA TO BE MAINTAINED BY CITY (INCLUDING SIDEWALKS AND CURB RAMPS)

EXHIBIT A

NIELSEN AVE UC, Br. 42-188 , PM 22.13
SB 99/EB & WB CONNECTOR UC, 42-0188F, PM 22.15



- RIGHT OF WAY LINE
- ▨ AREA TO BE MAINTAINED BY CITY (INCLUDING SIDEWALKS AND CURB RAMPS)

EXHIBIT A

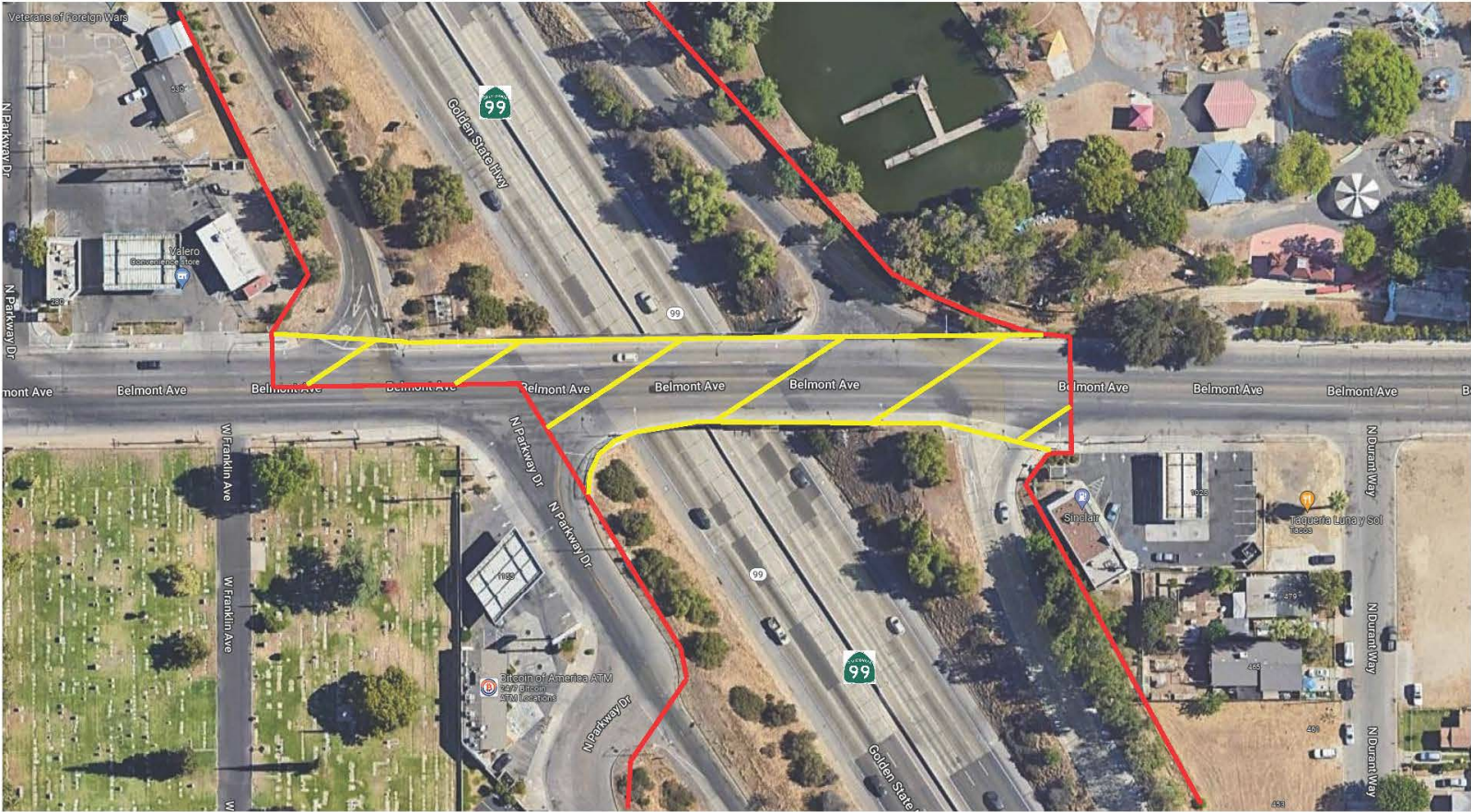
PACIFIC/TEILMAN AVE OC, Br. 42-189 , PM 22.39



- RIGHT OF WAY LINE
- AREA TO BE MAINTAINED BY CITY (INCLUDING SIDEWALKS AND CURB RAMPS)

EXHIBIT A

BELMONT AVE OC, Br. 42-186 , PM 22.74



RIGHT OF WAY LINE

AREA TO BE MAINTAINED BY CITY (INCLUDING SIDEWALKS AND CURB RAMPS)

