

<b>REQUEST FOR COUNCIL ACTION</b> CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY)
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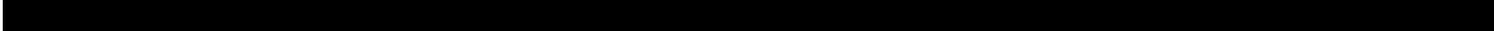
TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): ECP/Right of Way Design Div	DATE: 10/13/2010
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SUBJECT: Freeway Maintenance Agreement with Caltrans for State Route 56.

PRIMARY CONTACT (NAME, PHONE): Brad Johnson,(619)533-5120; MS 908A	SECONDARY CONTACT (NAME, PHONE): Marnell Gibson, (619)533-5213; MS 908A
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**COMPLETE FOR ACCOUNTING PURPOSES**

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER	S-00853				
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00



FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE):

**ROUTING AND APPROVALS**

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
	ORIG DEPT.	Heinrichs, Tony	10/25/2010
	CFO		
	DEPUTY CHIEF		
	COO		
	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF:     RESOLUTIONS     ORDINANCE(S)     AGREEMENT(S)     DEED(S)

Authorize the Mayor or his designee to enter into a Freeway Maintenance Agreement with Caltrans for State Route 56, CIP S-00853, (Legacy CIP No. 52-463.0), State Route 56 - Carmel Country Road to Black Mountain Road.

STAFF RECOMMENDATIONS:  
Adopt the resolutions.

<b>SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)</b>	
<b>COUNCIL DISTRICT(S):</b>	1
<b>COMMUNITY AREA(S):</b>	Carmel Valley, Pacific Highlands Ranch, Torrey Highlands and Rancho Penasquitos
<b>ENVIRONMENTAL IMPACT:</b>	This activity (approving a maintenance agreement) is not a project and is therefore exempt from CEQA pursuant to the State Guidelines Section 15060 (c) (3). Any future maintenance activities covered by this agreement are either ministerial and exempt pursuant to CEQA Section 15268 or are categorically exempt under Section of CEQA 15301 (Existing Facilities).
<b>CITY CLERK INSTRUCTIONS:</b>	

**COUNCIL ACTION  
EXECUTIVE SUMMARY SHEET  
CITY OF SAN DIEGO**

DATE: 10/13/2010

ORIGINATING DEPARTMENT: ECP/Right of Way Design Div

SUBJECT: Freeway Maintenance Agreement with Caltrans for State Route 56.

COUNCIL DISTRICT(S): 1

CONTACT/PHONE NUMBER: Brad Johnson/(619)533-5120; MS 908A

**REQUESTED ACTION:**

Authorize the Mayor or his designee to enter into a Freeway Maintenance Agreement with Caltrans for State Route 56.

**STAFF RECOMMENDATION:**

Adopt the resolutions.

**EXECUTIVE SUMMARY OF ITEM BACKGROUND:**

It is the policy of the State of California Department of Transportation (Caltrans) to maintain freeways and State highways and their bridge structures and for local jurisdictions to assume the responsibility of the street surfaces of local roads which cross over or under the State facility within State right of way, Freeway Maintenance Agreements memorialize these responsibilities. On May 18, 2006, Freeway Maintenance Agreement 11-8217 was executed by Caltrans and the City of San Diego for the portion of SR-56 between I-5 and Carmel Country Road and Black Mountain Road and I-15, including the adjacent bike path on the south side of the freeway. The subject Freeway Maintenance Agreement covers State Route 56 from I-5 to I-15 and the adjacent bike path on the south side of the freeway.

**FISCAL CONSIDERATIONS:**

The fiscal impact will be minimal, the costs to maintain the streets, bike path pavement, traffic signing and markings is included in the Streets Division's annual operating and maintenance budget. The cost to sweep the streets and bike path pavement is included in the Storm Water Department's annual operating and maintenance budget.

**EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):**

This action is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708). This agreement is subject to the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

**PREVIOUS COUNCIL and/or COMMITTEE ACTION:**

Scheduled for LU&H Committee Agenda on November 10, 2010.

Approval of the Freeway Agreement with Caltrans dated August 7, 1990, City of San Diego Document RR-276370.

Approval of the Freeway Maintenance Agreement with Caltrans dated May 18, 2006, City of San Diego Document RR-301413.

**COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:**

The community planning groups adjacent to the State Route 56 corridor were involved during the environmental and construction phases of the project.

