TO: MS 56
ADMINISTRATIVE SERVICES
CENTRAL FILES

ATTENTION: JAMES JOHNSON

FROM: MS 31
DIVISION OF MAINTENANCE
AGREEMENT DESK

ATTENTION: SUE FOSTER

DELEGATED MAINTENANCE AGREEMENT:

CITY / COUNTY: _____

Effective Date: _____

Document File Number: _____

FREEWAY MAINTENANCE AGREEMENT:

~~DISTRICT:~~ 06 ~~COUNTY~~ City: Fresno ROUTE: 99

Post Mile: all locations to Post Mile: within City of Fresno

Date of Execution: May 27, 1992

Document File Number: FRE-10- 8242
(supersedes FRE-10- 183015)

ELECTRICAL AGREEMENT:

CITY / COUNTY: _____

Type: _____

Effective Date: _____

Document File Number: _____

MISCELLANEOUS AGREEMENT:

CITY / COUNTY: _____

Type: _____

Effective Date: _____

Document File Number: _____

State of California Business, Transportation and Housing Agency

Memorandum

To: John L. Allison, Chief
Division of Maintenance

Attn: Joyce Glass, Chief
Resource Control Branch

Date: June 2, 1992

File: 5610-Agreements

From: **DEPARTMENT OF TRANSPORTATION**
District 6 Maintenance Agreements

Subject: Freeway Maintenance Agreement--Fresno--Route 99

Enclosed are one signed original and three copies of a new Freeway Maintenance Agreement for all of Route 99 within the City of Fresno. Annexations have moved the City limits a considerable distance particularly to the north. This Agreement brings the responsibilities up to date.

Lee

LEE HALDERMAN
Maintenance Agreements

Enclosures

FREEWAY MAINTENANCE AGREEMENT

IN THE CITY OF FRESNO

THIS AGREEMENT, made and executed in duplicate this 27th day of May,1992, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as the "STATE" and the City of Fresno, hereinafter referred to as the "CITY".

W I T N E S S E T H

WHEREAS,freeway agreements were executed between the County of Fresno and the STATE wherein the County of Fresno agreed and consented to certain adjustments of the County road system required for the development of that portion of State Highway Route 99, within the current limits of the CITY of Fresno, as a freeway, and the CITY has annexed areas within the COUNTY and has assumed the obligation of maintenance from the COUNTY, and

WHEREAS, said freeway has now been completed, and the parties hereto mutually desire to clarify the division of maintenance responsibility as to separation structures and CITY streets or portions thereof and landscaped areas, within the freeway limits, and

WHEREAS, under the above freeway agreements, the CITY has resumed control and maintenance over each of the relocated or reconstructed CITY streets except those portions thereof adopted as a part of the freeway proper.

MAINTENANCE DEFINED:

Maintenance is defined in Section 27 of the Streets and Highways Code as follows:

Sec. 27

"(a) The preservation and keeping of rights-of-way, and each type of roadway, structure, safety concenience or devise, planting, illumination equipment or othe facility, in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction, or other improvement.

"(b) Operation of special safety conveniences and devises, and illuminating equipment.

"(c) The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements or other unusual or unexpected damage to a roadway, structure or facility."

NOW THERFORE IT IS AGREED:

1. 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 affects the division of maintenance, the Department will provide a new dated and revised Exhibit "A", which is made a part hereof by this reference, which will supersede the original exhibit and will become part of this agreement.

2. VEHICULAR OVERCROSSINGS

   The STATE will maintain, at STATE expense, the entire structure below the deck surface except as herein provided. The CITY will maintain, at CITY expense, the deck and/or surfacing and shall perform such work as may be nessary to ensure an impervious and/or otherwise suitable surface. The CITY will also maintain all portions of the structure above the bridge deck, as above specified, including lighting installations, as well as all traffic service facilities (signals, signs, pavement markings, rails, etc.) that may be required for the benefit or control of CITY street traffic.

   At such locations, as shall be determined by the STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed (as directed by Sec. 92.6 of the Streets and Highways Code). All screens installed under this program will be maintained by the STATE at STATE expense.

3. VEHICULAR UNDERCROSSINGS

   The STATE will maintain the structure proper. The roadway section, including the traveled way, shoulders, curbs, sidewalks, walls (including eliminating graffiti), drainage installations, lighting installations and traffic service facilities that may be required for the benefit or control of CITY street traffic will be maintained by the CITY.

3. PEDESTRIAN OVERCROSSINGS

The STATE will maintain, at STATE expense, the entire structure below the top of the concrete deck surface, exclusive of any surface treatment thereon. The CITY will maintain, at CITY expense, the top of the concrete deck surface, together with any surface treatment thereon, and all portions of the structure above the concrete deck surface, EXCEPT SCREENING which will be maintained by the STATE at STATE expense, and shall perform such other work as may be necessary to ensure an impervious and otherwise suitable surface.

The CITY will also maintain all traffic service facilities provided for the benifit or control of pedestrian traffic.

6. SOUND WALLS

The STATE will maintain the structure from a structural standpoint. The CITY will be responsible for all cleaning and painting as may be required to keep the CITY's side of the structure free of debris and graffiti.

7. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES

Landscaped areas within the limits reserved for freeway use, including traffic interchanges and on and off ramp areas but excluding frontage road areas, will be maintained by the STATE at STATE expense. All plantings or other types of roadside development lying outside the areas reserved for freeway use will be maintained by the CITY at CITY expense.

8. INTERCHANGE OPERATION

It is the responsibility of the STATE to provide efficient operation of freeway interchanges including ramp connections to local streets. The STATE will not pay for the maintenance, repair, servicing, or power for ordinary street lighting; however, lighting at intersections which qualifies as safety lighting under current warrants will be paid for by the STATE. The maintenance and operating of safety lighting, traffic signals or other necessary electrically operated traffic control devises at ramp connections to CITY streets shall be shared, between the STATE and CITY on a prorata basis in the same ratio as the number of legs of the interchange under each jurisdiction bears to the total number of legs. Timing of traffic signals shall be the responsibility of the STATE.

10. LEGAL RELATIONS AND RESPONSIBILITIES:

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

It is understood and agreed that neither the STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this Agreementfor Maintenance. It is also understood and agreed that pursuant to Government Code Section 895.4 the CITY shall defend, indemnify and save harmless the STATE, all officers and employees from all claims, suits or actions of every name, kind and description brought for or in account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this Agreement.

It is understood and agreed that neither the CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the STATE under or in connection with any work, authority or jurisdiction delegated to the STATE under this Agreementfor Maintenance. It is also understood and agreed that pursuant to Government Code Section 895.4 the STATE shall defend, indemnify and save harmless the CITY, all officers and employees from all claims, suits or actions of every name, kind and description brought for or in account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the STATE under or in connection with any work, authority or jurisdiction delegated to the STATE under this Agreement.

J. EFFECTIVE DATE:

This Agreement shall be effective upon the date of its execution by the STATE, it being understood and agreed, however, that the execution of this Freeway Maintenance Agreement shall not affect any pre-existing obligations of the CITY to maintain designated areas pursuant to prior written notice from the STATE that work in such areas, which the CITY has agreed to maintain pursuant to the terms of the Freeway Agreement, has been completed.

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

CITY OF FRESNO

By Paul Romito

ATTEST: Elvira Sommerville
City Clerk Deputy

A proved as to form and
p ocedure July 1, 1987:

S ANDARD FORM APPROVED
N SIGNATURE REQUIRED

A torney
D partment of Transportation

C ty Attorney

P

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

James van Loben Sels
Director of Transportation

By
District Director

DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FR.	99	16.5/31.6	1	26

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

LOCATION MAP
FREEWAY MAINTENANCE AGREEMENT
WITHIN THE CITY OF FRESNO
ON ROUTE 99

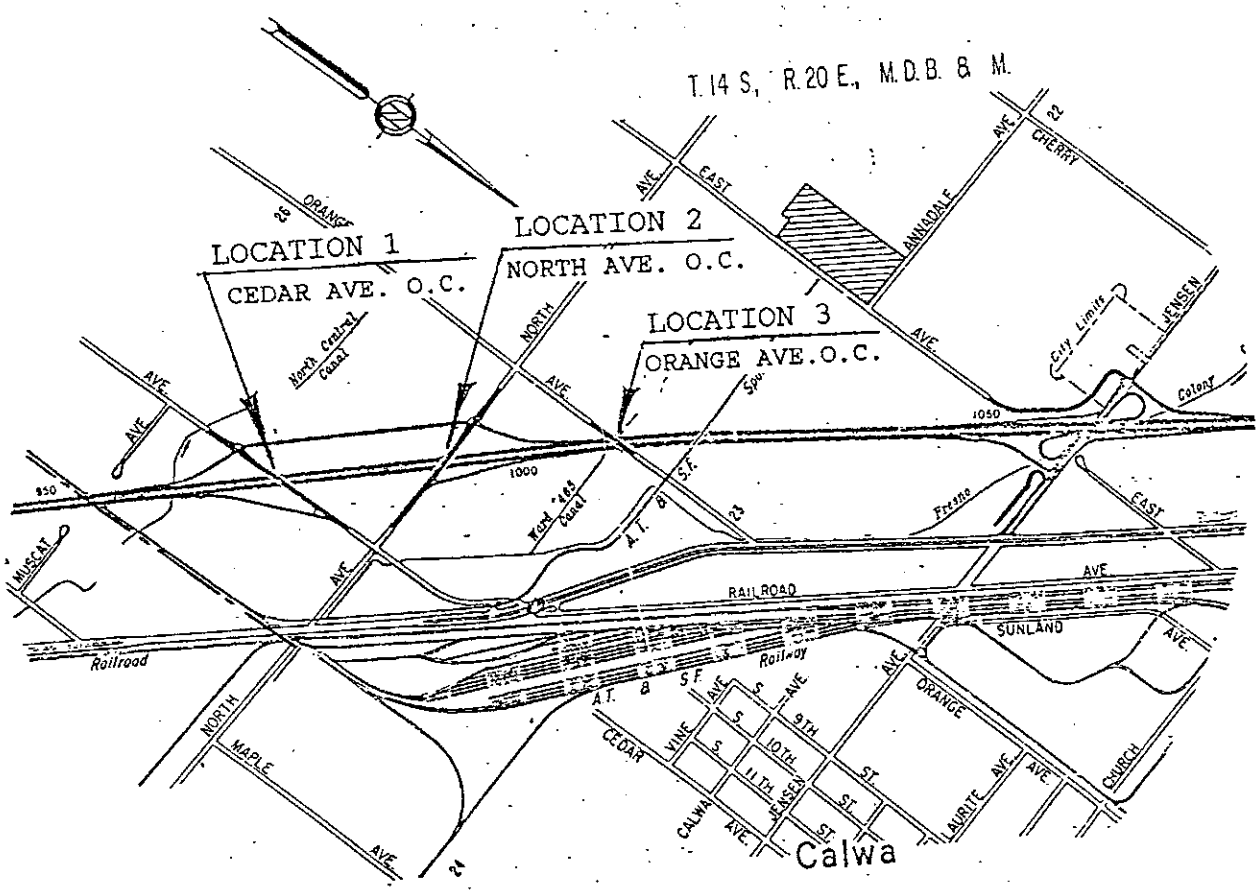


EXHIBIT "A"