EXHIBIT A

OLIVE AVE OC
Br. 42-187
PM 23.30

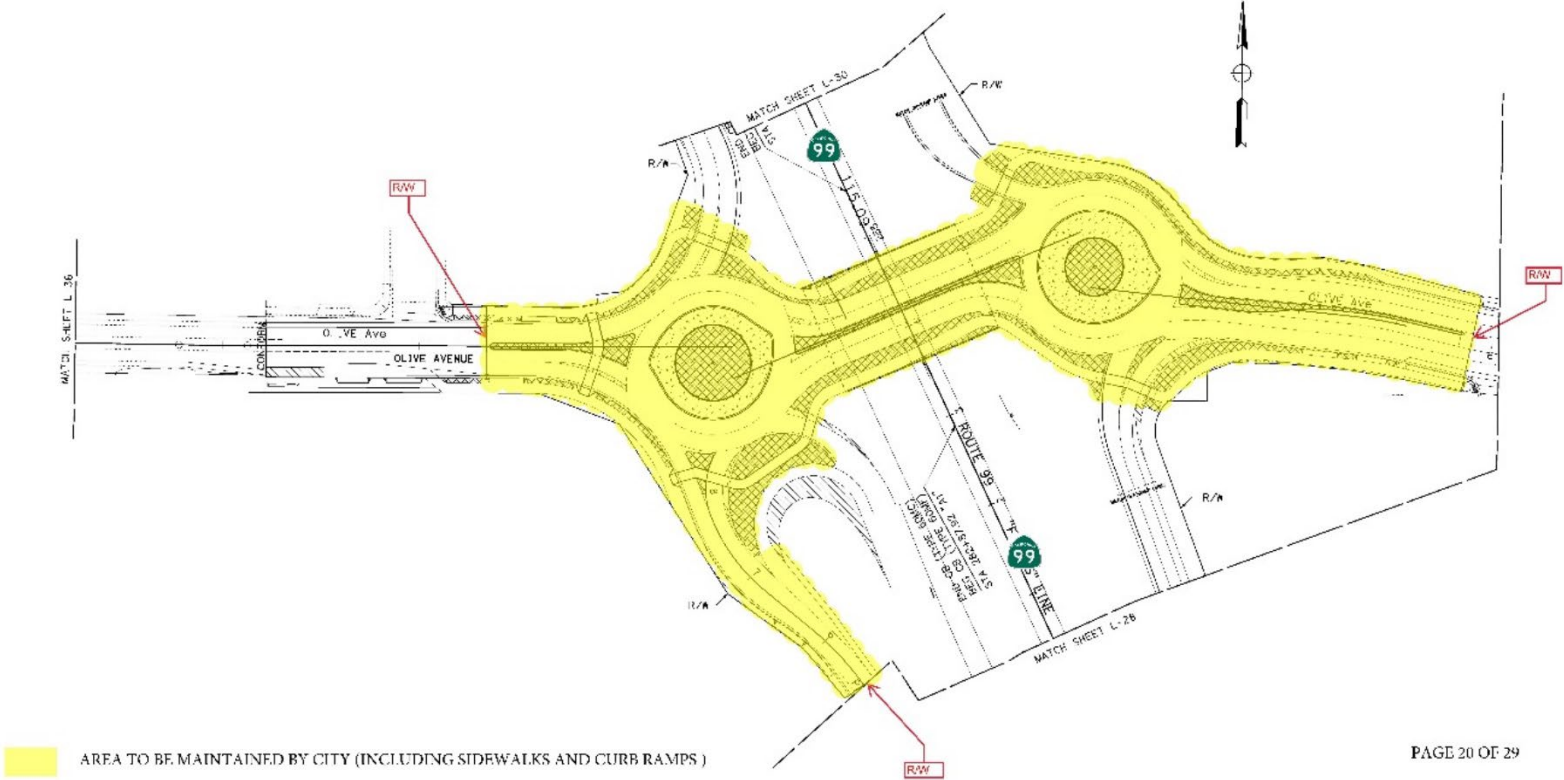
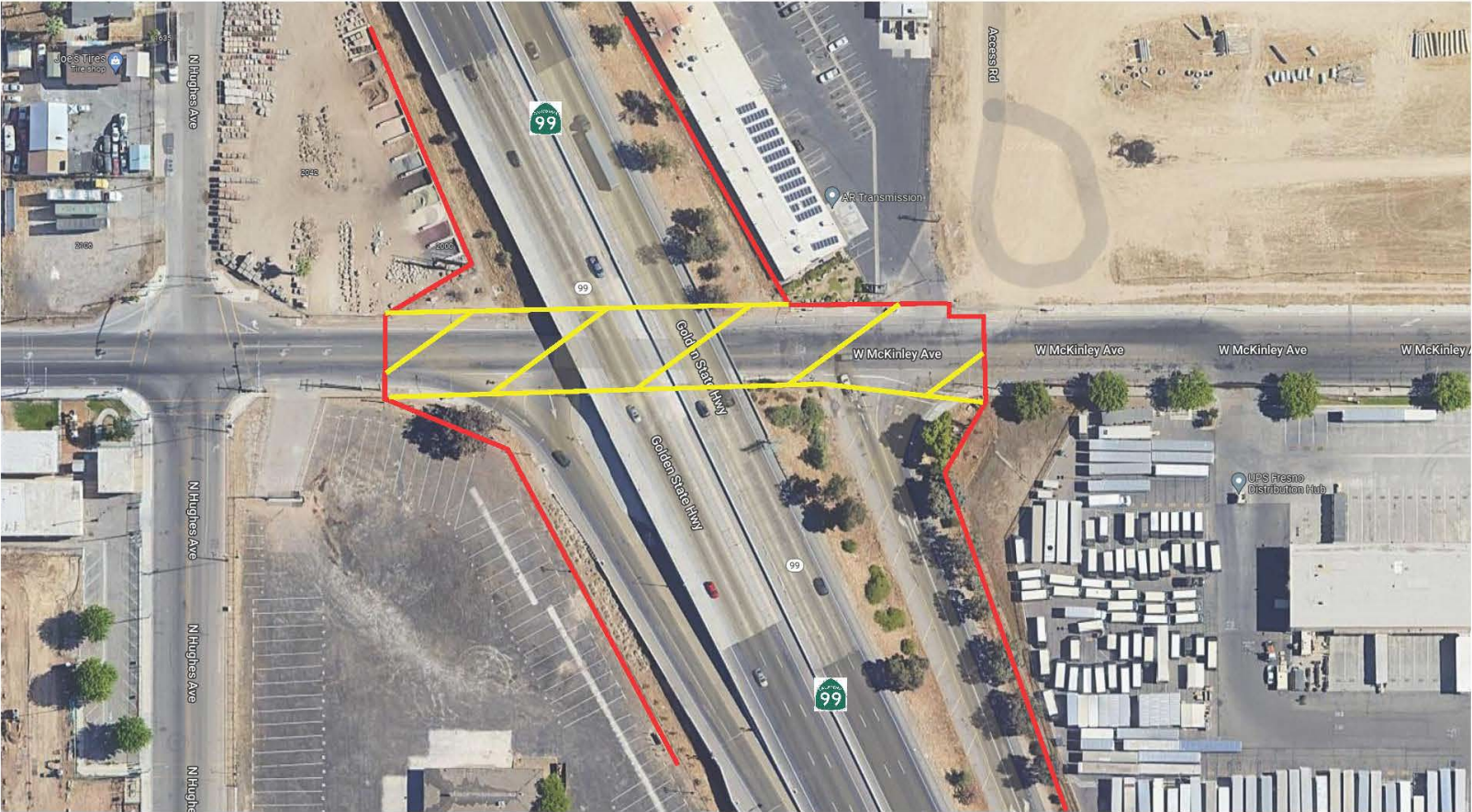