**KEY STAKEHOLDERS AND PROJECTED IMPACTS:**

Caltrans

Heinrichs, Tony

Originating Department

\_\_\_\_\_  
Deputy Chief/Chief Operating Officer

## FREEWAY MAINTENANCE AGREEMENT WITH CITY OF SAN DIEGO

THIS AGREEMENT is made and entered into in duplicate, effective this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the State of California, acting by and through its Department of Transportation hereinafter referred to as "STATE," and the City of San Diego hereinafter referred to as "CITY"; and collectively referred to as "PARTIES."

**WITNESSETH:**

- A. WHEREAS, on August 7, 1990, 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 56 (SR-56) within the jurisdictional limits of the CITY as a freeway; and
- B. WHEREAS, said freeway has now been completed, 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 CITY streets and roads, or portions thereof, bicycle / pedestrian paths, and/or landscaped areas lying within or outside those modified freeway limits; and
- C. WHEREAS, under Section 6 of the above 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
- D. WHEREAS, on May 18, 2006, Freeway Maintenance Agreement (FMA) number 11-8217 was executed between CITY and STATE, wherein the PARTIES agreed to allocate maintenance responsibilities for overcrossings and undercrossings of the eastern and western portions of the as-yet-uncompleted State Route 56 within the jurisdictional limits of the CITY as a freeway; and
- E. WHEREAS, the "middle section" of said freeway has now been completed, and this Agreement is intended to replace or supersede the earlier FMA.

**NOW THEREFORE, IT IS AGREED:**

- 1. 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.
- 2. STATE agrees to continue control and maintenance of those portions adopted as a part of State Route 56 proper as shown Exhibit "A."

3. 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, STATE will provide a new dated and revised Exhibit "A," which will be made a part hereof by an amendment to this Agreement, when executed by all PARTIES, which will thereafter supersede the attached original Exhibit "A" and become part of this Agreement.
4. CITY and STATE agree to accept 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.
5. CITY must obtain the necessary Encroachment Permits from STATE's District 11 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.
6. VEHICULAR AND PEDESTRIAN OVERCROSSINGS:
  - a) STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and bicycle / pedestrian overcrossings of SR-56 below the deck surface except as hereinafter provided.
  - b) CITY will maintain, at CITY expense, the deck and/or surfacing 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.
  - c) At such locations as shall be determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed as directed by Section 92.6 of the Streets and Highways Code. All screens installed under this program will be maintained by STATE, at STATE expense.
7. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS:
  - a) STATE will maintain the structure proper of all STATE-constructed vehicular and pedestrian 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 using that undercrossing will be maintained by CITY.
  - b) CITY will request STATE's District Transportation Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between the traveled way portion of the underroadway surface and the Structure that results from modifications to the underroadway (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. SOUNDWALLS:

Responsibility for debris removal, cleaning and painting to keep CITY's side of any sound wall structure free of debris, dirt and, graffiti shall not lie with STATE.

9. INTERCHANGE OPERATON:

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

10. BICYCLE PATHS:

STATE will maintain, at STATE expense, all fences, guardrailing, drainage facilities, slope and structural adequacy of any bicycle path located and constructed within STATE's right of way. CITY will maintain, at CITY expense, a safe facility for bicycle travel along the entire length of the path by providing sweeping, debris removal, and removal of vegetation encroachment when necessary and all signing and striping and pavement markings required for the direction and operation of that non-motorized facility.

11. 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 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, 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 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 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.

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, repair, or maintenance, the CITY must conform to the provisions of Labor Code Sections 1720 through 1815, all applicable regulations and coverage determinations issued by the Director of Industrial Relations. CITY agrees to include Prevailing Wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

e) Prevailing Wage Requirements in Subcontracts:

CITY 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). Subcontracts shall include all Prevailing Wage requirements set forth in CITY's contracts.

f) Insurance:

CITY and their contractors shall 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 of California, its officers, agents, and employees as the additional insured in an amount of \$1 million per person and \$2 million in aggregate. Coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to Department that shall be delivered to Department with a signed copy of this Agreement.

12. EFFECTIVE DATE:

This Agreement shall be effective upon the date appearing on its face 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 CITY to maintain other designated areas until a written notice from STATE has been issued that work in such areas, which CITY has agreed to maintain pursuant to the terms of a Freeway Agreement, has been completed.