AREA TO BE MAINTAINED BY THE CITY

DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRE	99	16.5/31.6	2	26

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

LOCATION MAP
FREEWAY MAINTENANCE AGREEMENT
WITHIN THE CITY OF FRESNO
ON ROUTE 99

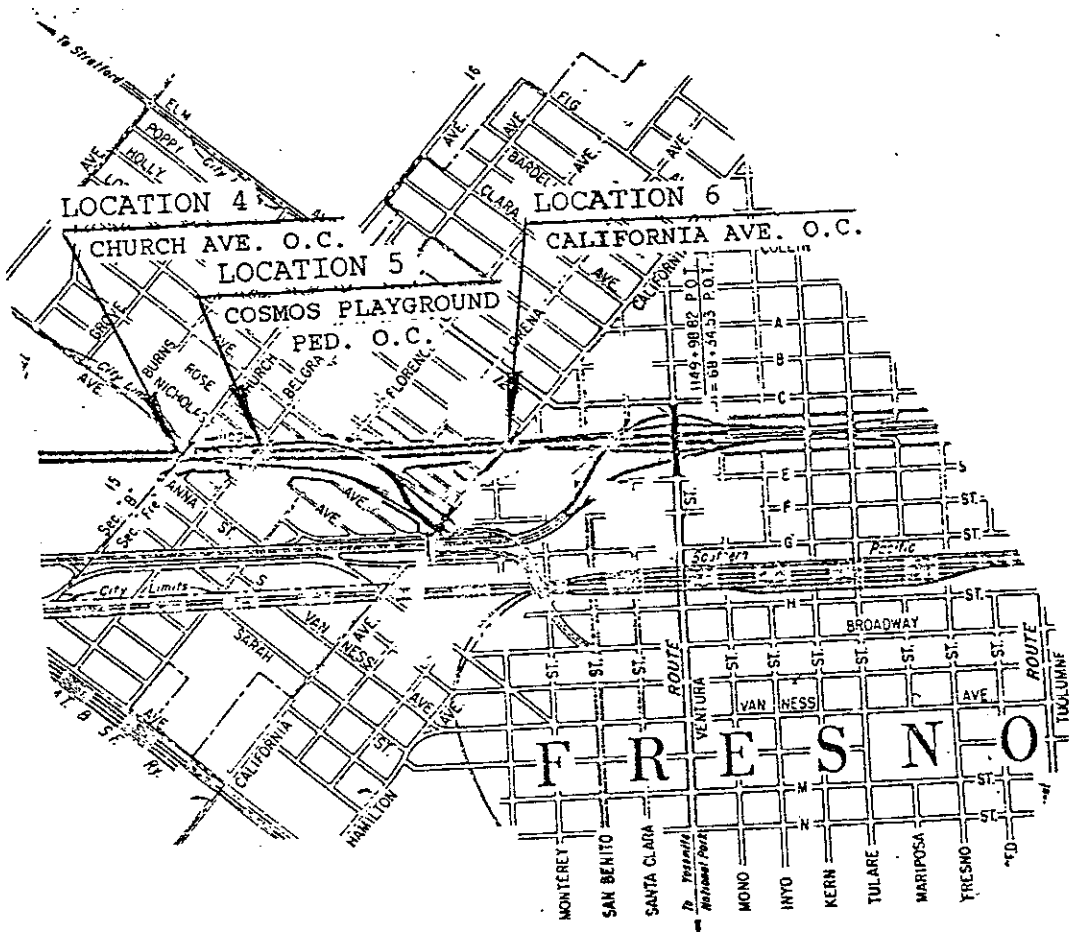


EXHIBIT "A"

AREA TO BE MAINTAINED BY THE CITY

DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRE	99	16.5/31.6	3	26

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

LOCATION MAP

FREEWAY MAINTENANCE AGREEMENT
WITHIN THE CITY OF FRESNO
ON ROUTE 99

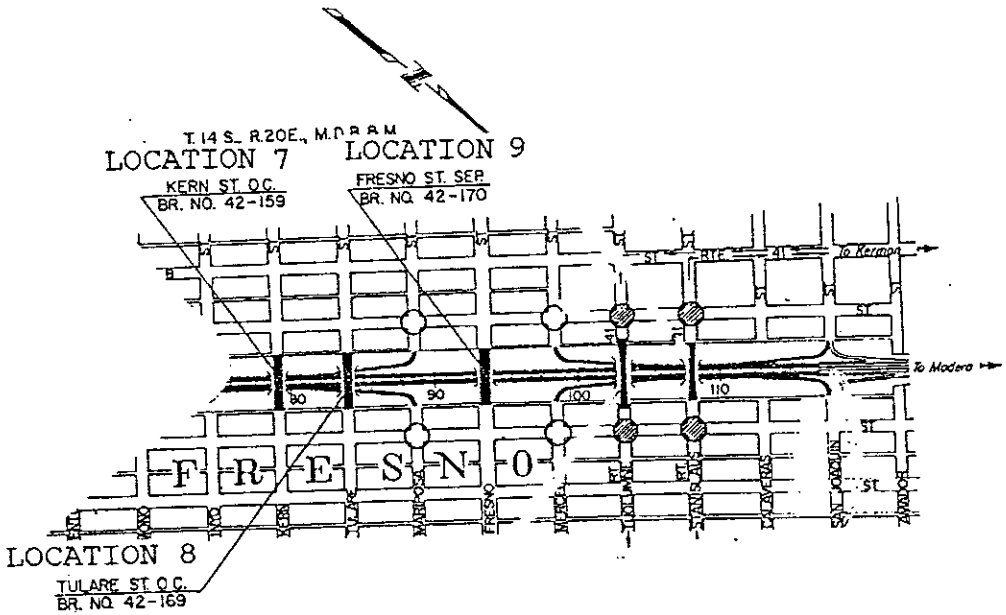


EXHIBIT "A"

AREA TO BE MAINTAINED BY THE CITY

DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRE	99	16.5/31.6	4	26

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

LOCATION MAP
FREEWAY MAINTENANCE AGREEMENT
WITHIN THE CITY OF FRESNO
ON ROUTE 99

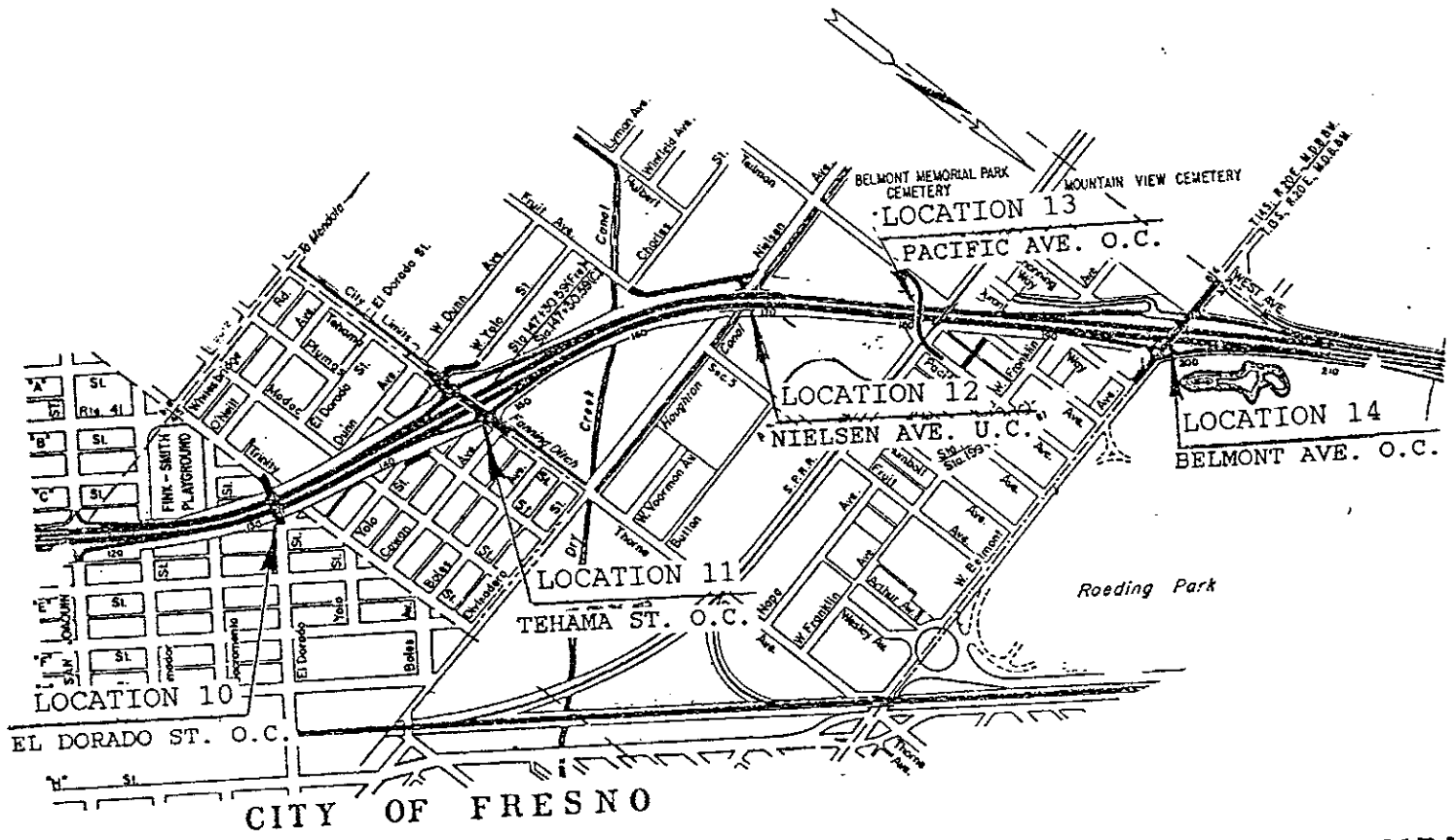


EXHIBIT "A"

AREA TO BE MAINTAINED BY THE CITY

DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRE	99	16.5/31.6	5	26

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

LOCATION MAP
FREEWAY MAINTENANCE AGREEMENT
WITHIN THE CITY OF FRESNO
ON ROUTE 99

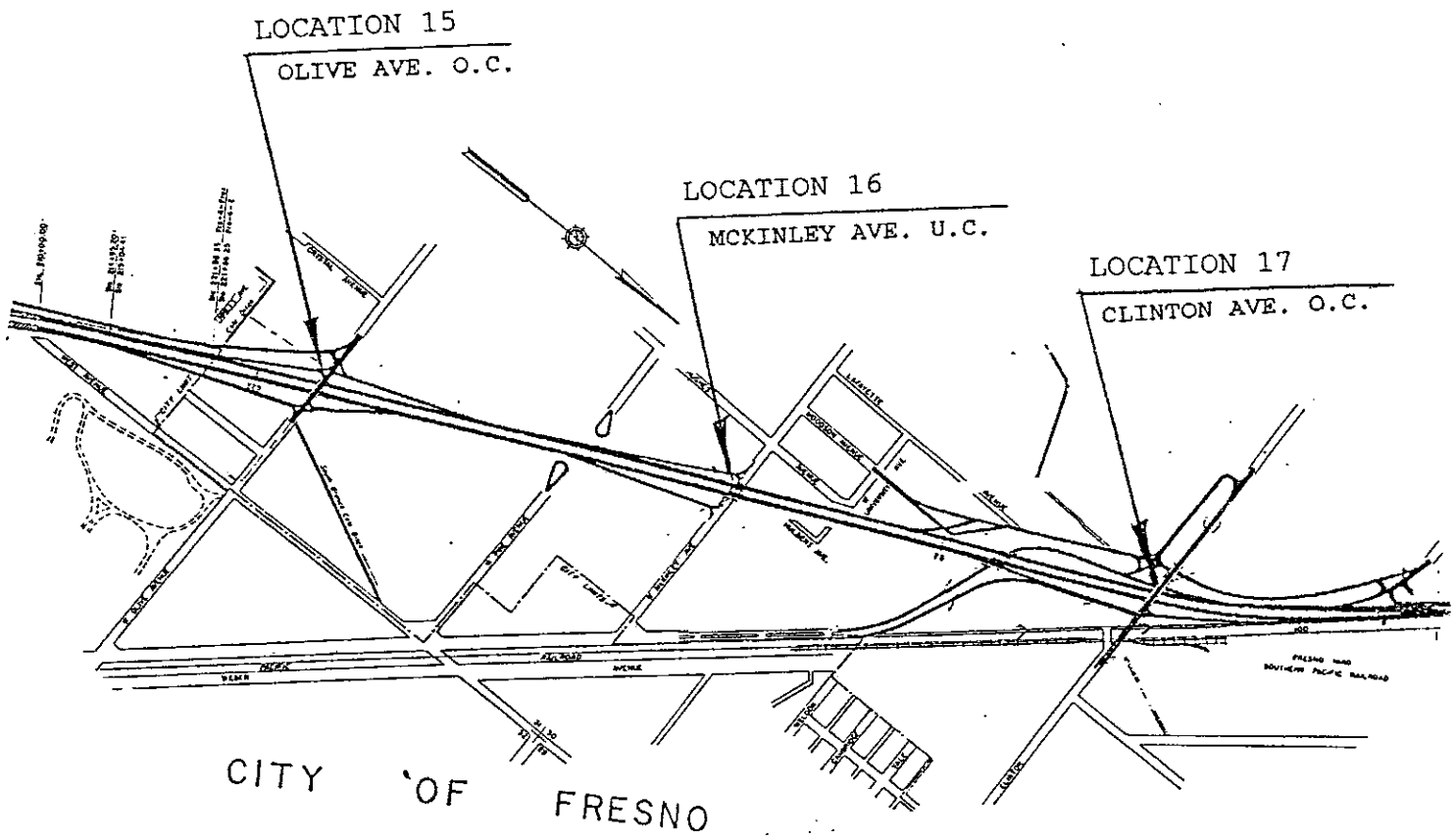


EXHIBIT "A"

