

**FREEWAY MAINTENANCE AGREEMENT**  
**WITH**  
**CITY OF ARROYO GRANDE**

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 CITY of ARROYO GRANDE; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. On May 17, 1989 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 STATE Highway Route (SR) 101, declared a freeway, within the jurisdictional limits of the CITY.
2. Recent adjustments to said freeway have now been completed and the PARTIES hereto mutually desire to identify the maintenance responsibilities of the CITY for areas lying within those modified freeway limits.
3. On October 15, 2008, STATE relinquished to CITY that portion of State Route 227 (SR 227) within the City limits, including the portion of SR 227 situated adjacent to State Route 101.
4. Encroachment Permit Number \_\_\_\_\_ was executed between CITY and STATE on \_\_\_\_\_ to construct a realigned City drainage system into Caltrans R/W on SR 101.
5. There are existing Freeway Maintenance Agreements, with CITY dated June 8, 1966 and October 26, 1966. This Agreement is meant to replace or supersede the earlier agreements.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

1. PARTIES agree this Agreement shall supersede all previous said Freeway Maintenance Agreements executed by PARTIES on June 8, 1966 and October 26, 1966.
2. Pursuant to Section 7 of the May 17, 1989 Freeway Agreement, CITY has resumed or will resume control and maintenance over each of the relocated or

reconstructed CITY roads, frontage roads, and other STATE constructed local roads, except for any portion which is adopted by STATE as a part of the freeway proper.

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. CITY agrees to continue their control and maintenance of each of the affected relocated or reconstructed CITY streets and roads as shown on the attached hereto, Exhibit A, B, C, and D and made a part hereof by this reference.
5. 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' maintenance responsibility as described herein, and there is mutual agreement on a change in the maintenance responsibilities between PARTIES, the PARTIES can revise the Exhibit A, B, C and or D by a mutual written-execution of each of the exhibits.
6. CITY must obtain the necessary Encroachment Permits from STATE's District 5 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.

#### 7. VEHICULAR OVERCROSSINGS

7.1. 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.

7.2. 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.

#### 8. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS

8.1. CITY will maintain the CITY paved 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.

8.2. 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.

9. WALLS, SOUNDWALLS, AND COLUMNS – CITY is responsible for debris removal, cleaning, and painting to keep CITY's side of any wall structure or column free of debris, dirt, and graffiti.

10. LANDSCAPED AREAS CITY is responsible for the maintenance of any plantings or other types of roadside improvements of PROJECT lying outside of the fenced area restricting walk-on access to the freeway.

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

## 12. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES

A separate "Electrical Facilities Cost Sharing Agreement" may be executed in the future allocating these costs between the PARTIES.

## 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 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 arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and 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 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, tortuous, 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.

#### 14. PREVAILING WAGES:

- 14.1. 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 works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY 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. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 14.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

#### 15. INSURANCE

- 15.1. SELF-INSURED - 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 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 certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the SR 101 location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

15.2. 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 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.

16. 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.

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 CITY OF

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Mayor

Initiated and Approved

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Deputy District Director  
Maintenance District 05