*The PARTIES are empowered by Streets 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.

**CITY OF SAN DIEGO**

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

BY \_\_\_\_\_  
MAYOR

CINDY MCKIM \_\_\_\_\_  
Director of Transportation

ATTEST:

BY \_\_\_\_\_  
CITY Clerk

BY \_\_\_\_\_  
Deputy District Director  
Maintenance and Operations  
District 11

APPROVED AS TO FORM:

BY \_\_\_\_\_  
CITY Attorney  
Department of Transportation

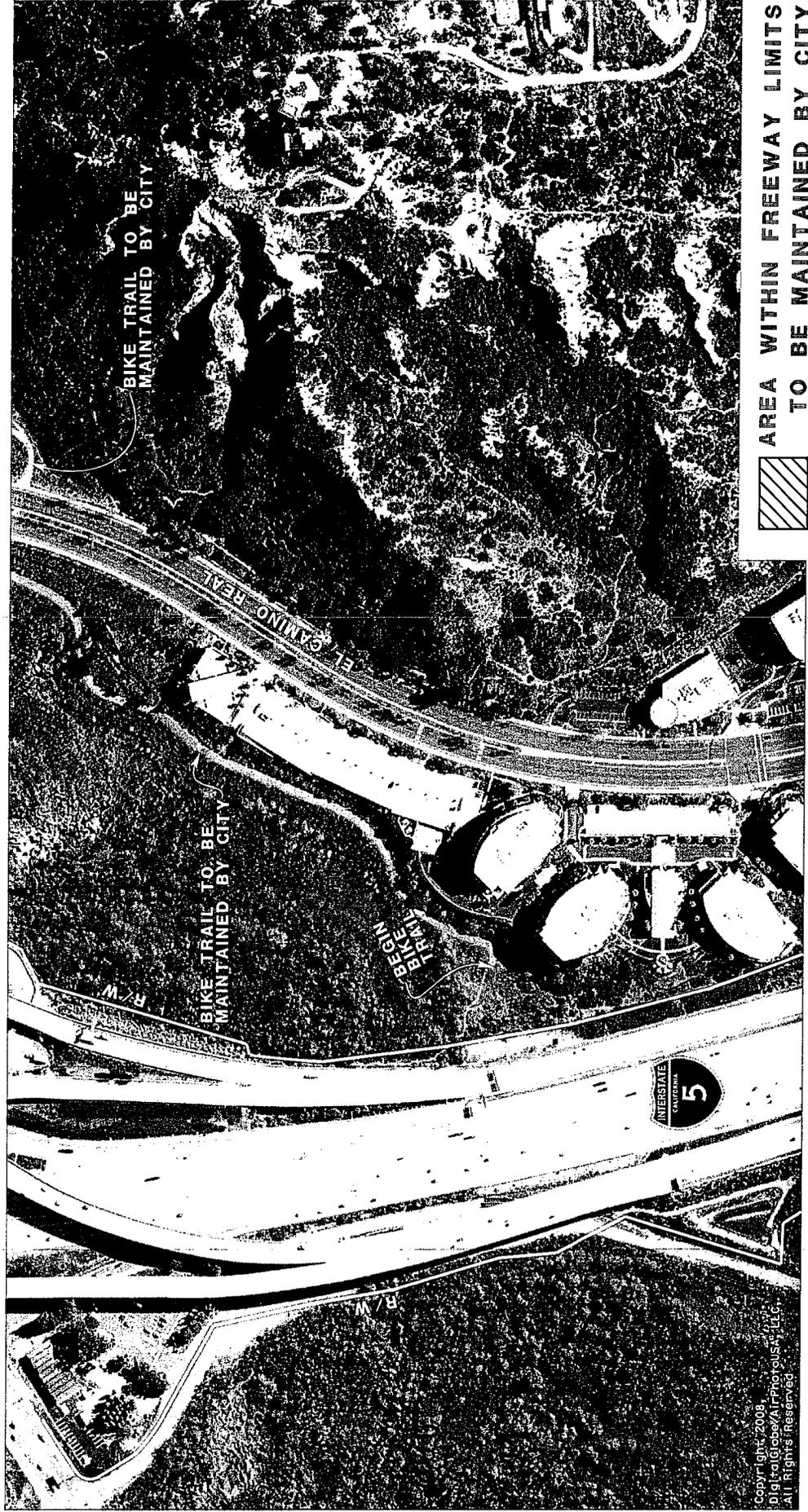
BY \_\_\_\_\_  
\*\*Legal Attorney

*\*\*Approval by STATE'S Attorney is not required unless changes are made to this form, in which case, the draft will be submitted to Headquarters for review and approval by STATE's Attorney as to form and procedures.*