AREA TO BE MAINTAINED BY THE CITY

DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRE	99	16.5/31.6	6	26

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

LOCATION MAP
FREEWAY MAINTENANCE AGREEMENT WITHIN THE CITY OF FRESNO ON ROUTE 99

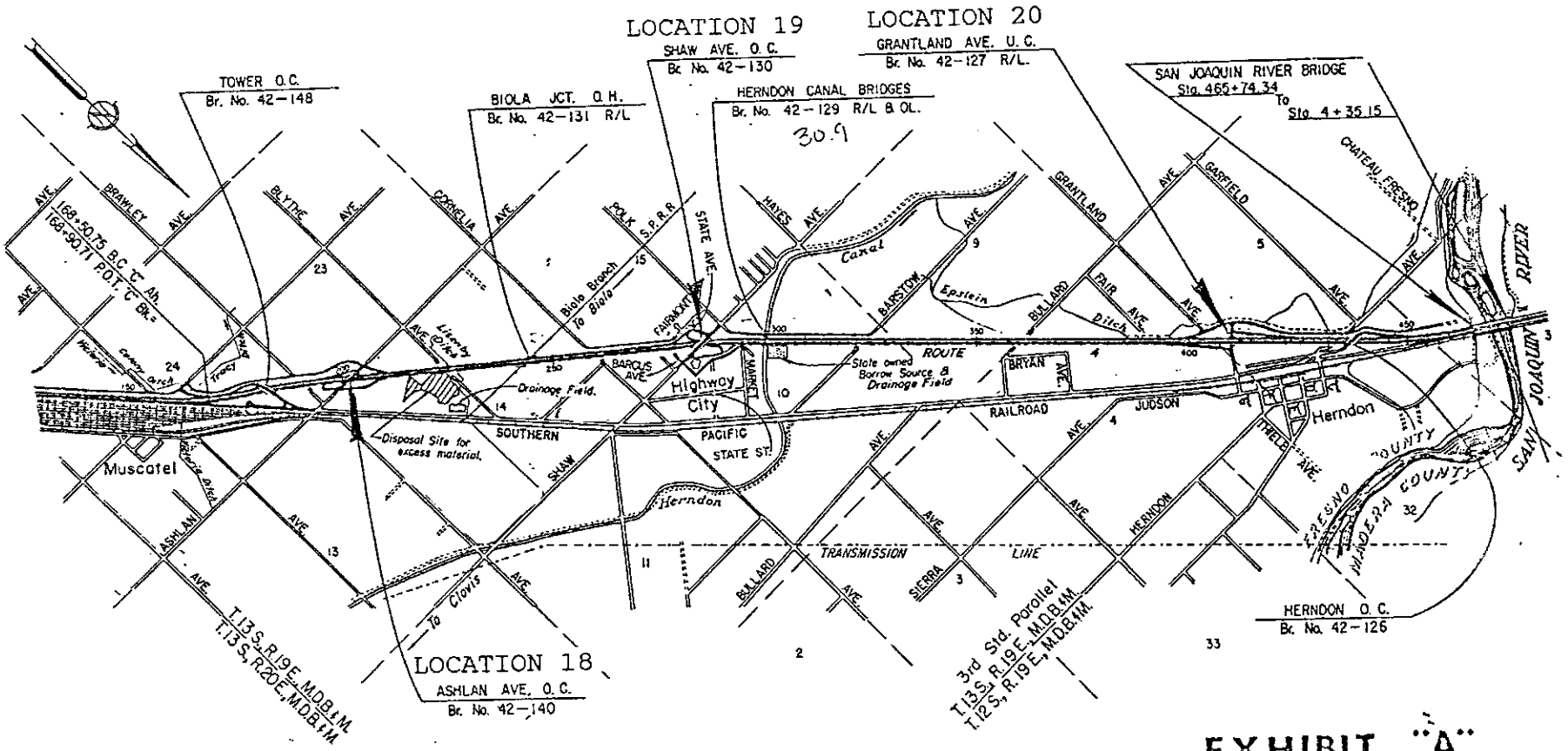
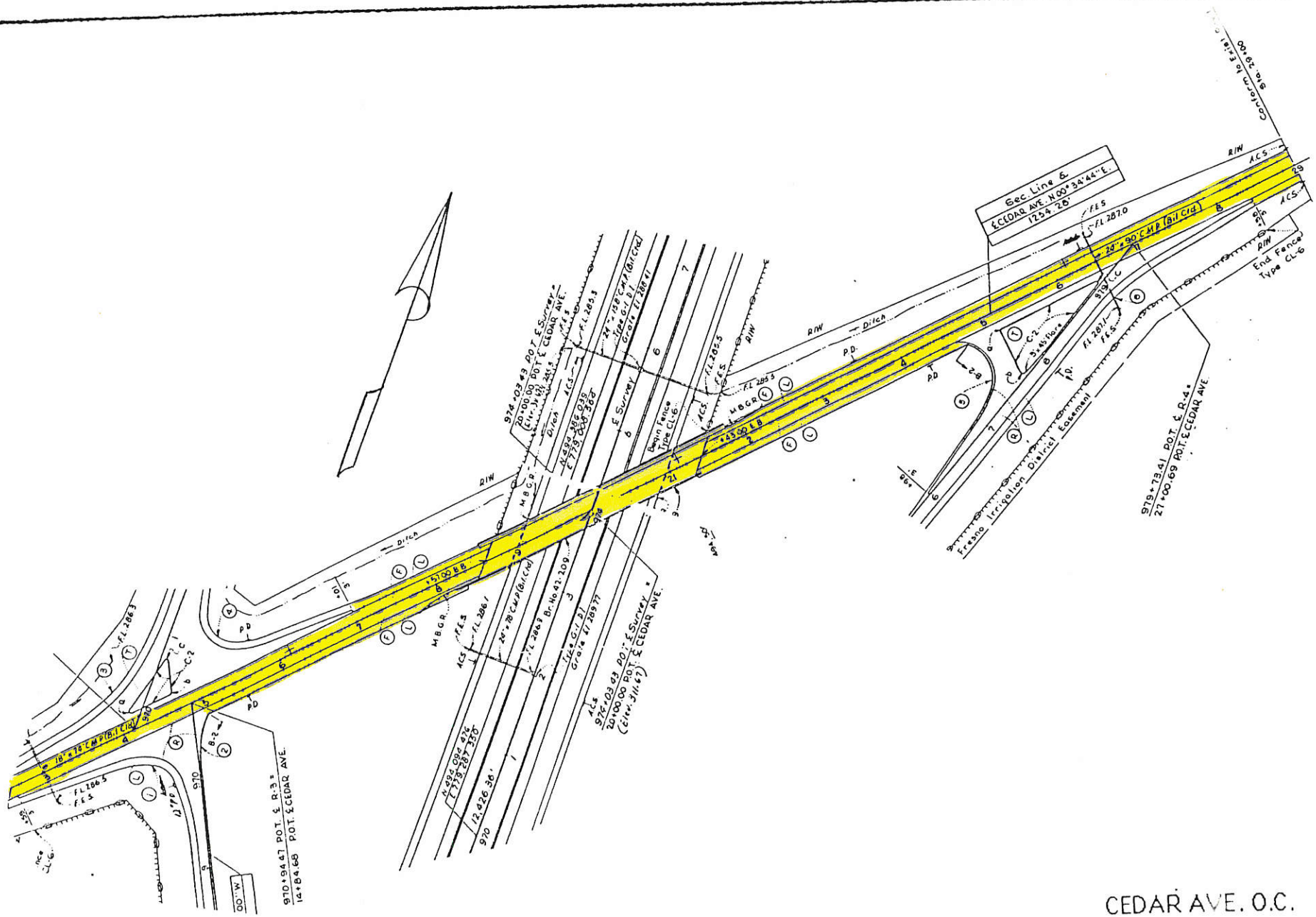


EXHIBIT "A"

AREA TO BE MAINTAINED BY THE CITY

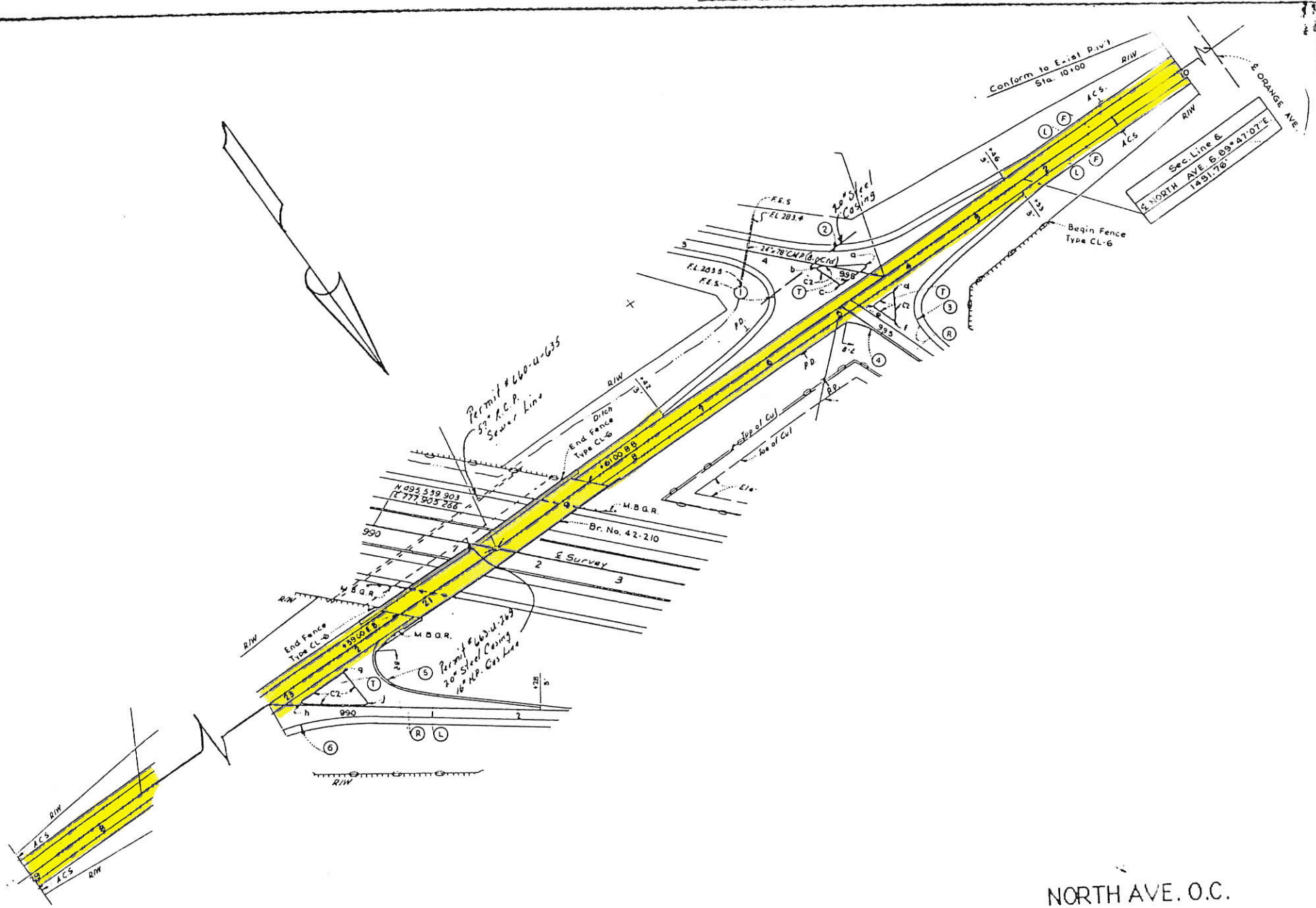
DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRE	99	16.93	7	26



CEDAR AVE. O.C.
LOCATION 1

AREA TO BE MAINTAINED BY THE CITY

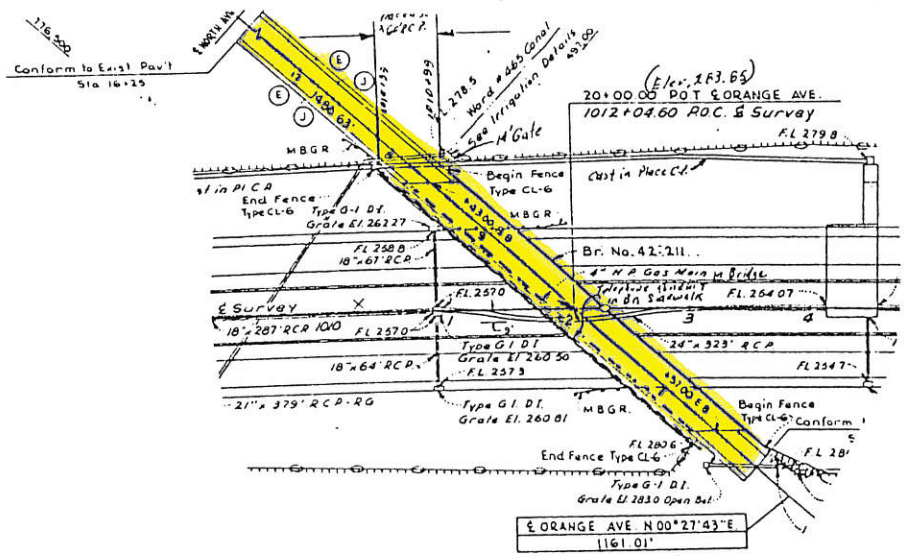
DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRE	99	17.25	8	26