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Attorney

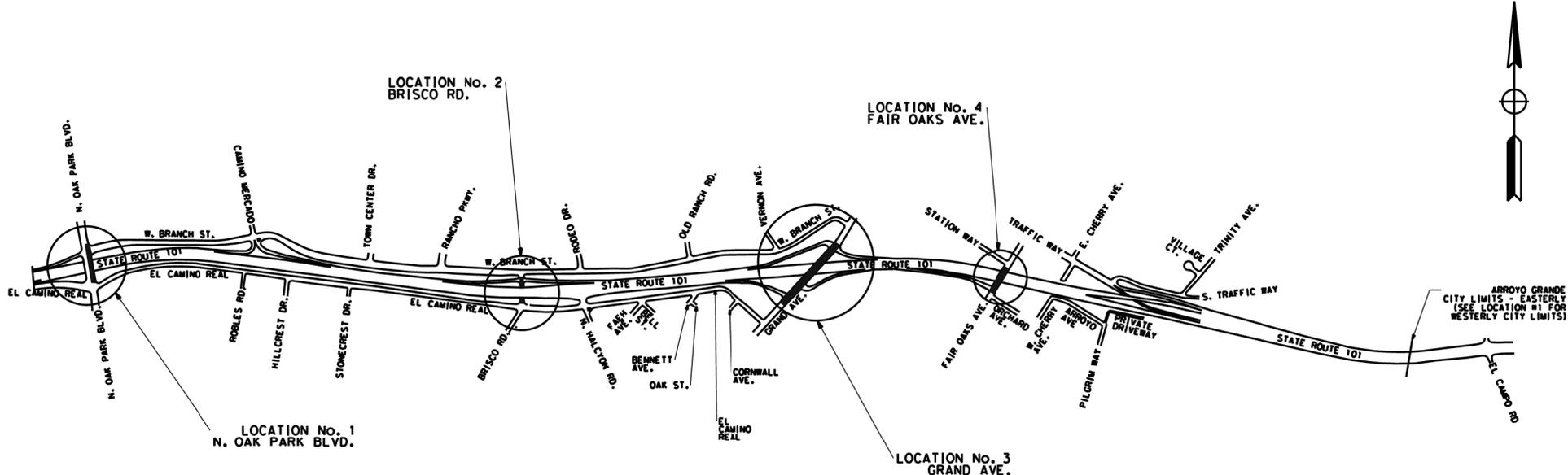
**EXHIBIT "A"**

(Plan map identifying the applicable STATE Routes (Freeway proper) and CITY roads and facilities)

DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
05	SLO	101	12.0 - 14.60	1	5