EXHIBIT A

MCKINLEY AVE UC, Br. 42-181, PM 23.90



- RIGHT OF WAY LINE
- AREA TO BE MAINTAINED BY CITY (INCLUDING SIDEWALKS AND CURB RAMPS)

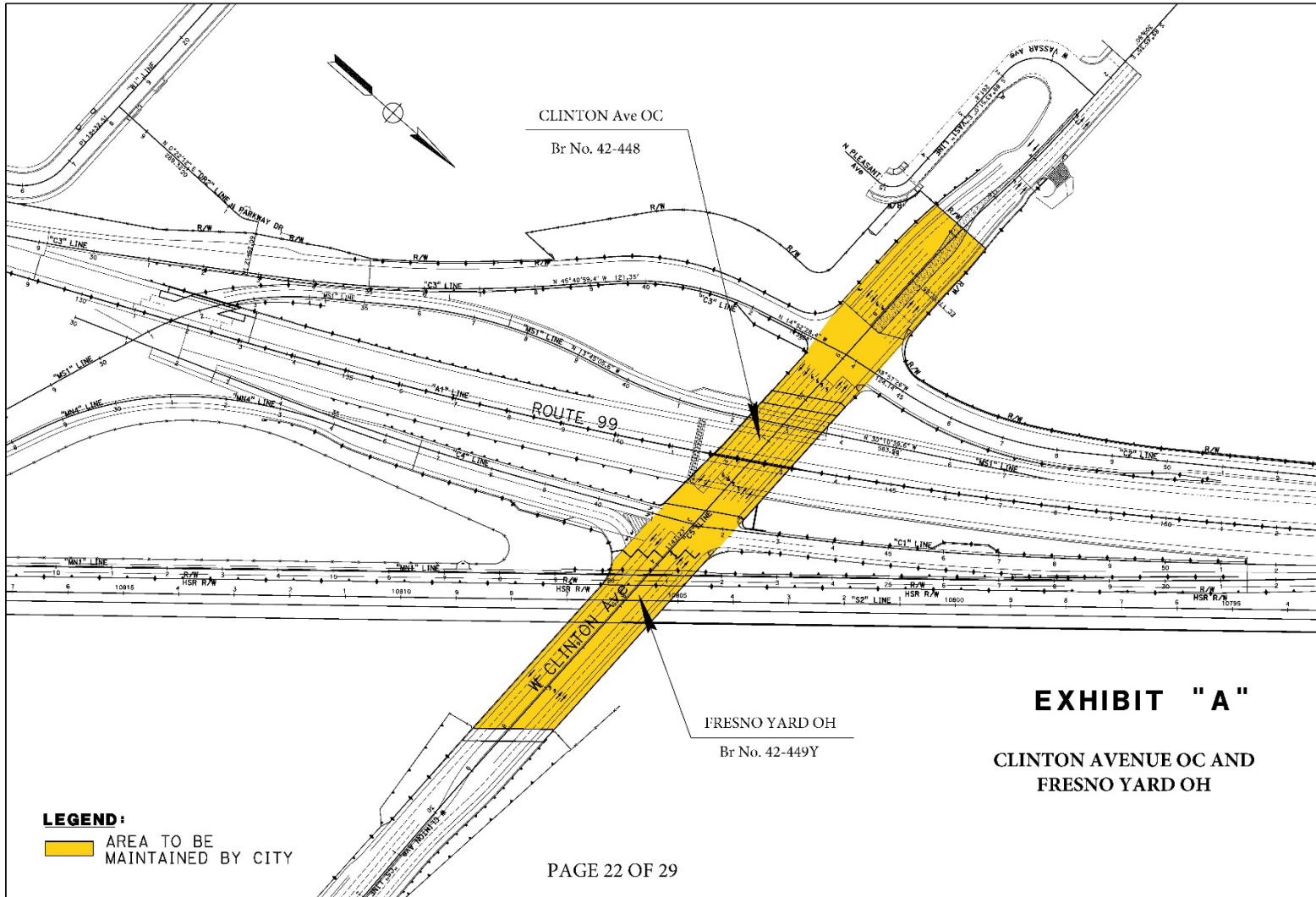
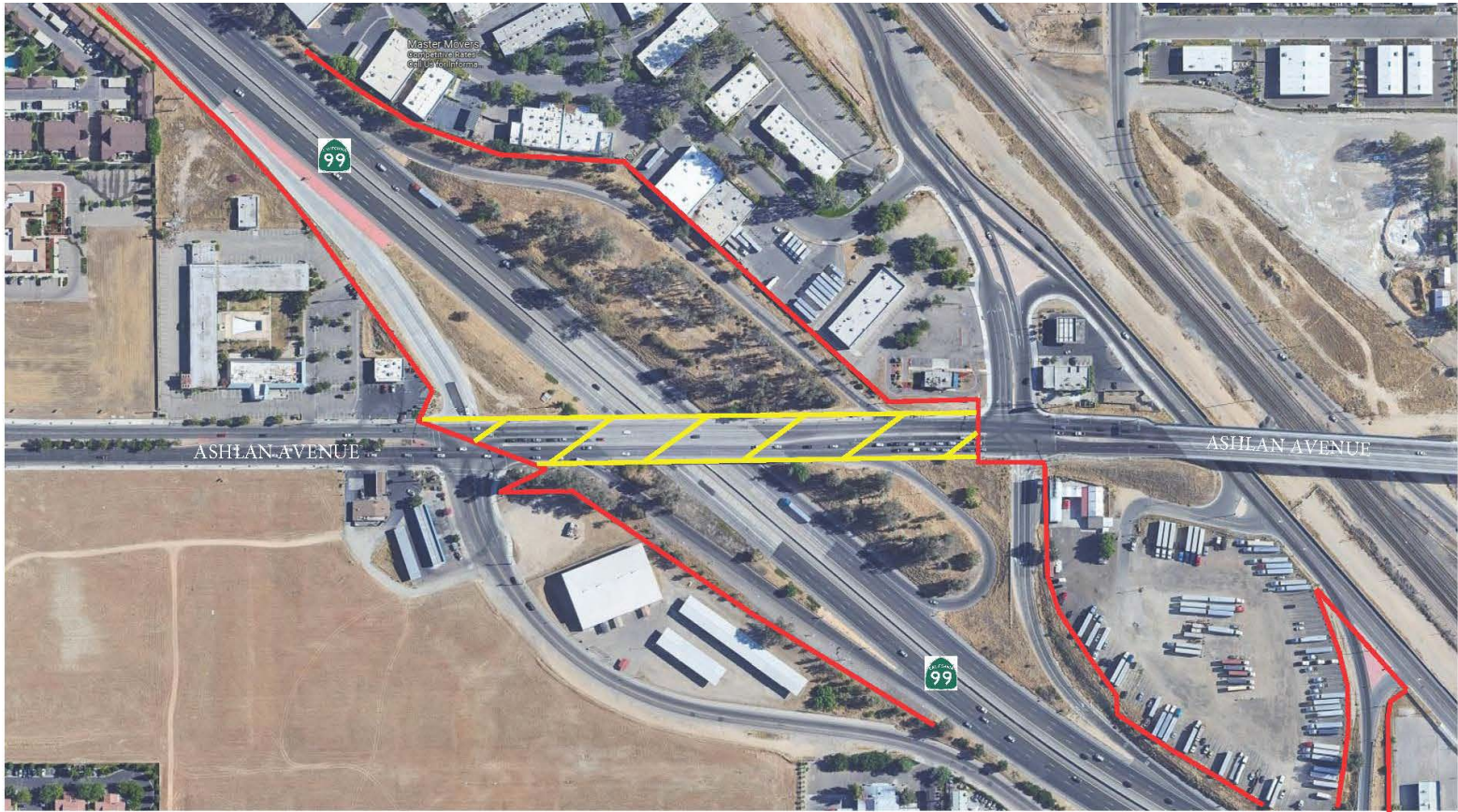