NORTH AVE. O.C.
LOCATION 2

AREA TO BE MAINTAINED BY THE CITY

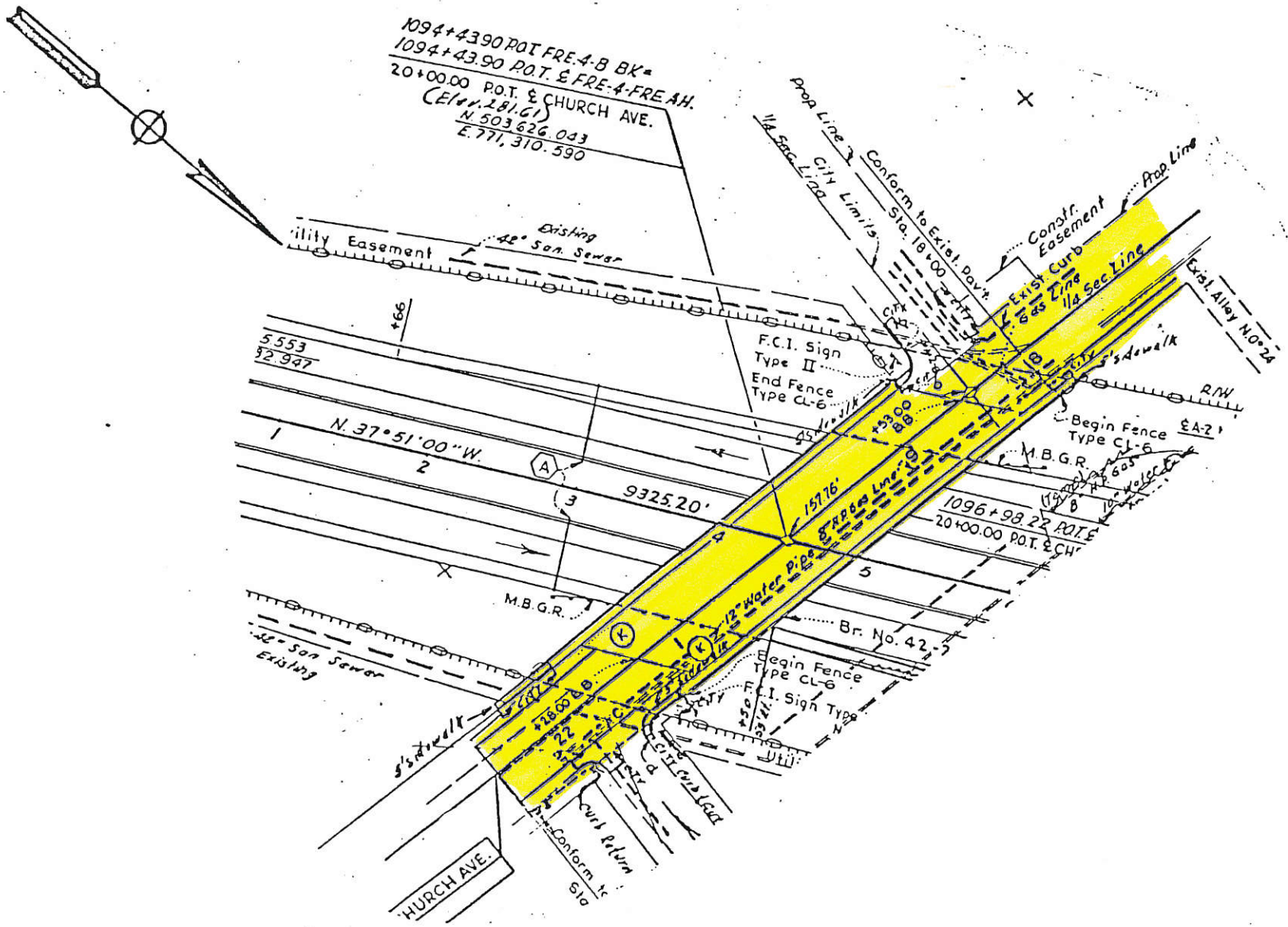
DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRE	99	17.65	9	26



ORANGE AVE. O.C.
LOCATION 3

AREA TO BE MAINTAINED BY THE CITY

DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRE	99	19.20	10	26

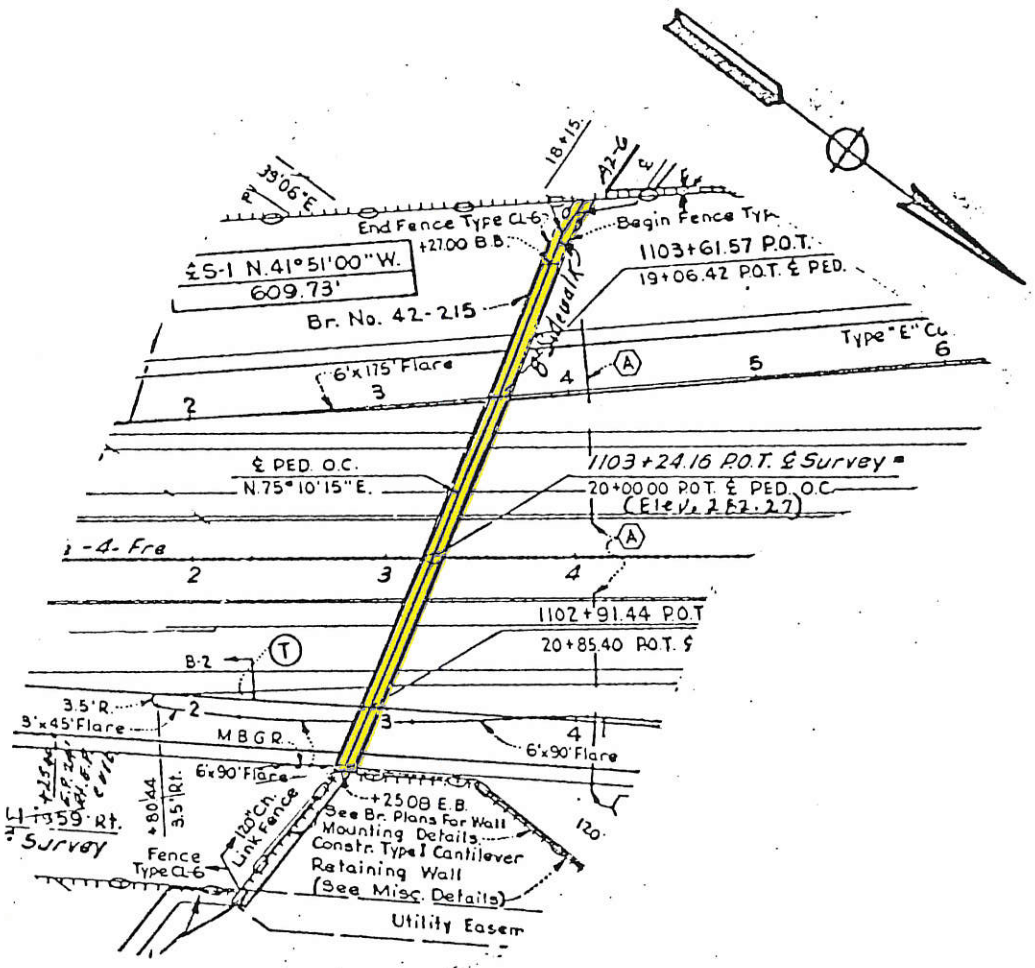


CHURCH AVE. O.C.

LOCATION 4

AREA TO BE MAINTAINED BY THE CITY

DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRE	99	19.37	1	26

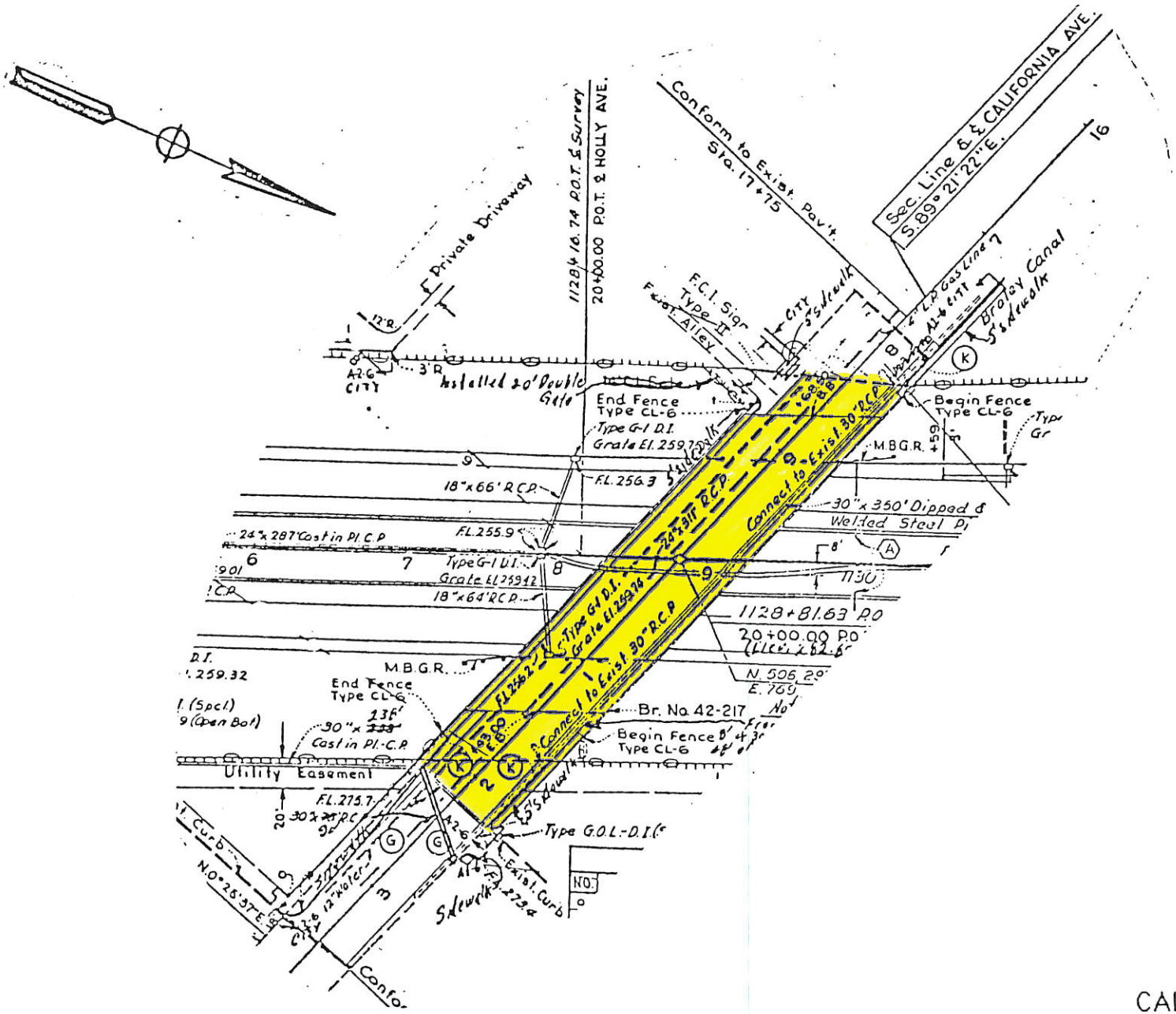


COSMOS PLAYGROUND PED. O.C.

LOCATION 5

AREA TO BE MAINTAINED BY THE CITY

DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRL	99	19.86	12	26

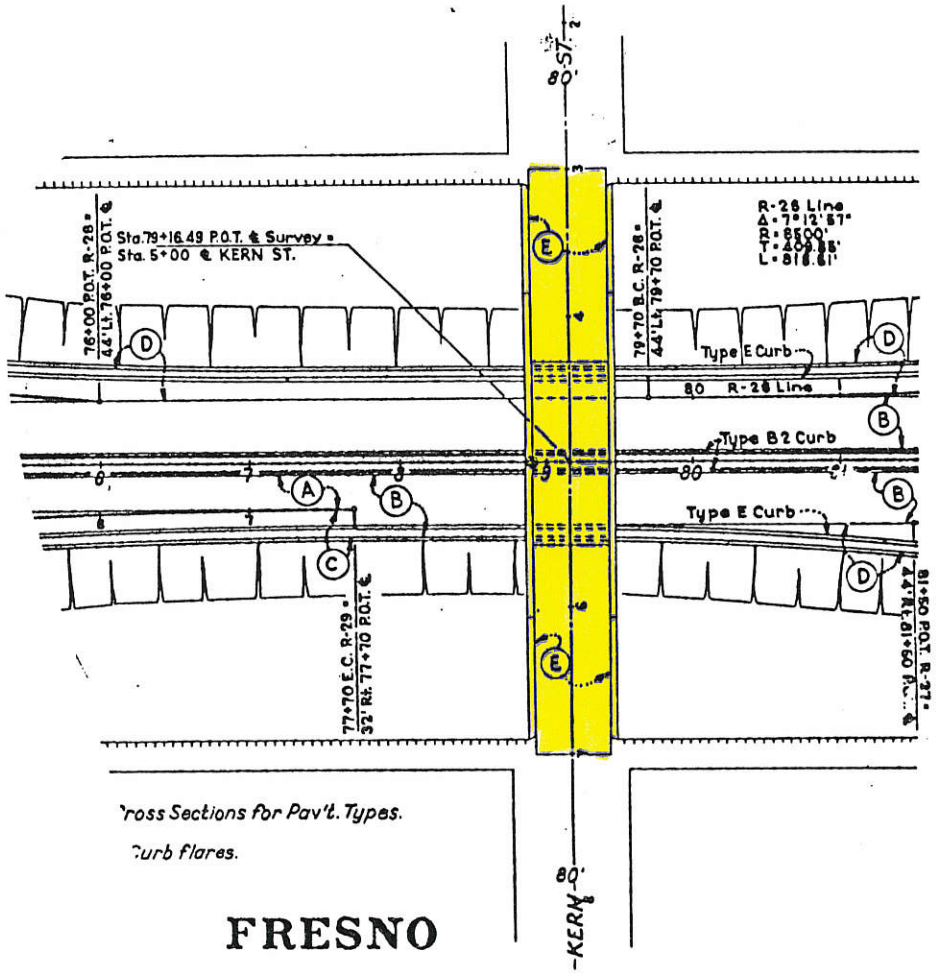


CALIFORNIA AVE. O.C.