# FREEWAY MAINTENANCE AGREEMENT EXHIBIT "A"

## SHEET 1 OF 25 SHEETS

DIST.	CO	RTE.	POST MILE
11	SD	56	0.0
FMA 11-8347 08/01/10			

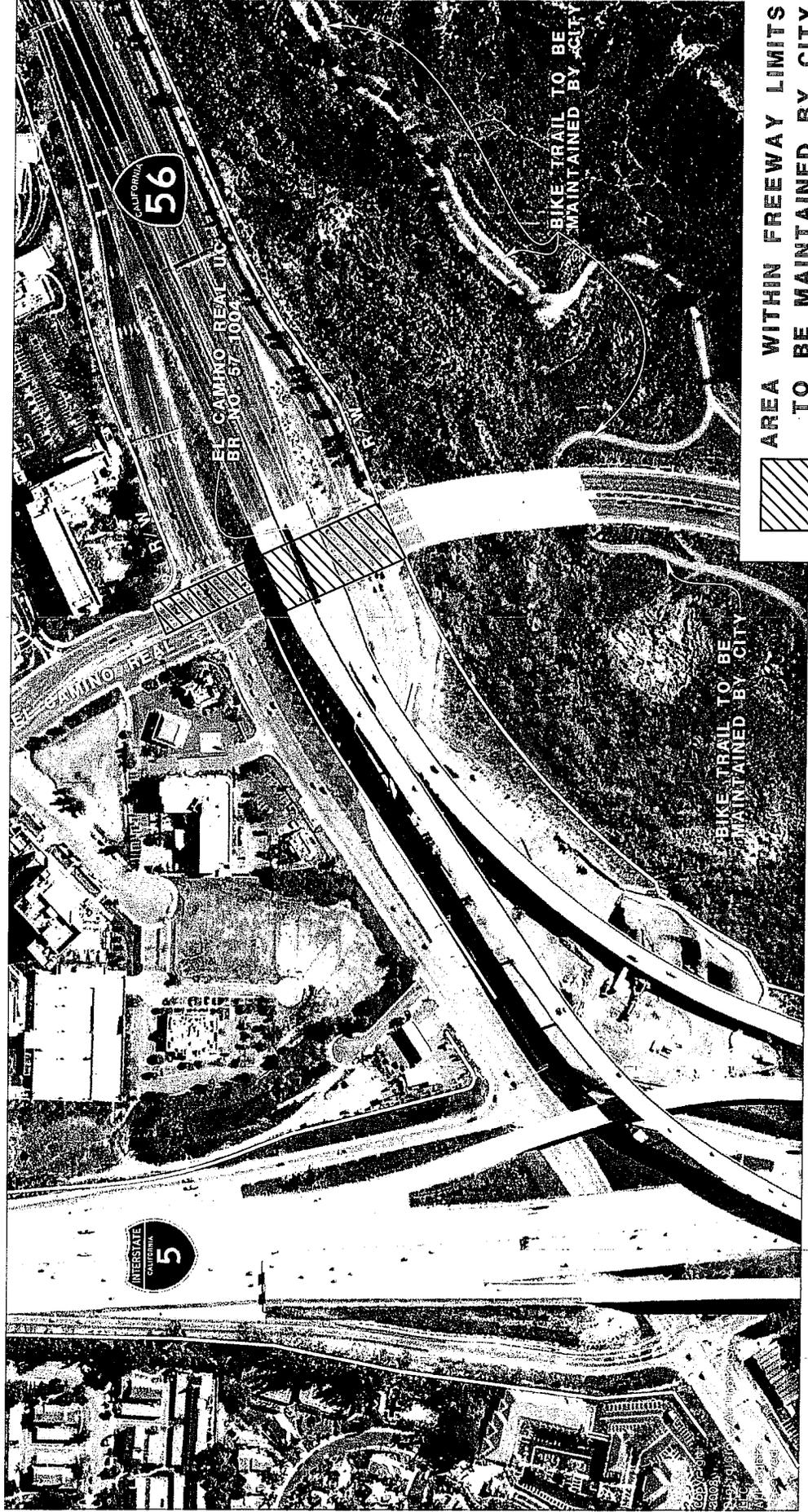


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# FREEWAY MAINTENANCE AGREEMENT EXHIBIT "A"