- INDEX OF PLANS  
 1. VICINITY MAP  
 2. LOCATION No. 1  
 3. LOCATION No. 2  
 4. LOCATION No. 3  
 5. LOCATION No. 4

EXHIBIT A  
 VICINITY MAP

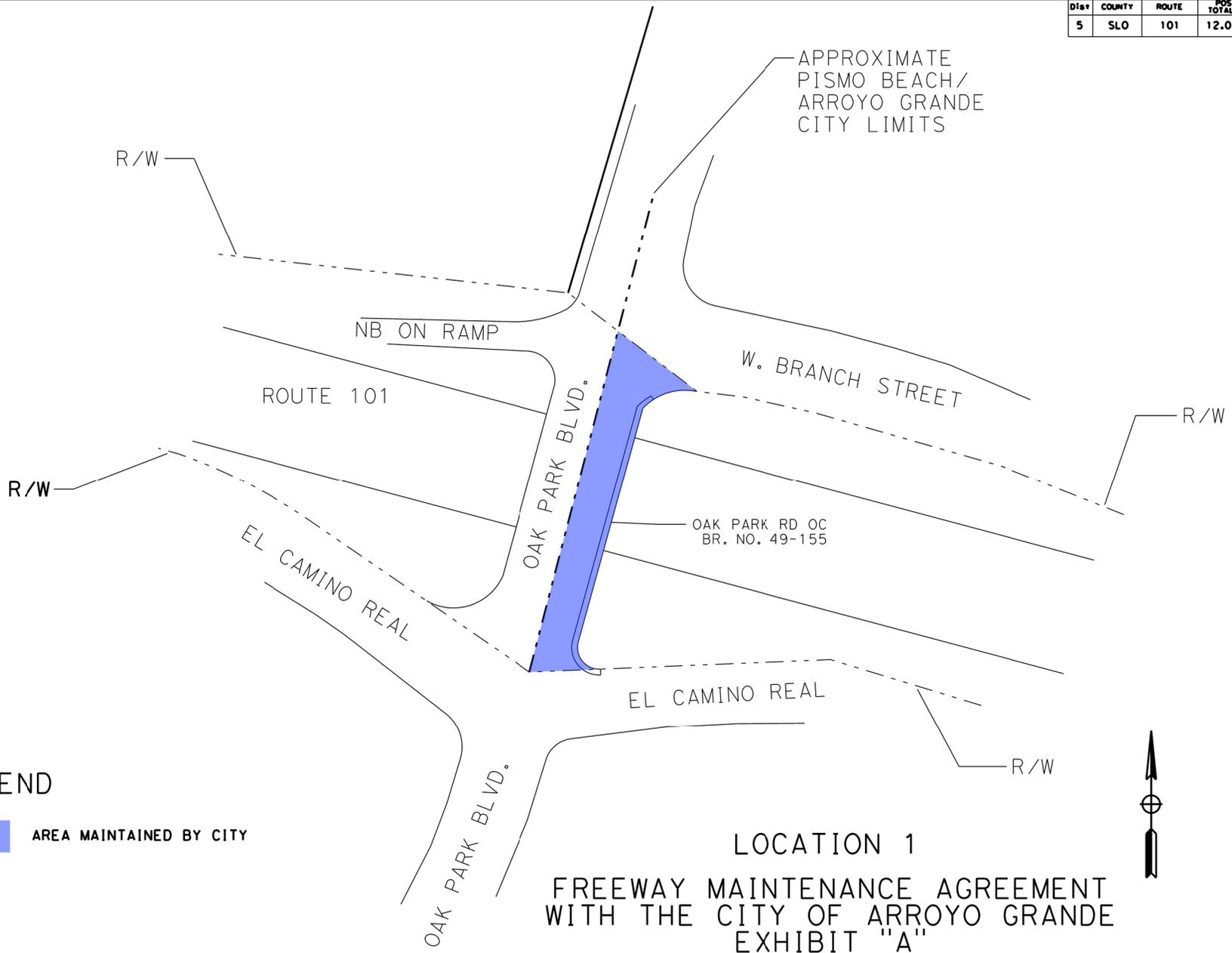


FREEWAY MAINTENANCE AGREEMENT  
 WITH THE CITY OF ARROYO GRANDE  
 ON STATE ROUTE 101 FROM THE THE CITY LIMIT  
 JUST WEST OF EL CAMPO RD. TO THE  
 CITY LIMIT AT N. OAK PARK BLVD.