LOCATION 6

AREA TO BE MAINTAINED BY THE CITY

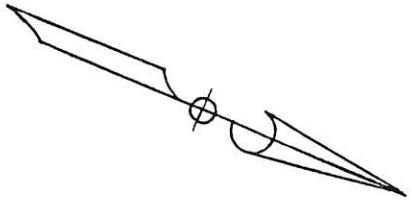
DIST.	COUN	ROUTE	POST MILE	SHEET	OF
06	FRE	99	20.46	13	26

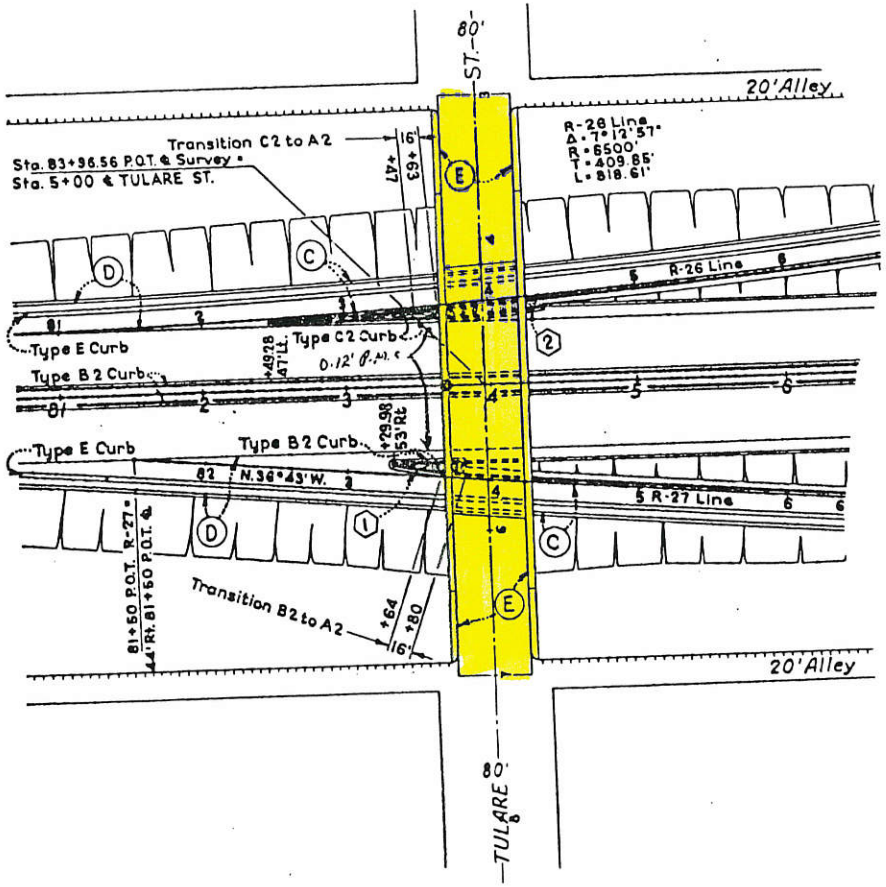


KERN ST. O.C.
LOCATION 7

AREA TO BE MAINTAINED BY THE CITY

DIST.	COUN	ROUTE	POST MILE	SHEET	OF
06	FRE	99	20.55	14	26



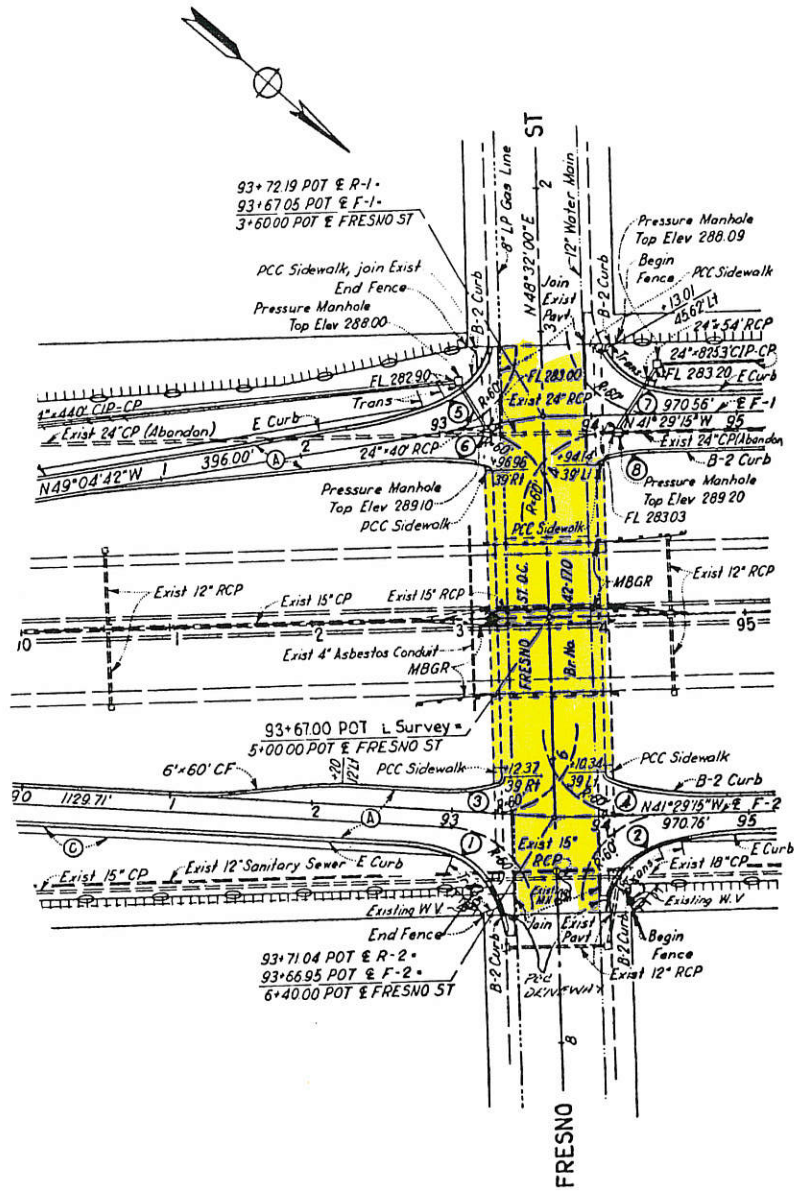


TULARE ST. O.C.

LOCATION 8

AREA TO BE MAINTAINED BY THE STATE

DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRE	99	20.74	15	26

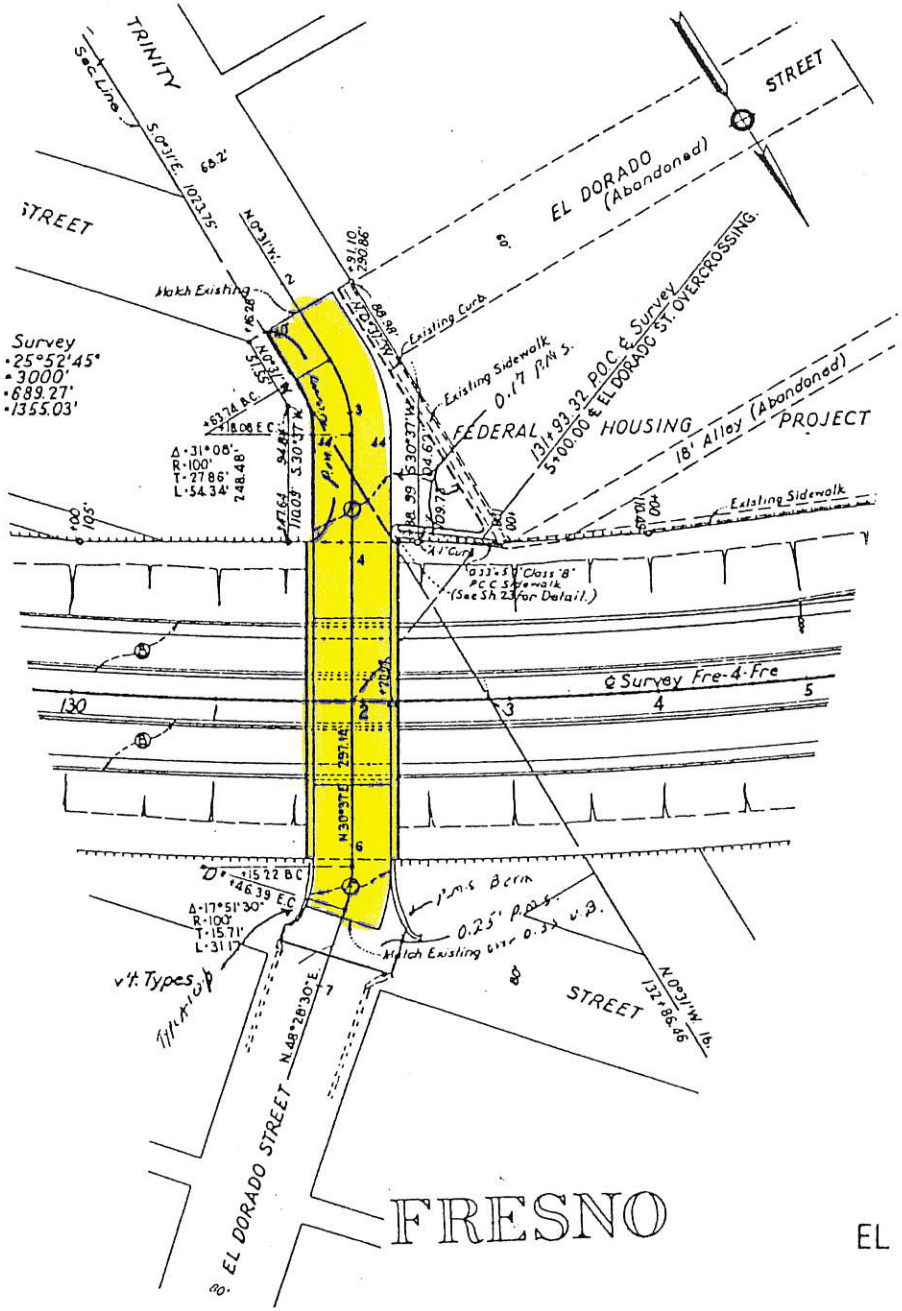


FRESNO ST. O.C.