## SHEET 2 OF 25 SHEETS

DIST.	CO	RTE.	POST MILE
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FMA 11-8347			08/01/10

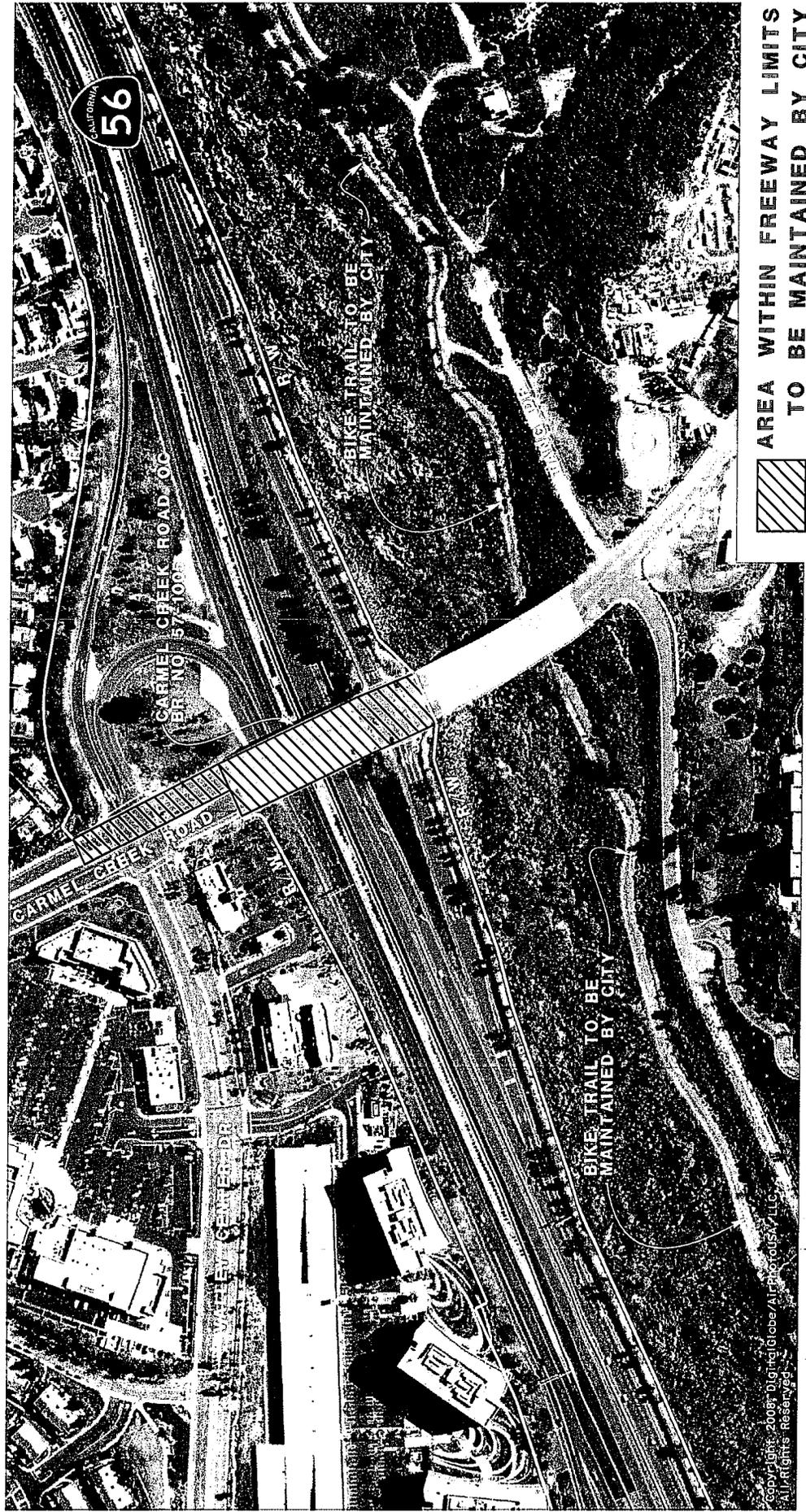


**AREA WITHIN FREEWAY LIMITS  
TO BE MAINTAINED BY CITY**

# FREEWAY MAINTENANCE AGREEMENT EXHIBIT "A"

## SHEET 3 OF 25 SHEETS

DIST.	CO	RTE.	POST MILE