RELATIVE BORDER SCALE  
 IS IN INCHES

0 1 2 3  
 | | | |  
 1 1 1 1

DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
5	SLO	101	12.0 - 14.6	2	5



APPROXIMATE  
PISMO BEACH/  
ARROYO GRANDE  
CITY LIMITS

LEGEND

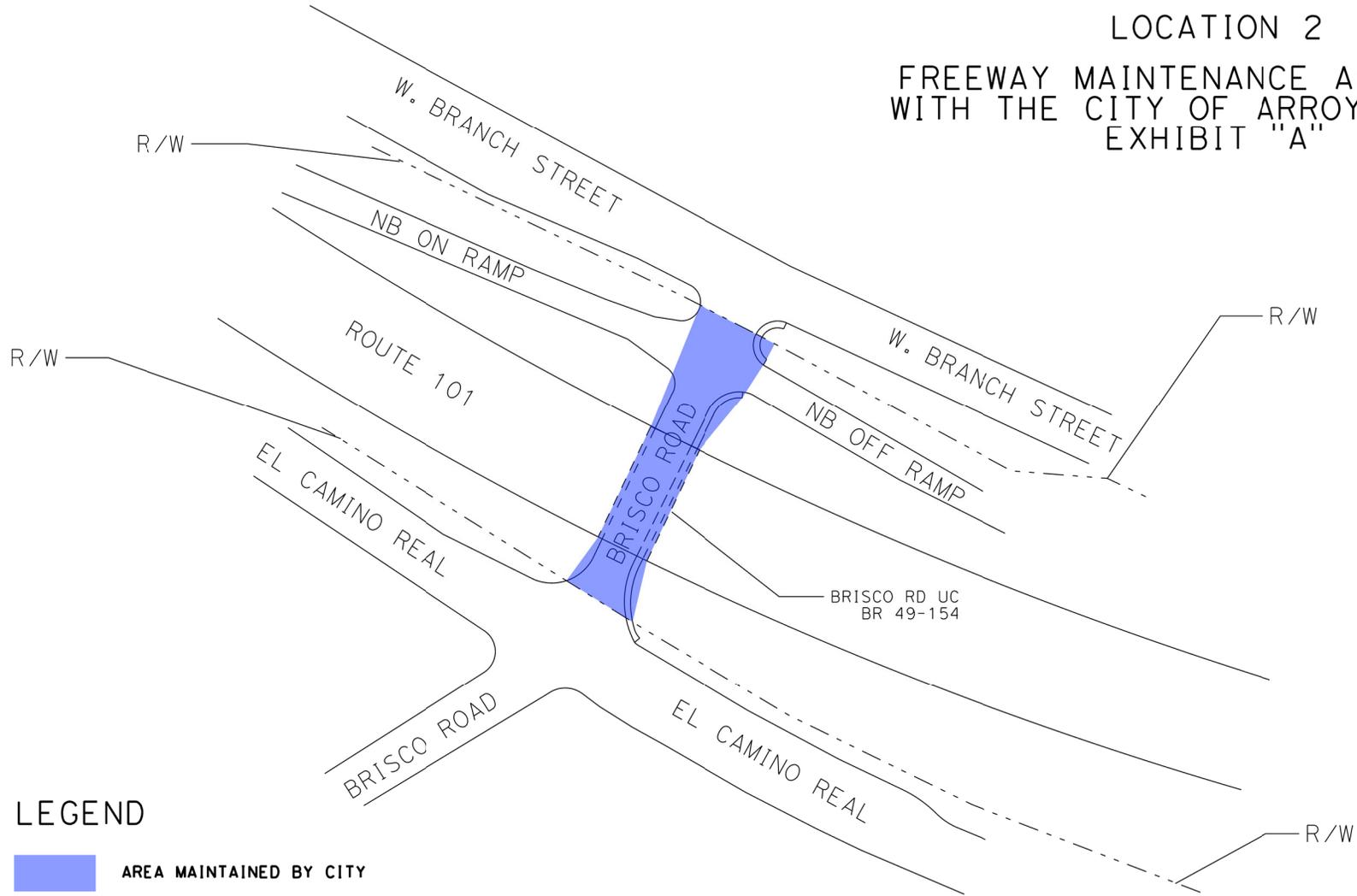
AREA MAINTAINED BY CITY

LOCATION 1  
FREEWAY MAINTENANCE AGREEMENT  
WITH THE CITY OF ARROYO GRANDE  
EXHIBIT "A"

RELATIVE BORDER SCALE  
1/5 IN INCHES

Dist.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
5	SLO	101	12.0 - 14.6	3	5