LOCATION 9

AREA TO BE MAINTAINED BY THE CITY

DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRE	99	21.46	16	26

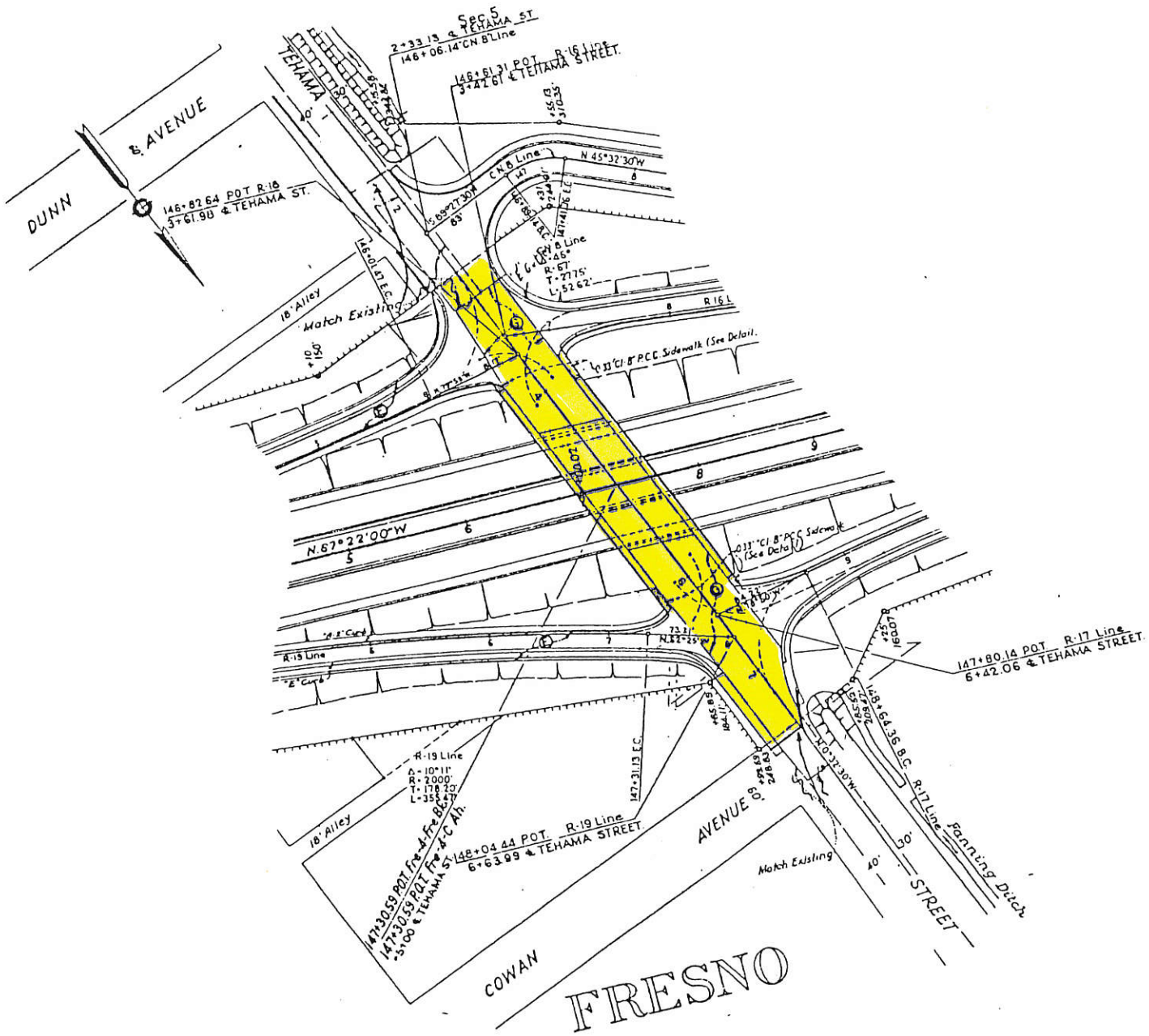


EL DORADO ST. O.C.

LOCATION 10

AREA TO BE MAINTAINED BY THE CITY

DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRE	99	21.75	17	26

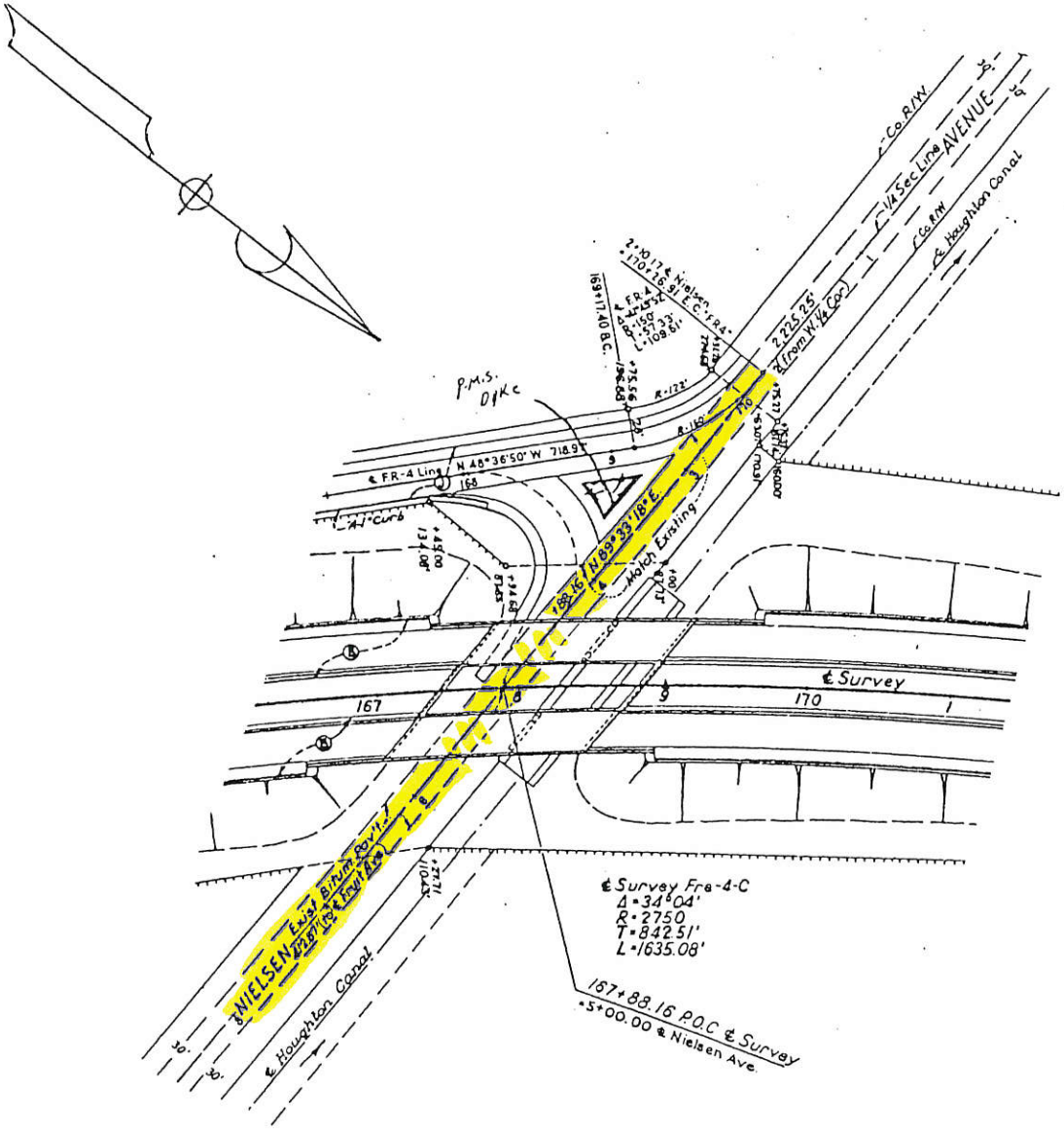


TEHAMA ST. O.C.

LOCATION 11

AREA TO BE MAINTAINED BY THE CITY

DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRE	99	22.15	18	26

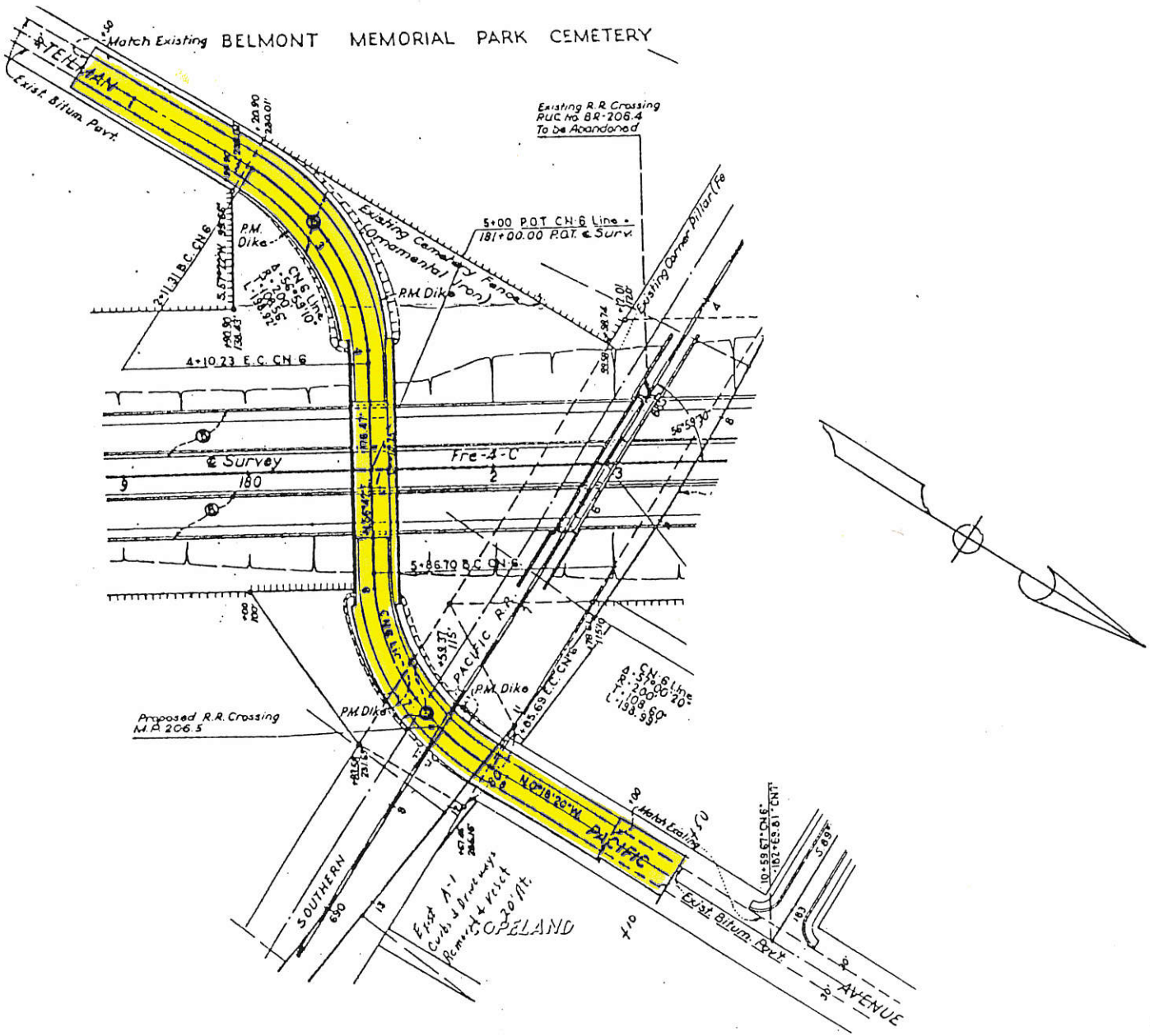


NIELSEN AVE. U.C.

LOCATION 12

AREA TO BE MAINTAINED BY THE CITY

DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRE	99	22.39	19	26

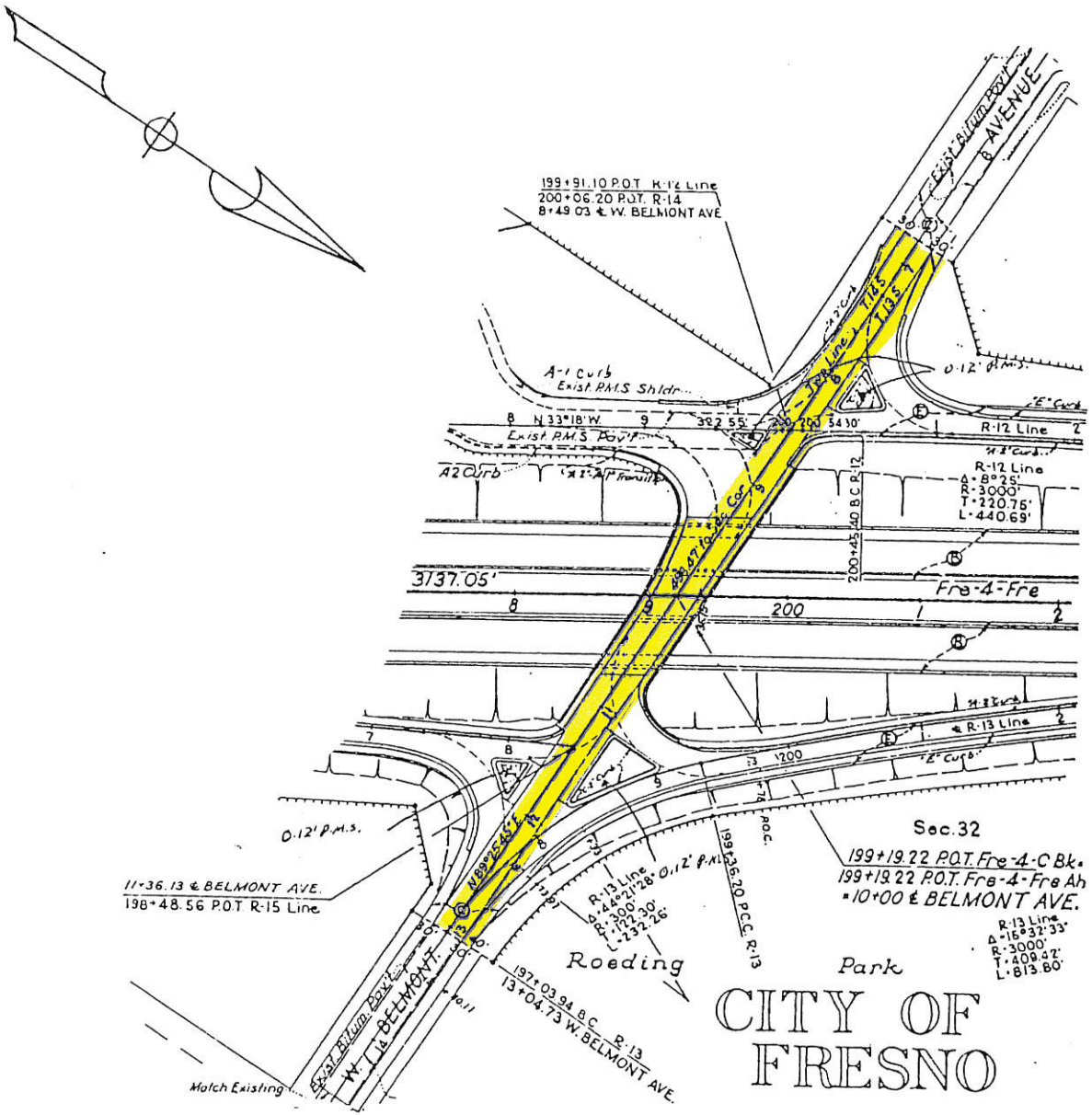


PACIFIC AVE. O.C.