11	SD	56	0.7 - 1.1
FMA 11-8347			08/01/10



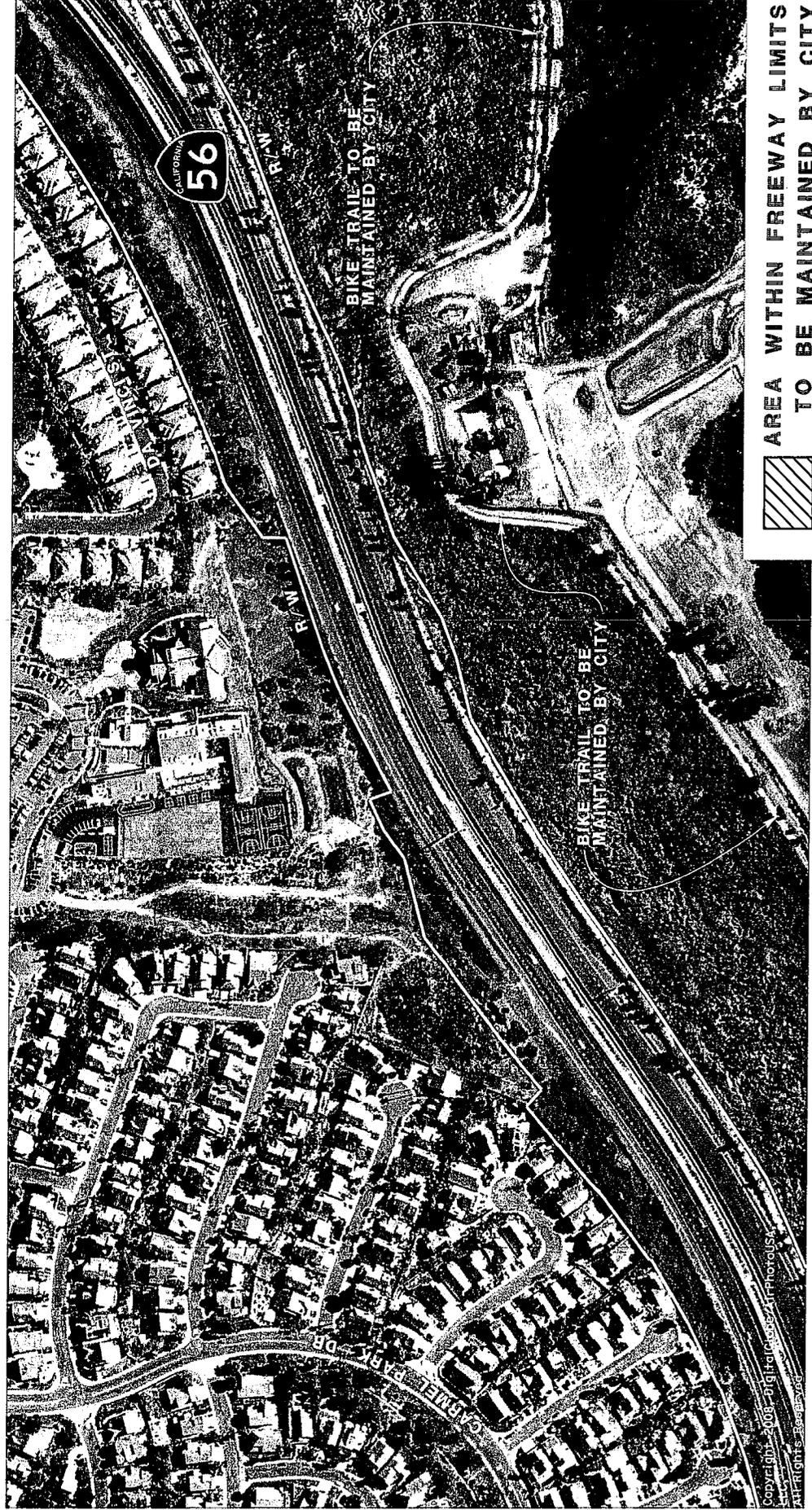
**AREA WITHIN FREEWAY LIMITS  
TO BE MAINTAINED BY CITY**



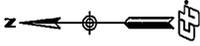
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**FREEWAY MAINTENANCE AGREEMENT  
EXHIBIT "A"  
SHEET 4 OF 25 SHEETS**