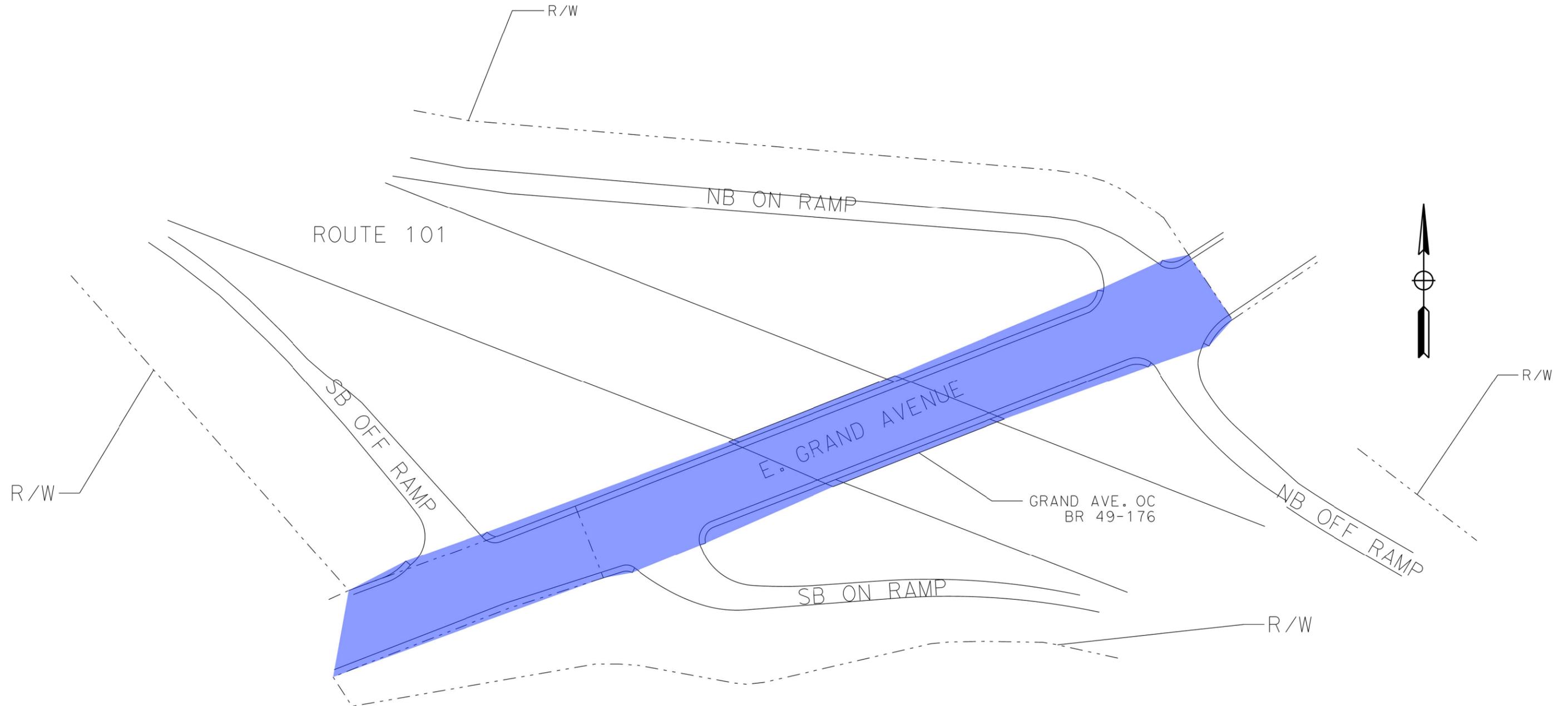
LOCATION 2  
 FREEWAY MAINTENANCE AGREEMENT  
 WITH THE CITY OF ARROYO GRANDE  
 EXHIBIT "A"