EXHIBIT A

ASHLAN AVE OC, Br. 42-140, PM 26.55



- RIGHT OF WAY LINE
- AREA TO BE MAINTAINED BY CITY (INCLUDING SIDEWALKS AND CURB RAMPS)

EXHIBIT A

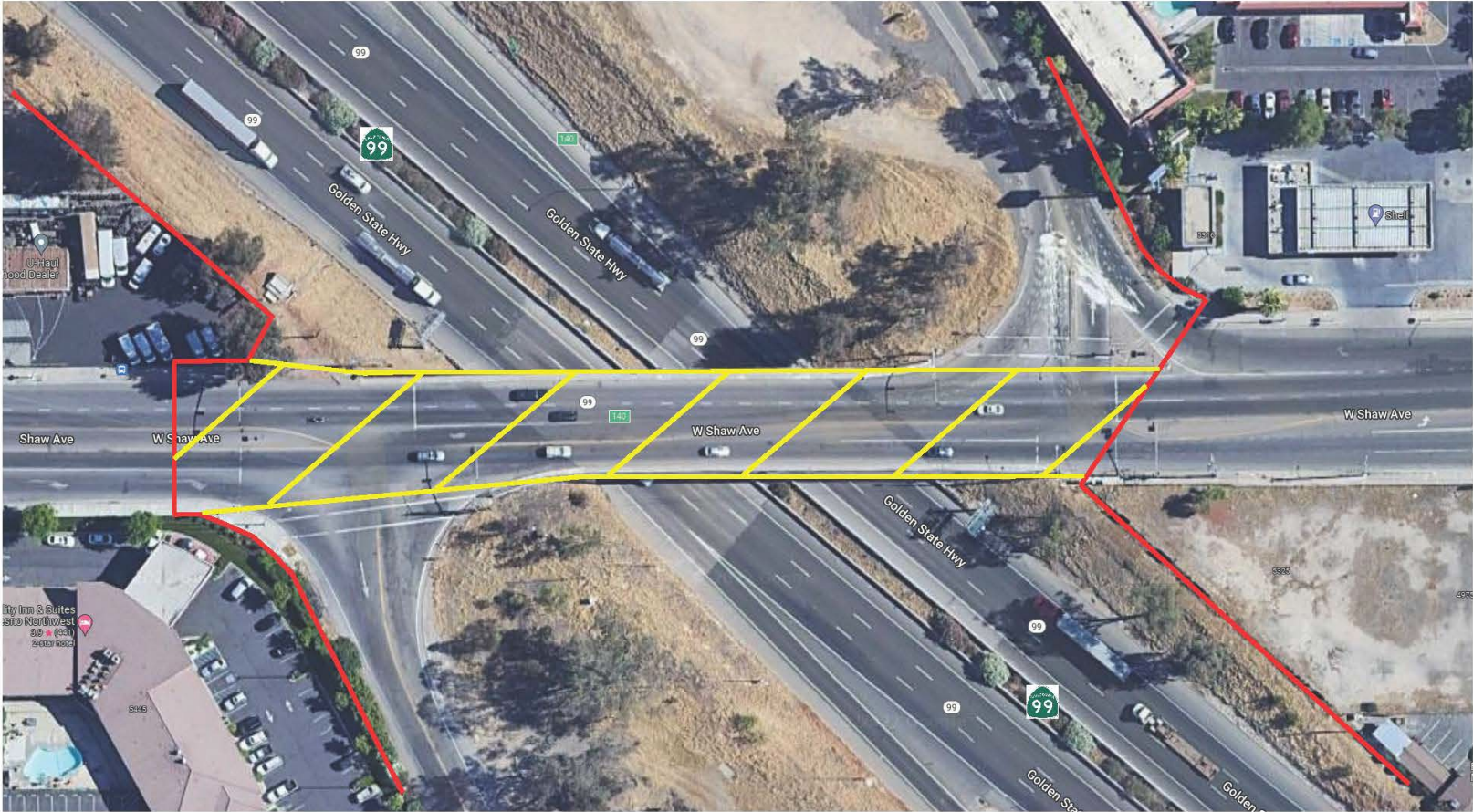
BIOLA JUNCTION, Br. 42-131, PM 27.31



RIGHT OF WAY LINE
AREA TO BE MAINTAINED BY CITY (INCLUDING SIDEWALKS AND CURB RAMPS)