LOCATION 13

AREA TO BE MAINTAINED BY THE CITY

DIST.	COUN	ROUTE	POST MILE	SHEET	OF
06	FRE	99	22.74	20	26

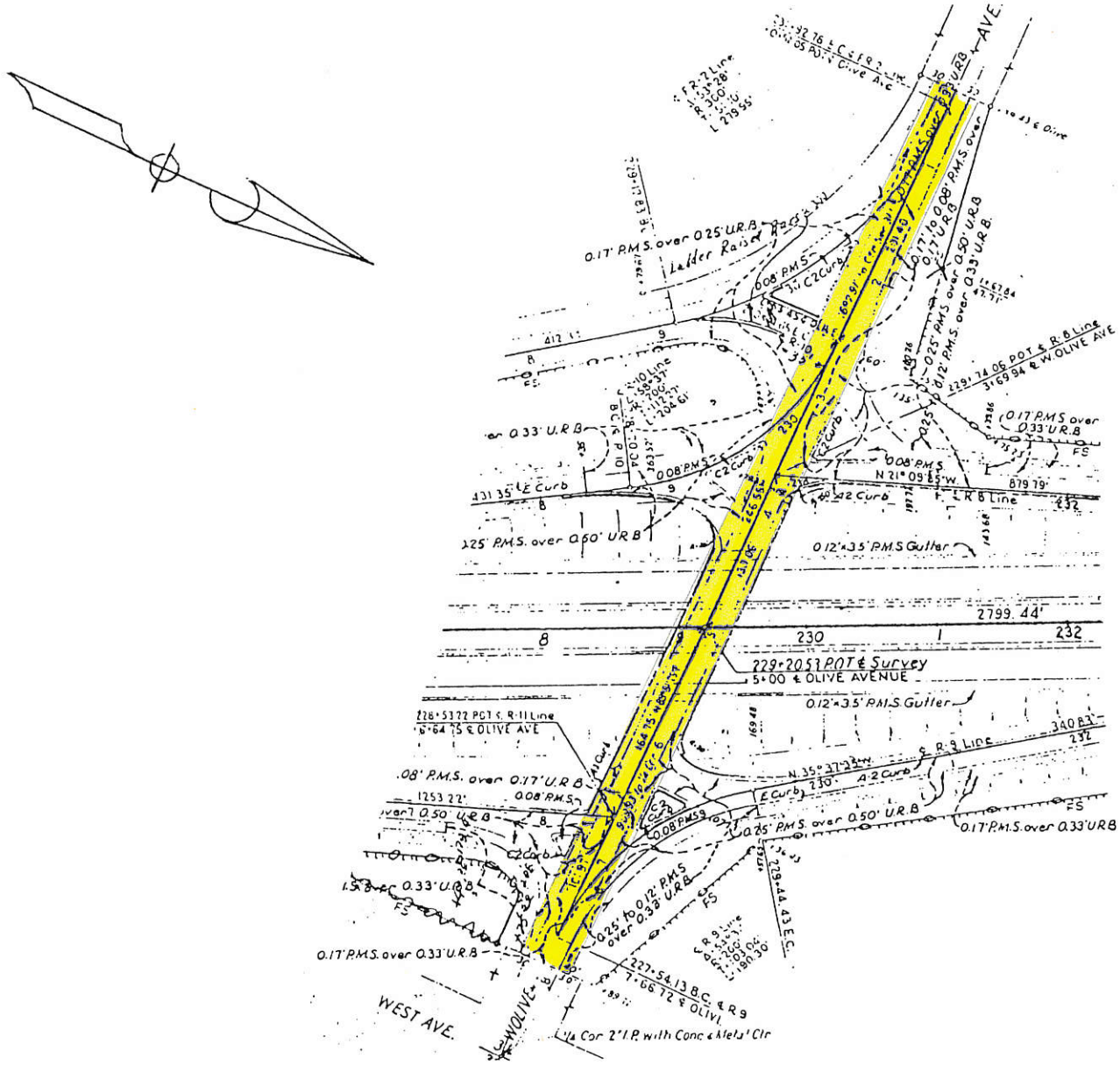


BELMONT AVE. O.C.

LOCATION 14

AREA TO BE MAINTAINED BY THE CITY

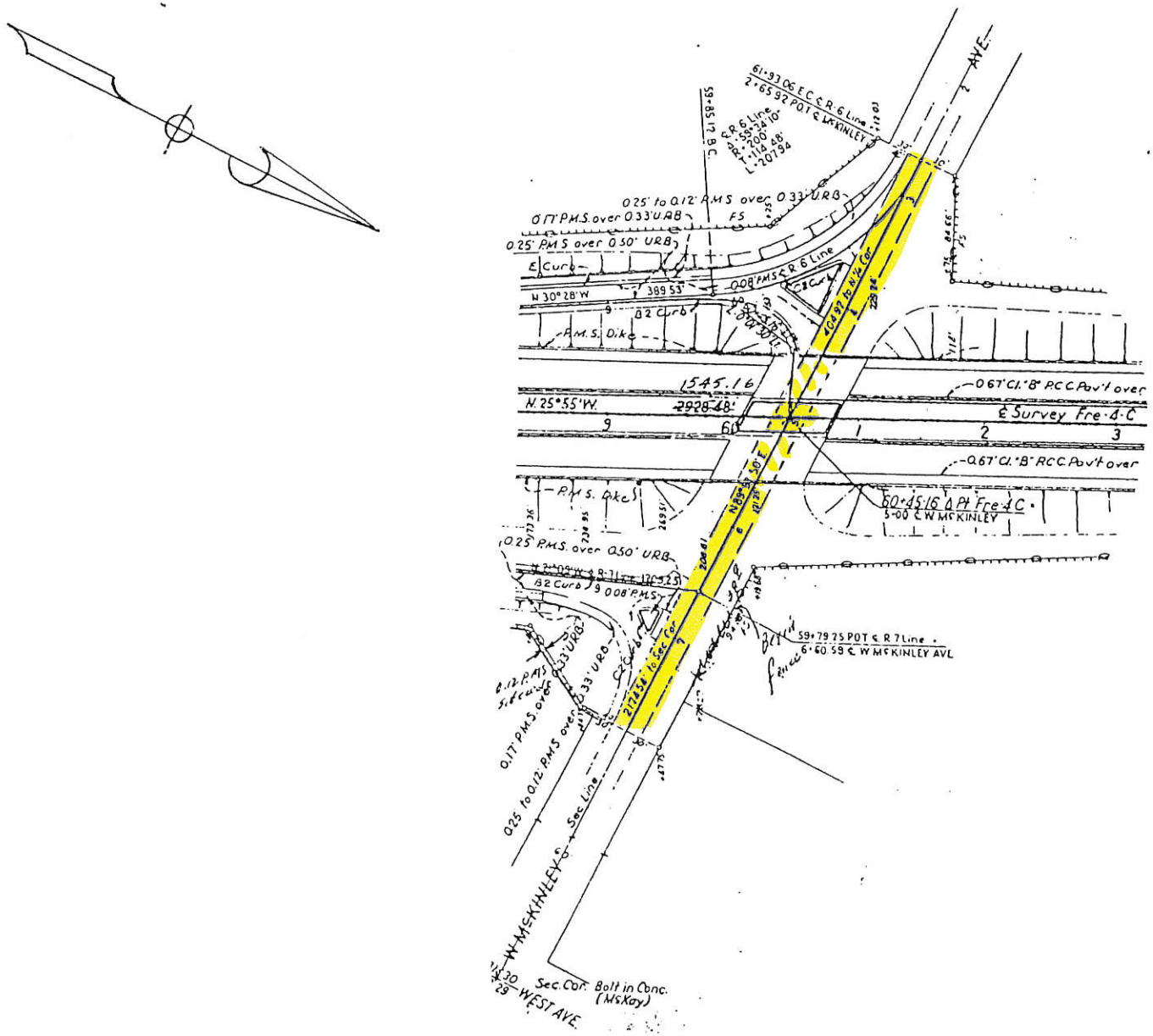
DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRE	99	23.30	21	26



OLIVE AVE. O.C.
LOCATION 15

AREA TO BE MAINTAINED BY THE CITY

DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRE	99	23.86	22	26

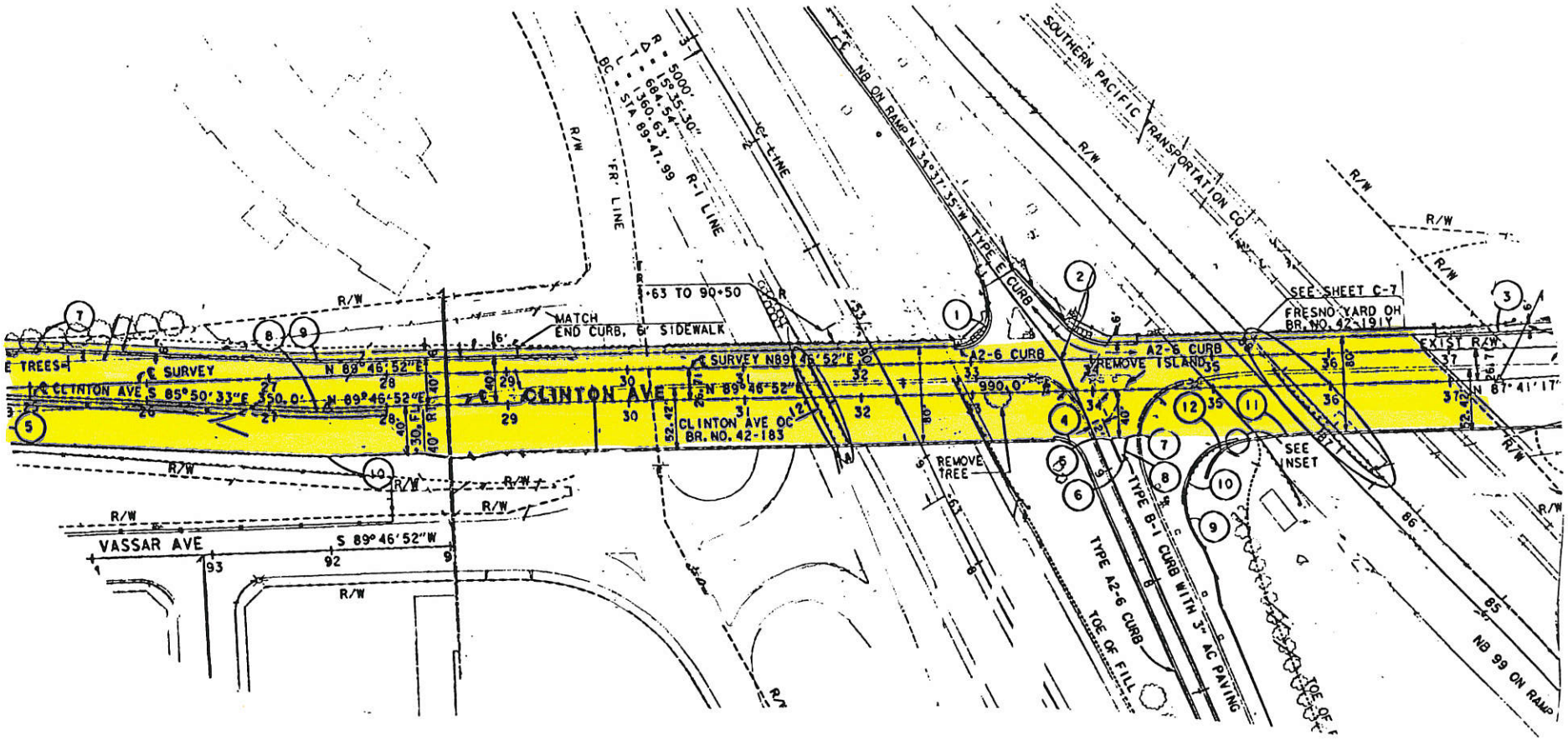


MCKINLEY AVE. U.C.