LEGEND

AREA MAINTAINED BY CITY

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
5	SLO	101	12.0 - 14.6	4	5



LEGEND

 AREA MAINTAINED BY CITY

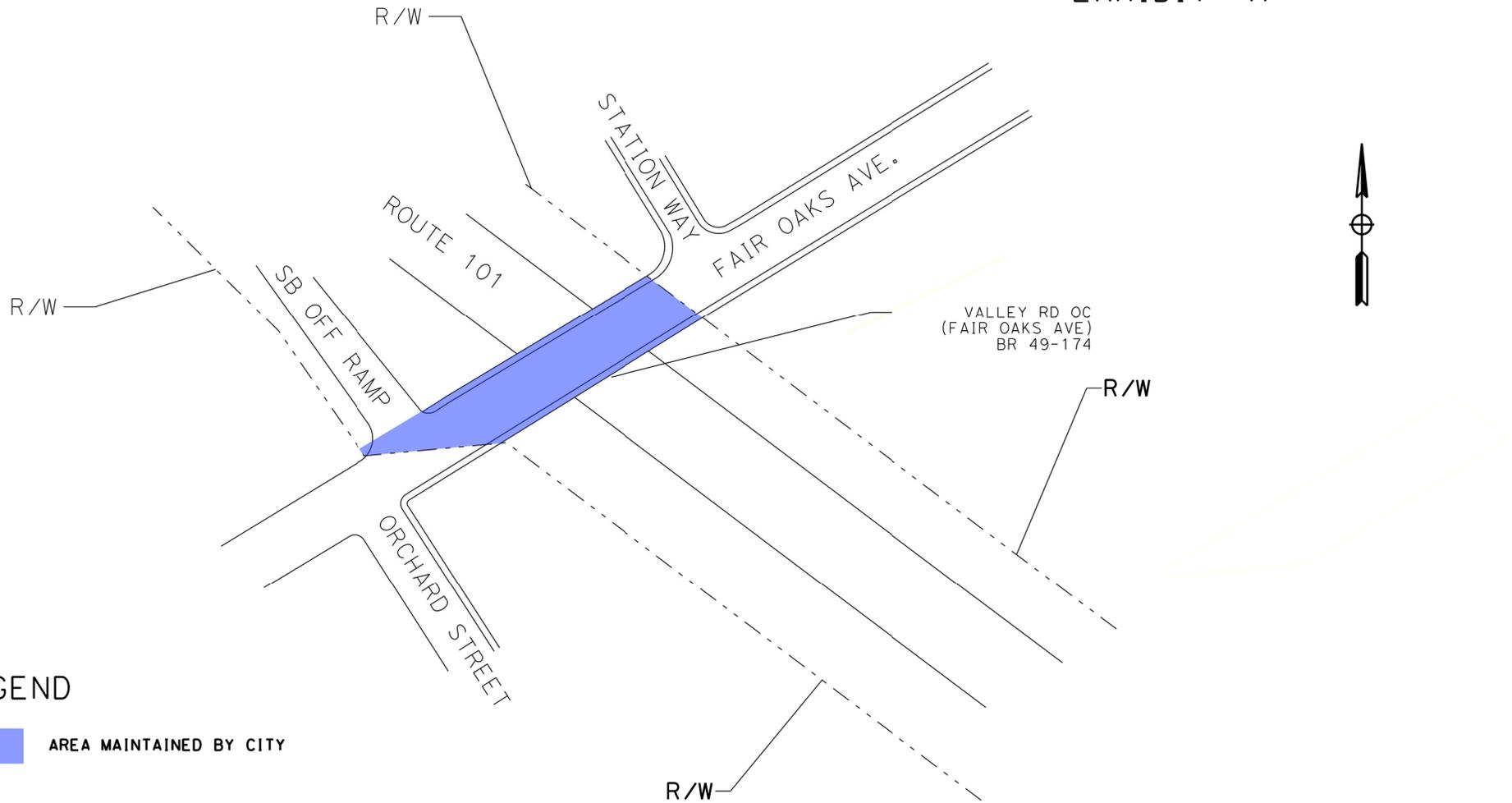
LOCATION 3  
 FREEWAY MAINTENANCE AGREEMENT  
 WITH THE CITY OF ARROYO GRANDE  
 EXHIBIT "A"

RELATIVE BORDER SCALE  
 IS IN INCHES



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
5	SLO	101	12.0 to 14.6	5	5

LOCATION 4  
 FREEWAY MAINTENANCE AGREEMENT  
 WITH THE CITY OF ARROYO GRANDE  
 EXHIBIT "A"



LEGEND

 AREA MAINTAINED BY CITY

**EXHIBIT B – LETTER OF CERTIFICATE OF CITY OF ARROYO GRANDE STATEMENT OF SELF INSURANCE**

Caltrans – District 5

February 1, 2022

50 Higuera Street  
San Luis Obispo, CA 93401

ATTN: Berkeley Lindt – Senior Maintenance Engineer

RE: Statement of Self Insurance for City of Arroyo Grande Related to Freeway Maintenance Agreement with State of California Department of Transportation (“STATE”) for the portion of freeway along Highway 101 at PM 12.0 to 14.6.