EXHIBIT A

SHAW AVE OC, Br. 42-130, PM 28.10

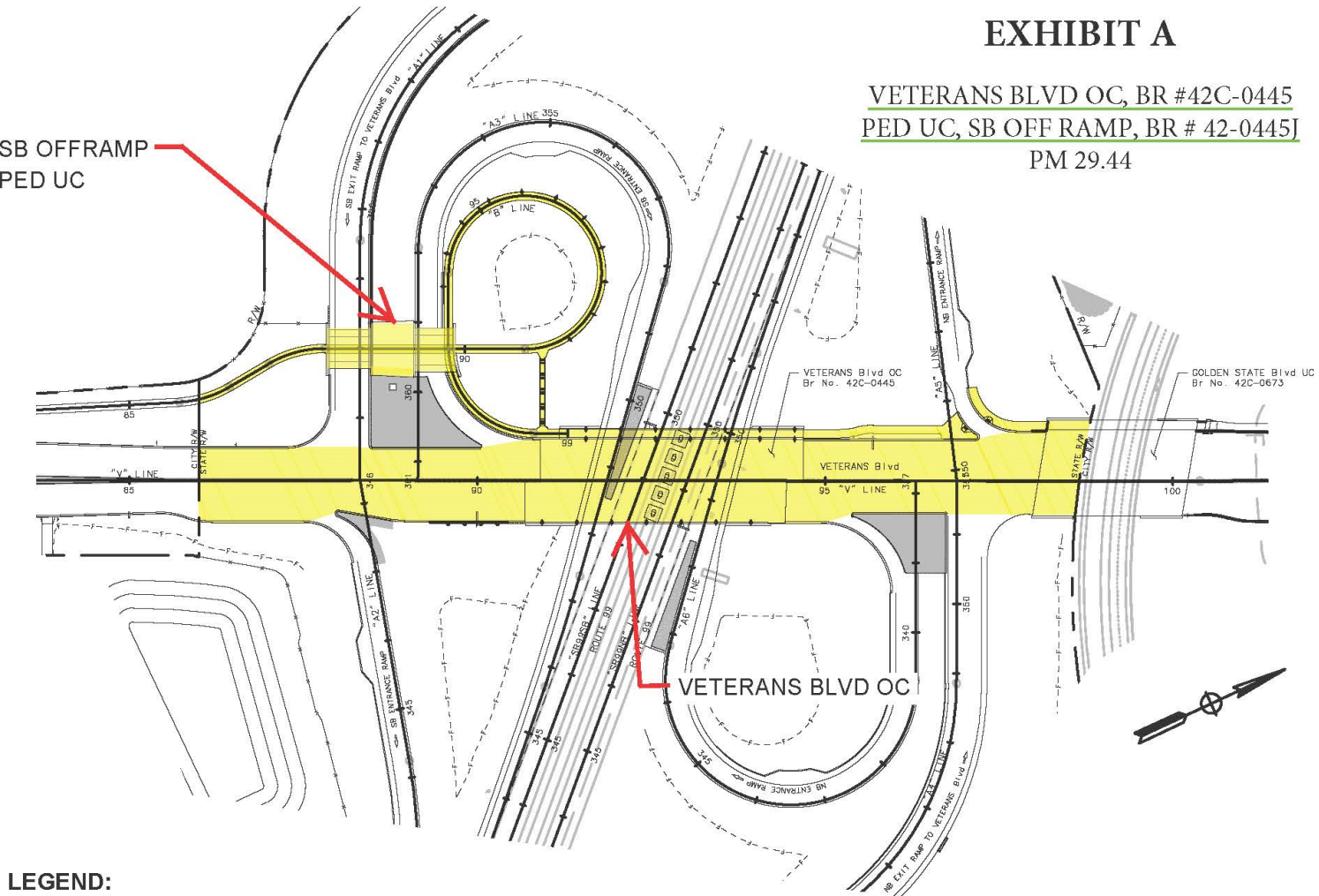


- RIGHT OF WAY LINE
- AREA TO BE MAINTAINED BY CITY (INCLUDING SIDEWALKS AND CURB RAMPS)