LOCATION 16

AREA TO BE MAINTAINED BY THE CITY

DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRE	99	24.42	23	26

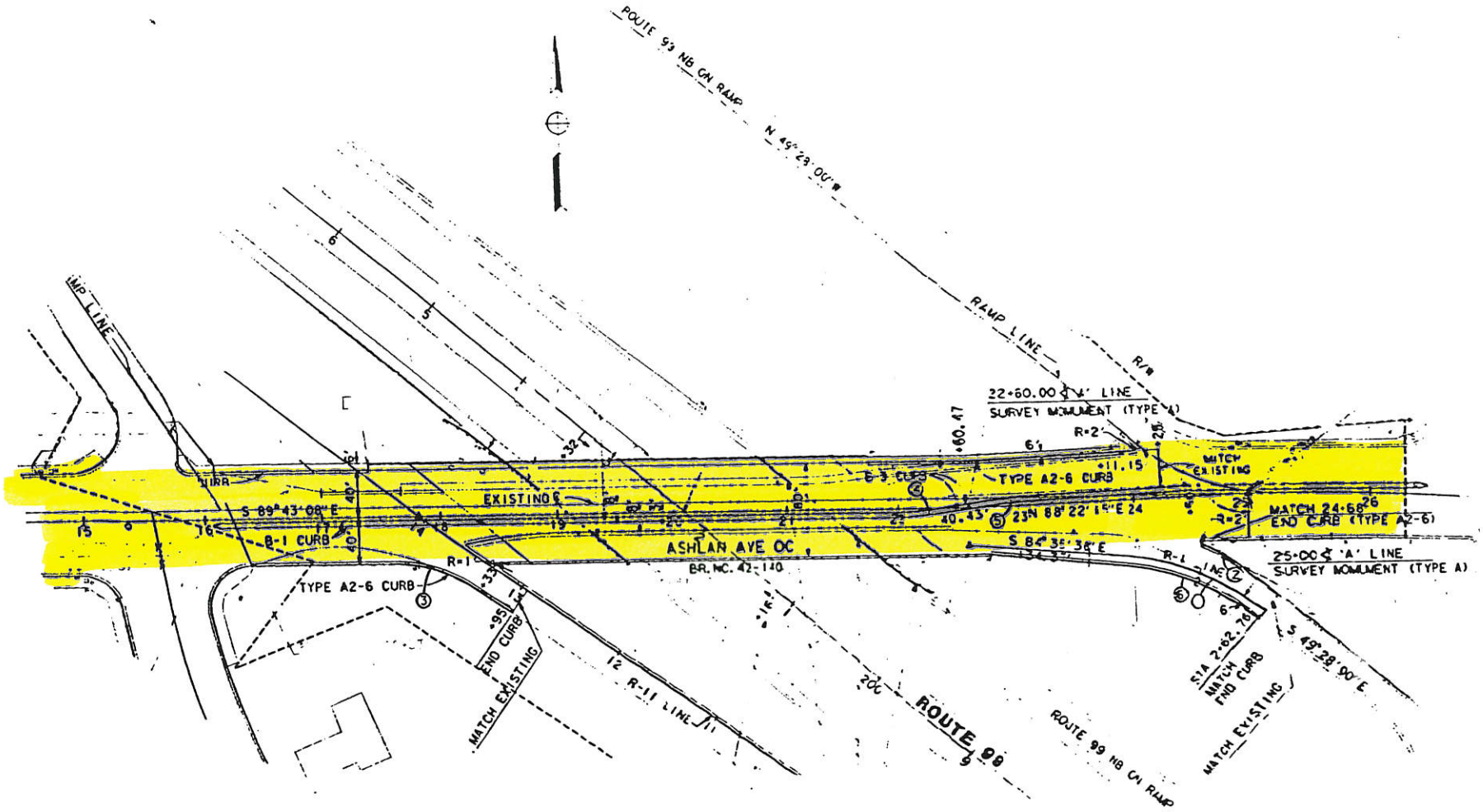


CLINTON AVE. O.C.

LOCATION 17

AREA TO BE MAINTAINED BY THE CITY

DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRE	99	26.55	24	26

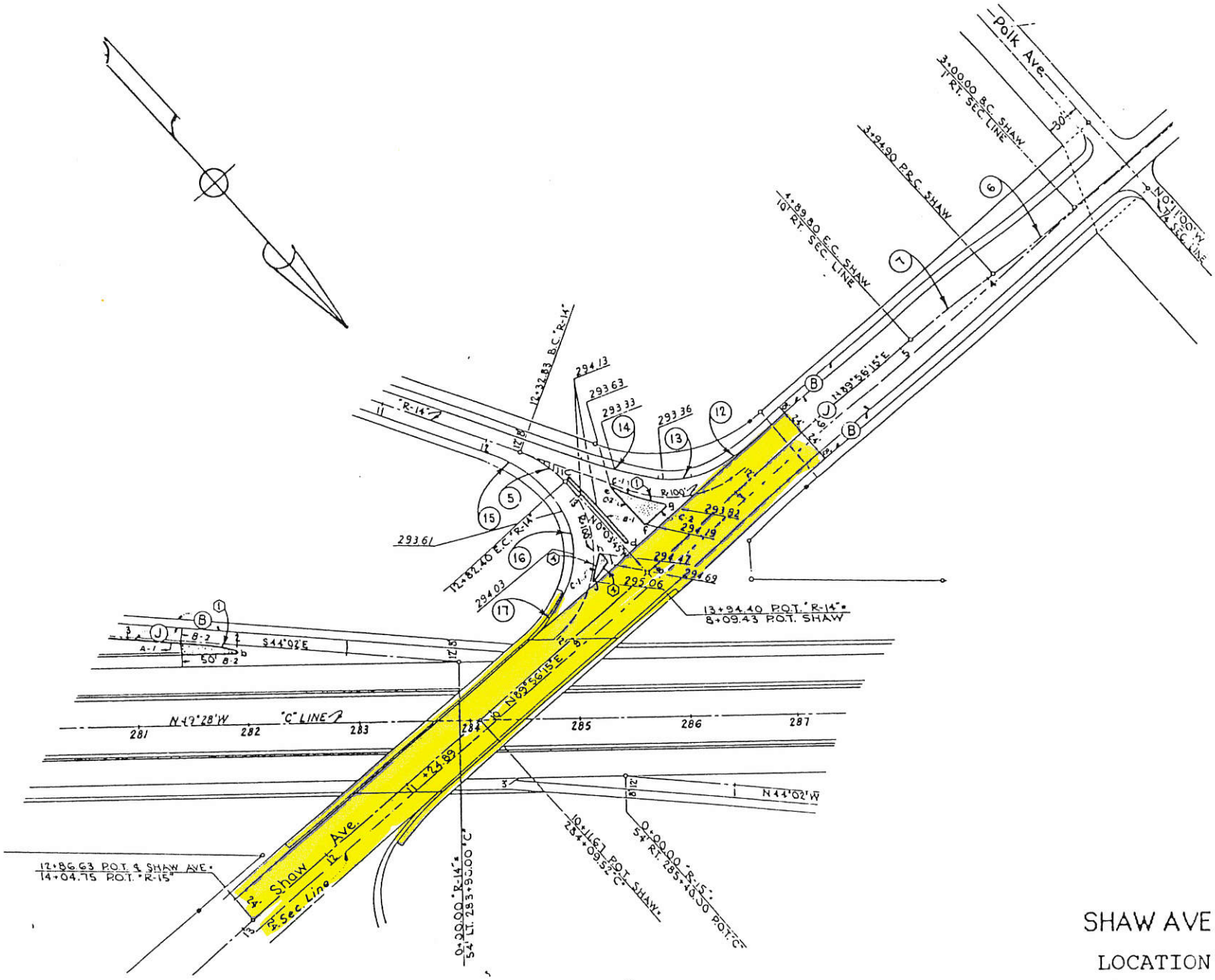


ASHLAN AVE. O.C.

LOCATION 18

AREA TO BE MAINTAINED BY THE CITY

DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRE	99	28.10	25	26.

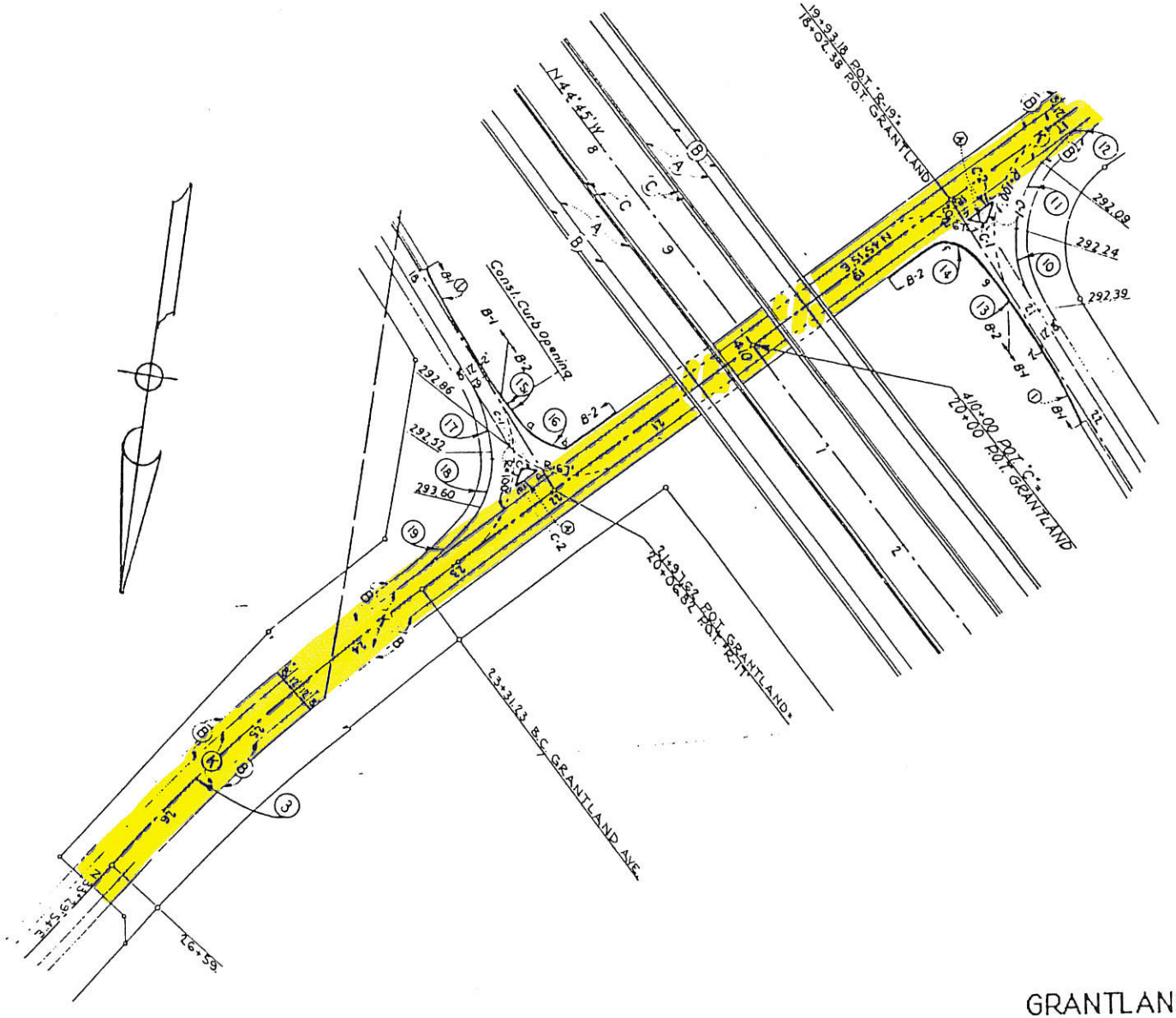


SHAW AVE. O.C.

LOCATION 19

AREA TO BE MAINTAINED BY THE CITY

DIST.	COUNTY	ROUTE	POST MILE	SHEET	OF
06	FRE	99	30.48	26	26



GRANTLAND AVE. U.C.

LOCATION 20

AREA TO BE MAINTAINED BY THE CITY