Dear Berkeley,

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, 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 liability and property damage liability, meets the required coverage amounts in section 15 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

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

Sincerely,

FINANCE MANAGER

## **EXHIBIT “C”**

### TRAFFIC SIGNAL AND LIGHTING

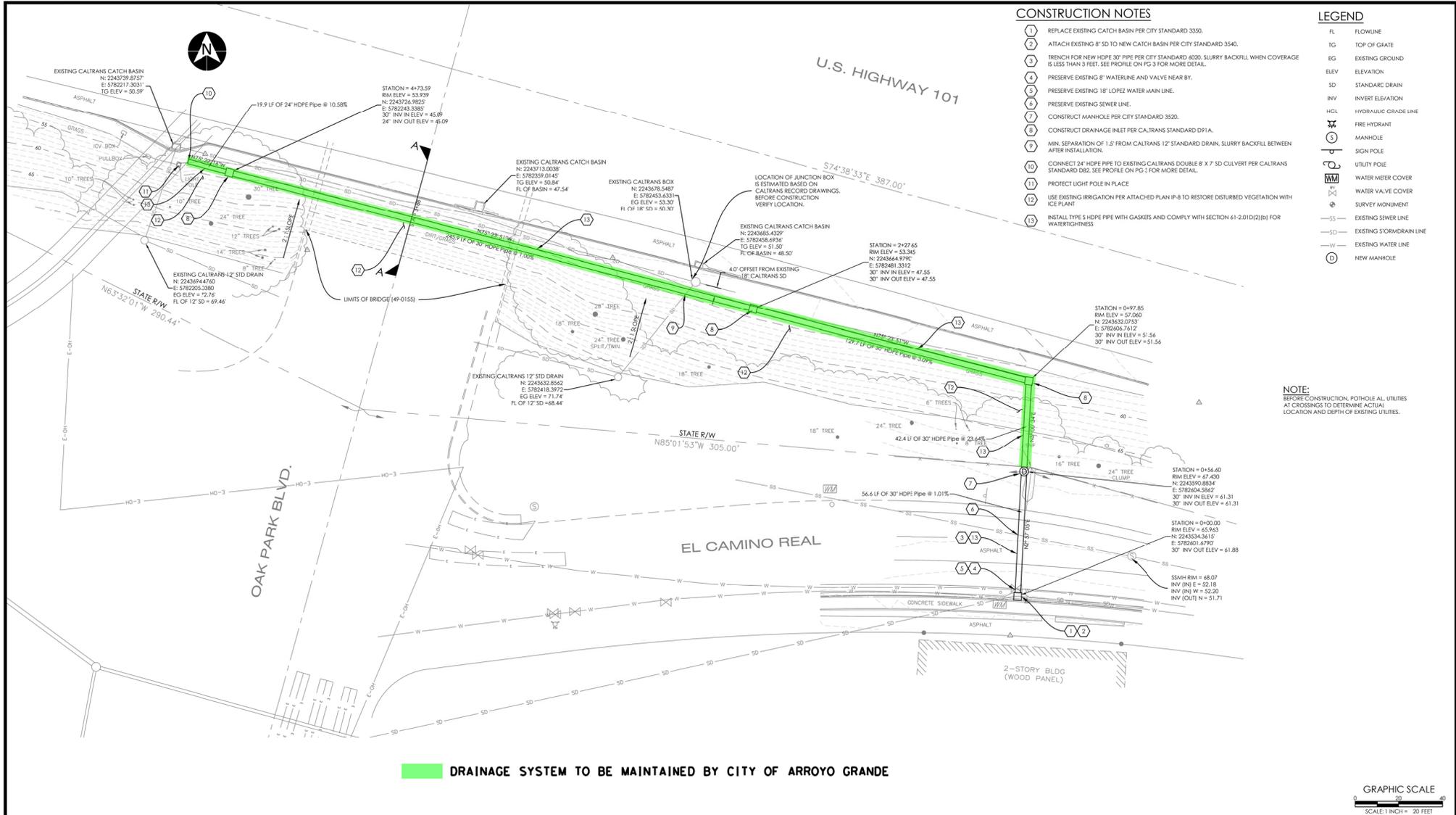
A separate “Electrical Facilities Cost Sharing Agreement” will be executed in the future allocating costs between parties.

**EXHIBIT “D”**

CITY shall be responsible for the construction and maintenance of the City Drainage System as highlighted in the attached Exhibit D and shall be responsible for any cleanup necessary or damage caused by the City Drainage System. In the event that the City Drainage System conflicts with any future widening or freeway improvements, City shall be responsible for all costs associated with relocation of the City Drainage System to avoid such conflicts. CITY shall be responsible to maintain any disturbed landscaping and irrigation until the landscaping is reestablished.