EXHIBIT A

VETERANS BLVD OC, BR #42C-0445
PED UC, SB OFF RAMP, BR # 42-0445]
 PM 29.44

SB OFFRAMP
 PED UC

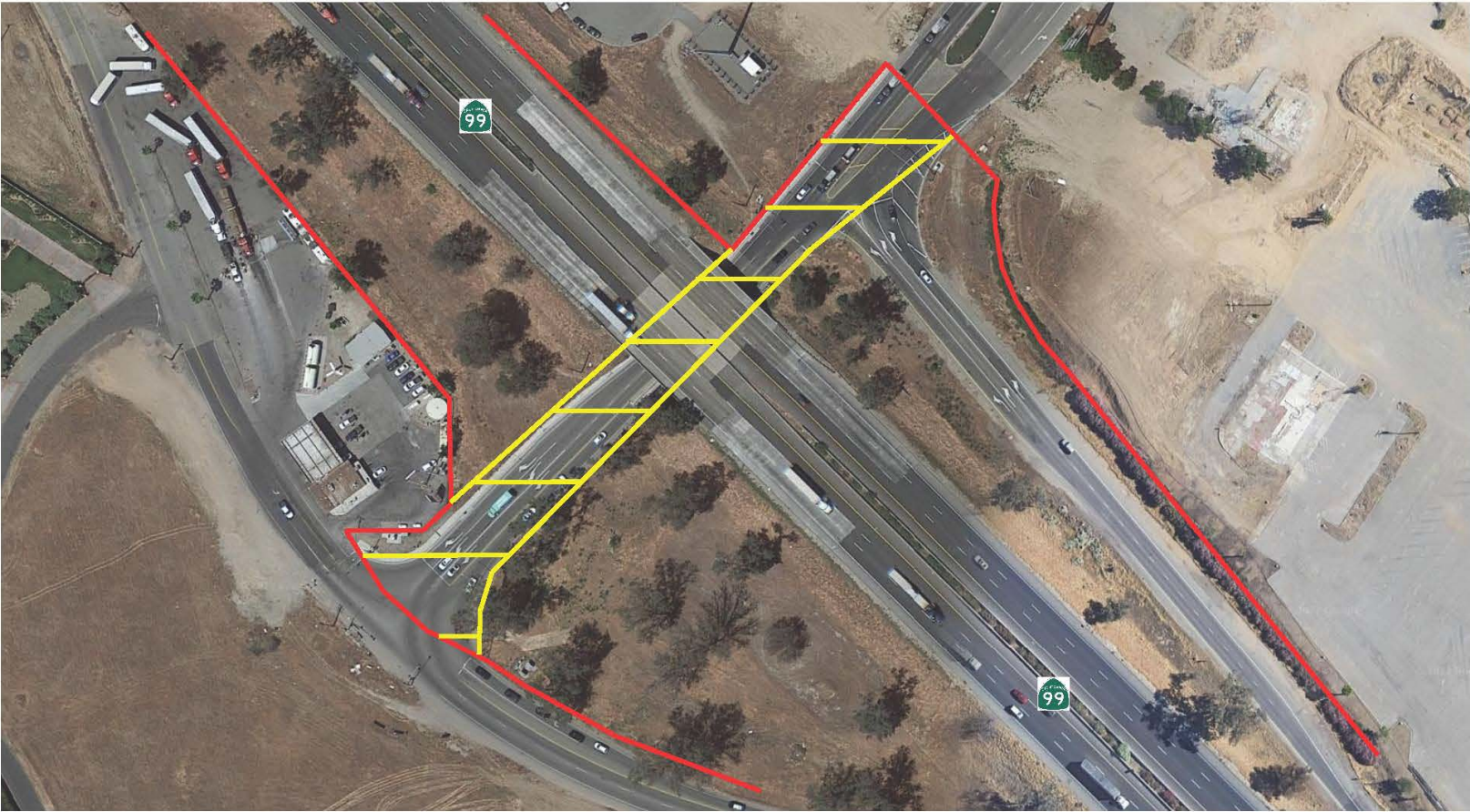


LEGEND:

AREA TO BE MAINTAINED BY CITY

EXHIBIT A

GRANTLAND (HERNDON) AVE UC, Br. 42-127, PM 28.40

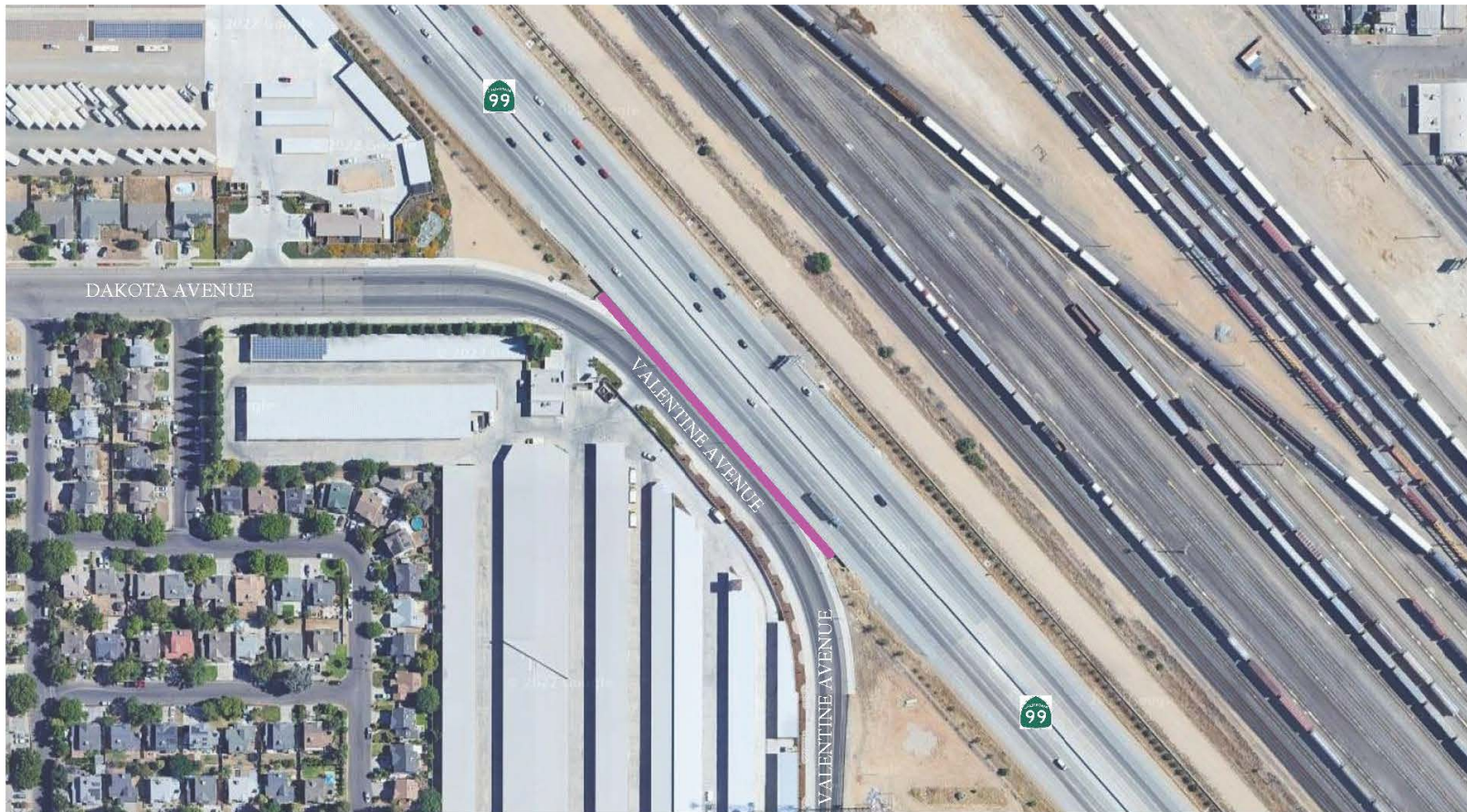


RIGHT OF WAY LINE

AREA TO BE MAINTAINED BY CITY (INCLUDING SIDEWALKS AND CURB RAMPS)

EXHIBIT A

BLOCKWALL BETWEEN SR 99 AND VALENTINE AVENUE, PM 25.66/25.76



STATE IS TO MAINTAIN THE BLOCKWALL. AND CITY IS TO MAINTAIN BLOCKWALL SURFACE FACING CITY STREET FREE OF GRAFFITI.

EXHIBIT A

BLOCKWALL BETWEEN SR 99 AND PARKWAY DRIVE, PM 27.61/27.73



STATE IS TO MAINTAIN THE BLOCKWALL. AND CITY IS TO MAINTAIN BLOCKWALL SURFACE FACING CITY STREET FREE OF GRAFFITI.

EXHIBIT B

LETTER CERTIFYING CITY'S/COUNTY'S SELF-INSURED STATUS

On Local Agency letterhead

Department of Transportation, District 6
1352 W. Olive Avenue
Fresno, CA 93728
ATTN: Daniel Lum

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Re: Statement of Self-Insurance for City of Fresno for Freeway Maintenance Agreement
No. TR 06-4-0001 with California Department of Transportation for the maintenance
along SR 180 within the City limits

Dear Lum:

This letter certifies that the City of Fresno is self-insured and self-funded covering third-party claims arising out of its general operations (i.e.; commercial general liability and automobile liability insurance). Further, the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury and property damage liability, meets the required coverage amounts in section 14.D (Insurance) of the Freeway Maintenance Agreement, specifically general liability insurance, coverage of bodily injury and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

Finance Manager/Risk Manager/Authorized Representative's Title