# FREEWAY MAINTENANCE AGREEMENT WITH THE CITY OF ARROYO GRANDE ADJACENT TO OAK PARK BLVD. DRAINAGE SYSTEM

## EXHIBIT "D"



### CONSTRUCTION NOTES

- 1 REPLACE EXISTING CATCH BASIN PER CITY STANDARD 3350.
- 2 ATTACH EXISTING 8" SD TO NEW CATCH BASIN PER CITY STANDARD 3540.
- 3 TRENCH FOR NEW HDPE 30" PIPE PER CITY STANDARD 4020. SLURRY BACKFILL WHEN COVERAGE IS LESS THAN 3 FEET. SEE PROFILE ON PG 3 FOR MORE DETAIL.
- 4 PRESERVE EXISTING 8" WATERLINE AND VALVE NEAR BY.
- 5 PRESERVE EXISTING 18" LOPEZ WATER MAIN LINE.
- 6 PRESERVE EXISTING SEWER LINE.
- 7 CONSTRUCT MANHOLE PER CITY STANDARD 3520.
- 8 CONSTRUCT DRAINAGE INLET PER CALTRANS STANDARD D91A.
- 9 MIN. SEPARATION OF 1.5' FROM CALTRANS 12" STANDARD DRAIN. SLURRY BACKFILL BETWEEN AFTER INSTALLATION.
- 10 CONNECT 24" HDPE PIPE TO EXISTING CALTRANS DOUBLE 6" X 7" SD CULVERT PER CALTRANS STANDARD D82. SEE PROFILE ON PG 1 FOR MORE DETAIL.
- 11 PROTECT LIGHT POLE IN PLACE
- 12 USE EXISTING IRRIGATION PER ATTACHED PLAN IP-8 TO RESTORE DISTURBED VEGETATION WITH ICE PLANT
- 13 INSTALL TYPE 5 HDPE PIPE WITH GASKETS AND COMPLY WITH SECTION 61-2.01(D)(2)(B) FOR WATER TIGHTNESS

### LEGEND

- FL FLOWLINE
- TG TOP OF GATE
- EG EXISTING GROUND
- ELEV ELEVATION
- SD STANDARD DRAIN
- INV INVERT ELEVATION
- HGL HYDRAULIC GRADE LINE
- FW FIRE HYDRANT
- MH MANHOLE
- SP SIGN POLE
- UP UTILITY POLE
- WM WATER METER COVER
- WV WATER VALVE COVER
- SM SURVEY MONUMENT
- SS EXISTING SEWER LINE
- SD EXISTING STORM DRAIN LINE
- W EXISTING WATER LINE
- ⊙ NEW MANHOLE

**NOTE:**  
BEFORE CONSTRUCTION, POTHOLE ALL UTILITIES AT CROSSINGS TO DETERMINE ACTUAL LOCATION AND DEPTH OF EXISTING UTILITIES.

  DRAINAGE SYSTEM TO BE MAINTAINED BY CITY OF ARROYO GRANDE



DESCRIPTION:	DATE:	APPD. BY:	DESIGN FIRM:	SEAL:	DESIGNED BY:	DRAWN BY:	CHECKED BY:	SCALE:	<b>CITY OF ARROYO GRANDE</b> DEPARTMENT OF PUBLIC WORKS	REFERENCE NO.
			<b>EIKHOF</b> DESIGN GROUP <small>4875 EL CAMINO REAL          ATASCADERO, CA 95322          805-470-1910 FAX 805-461-3175          WWW.EIKHOFDESIGNGROUP.COM</small>		JAV	AJS	JAV	HORIZ. AS SHOWN	<b>OAK PARK DRAINAGE DESIGN</b> AG Oak Park Drainage Repairs	2020-003
			JEFFREY A. VAN DEN EIKHOF, R.C.E. 59920	9/7/2021				VERT. N/A		SHEET:
										2 of 5