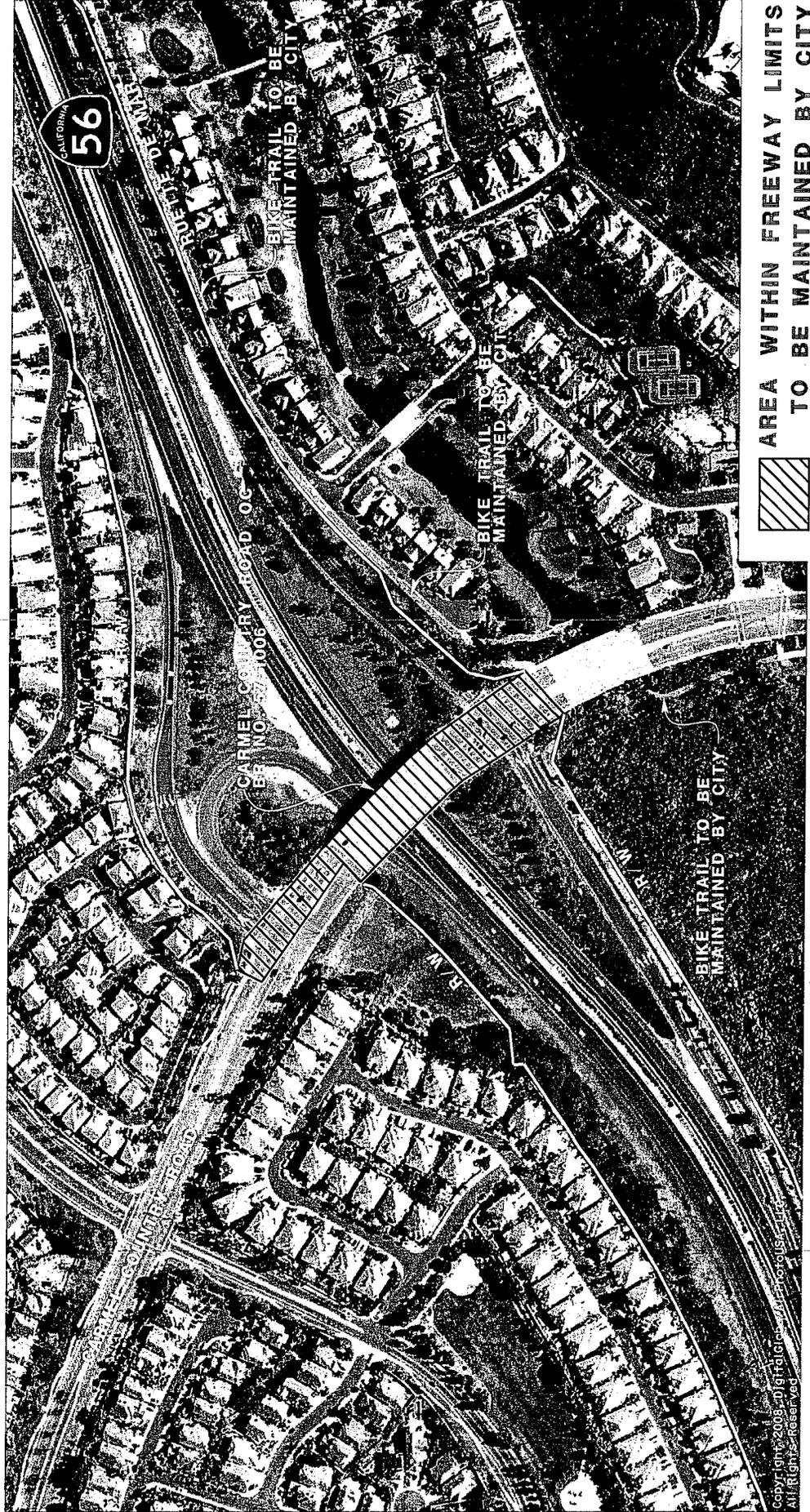
DIST.	CO	RTE.	POST MILE
11	SD	56	1.1 - 1.6
FMA 11-8347			08/01/10



**FREEWAY MAINTENANCE AGREEMENT  
EXHIBIT "A"  
SHEET 5 OF 25 SHEETS**



DIST.	CO	RTE.	POST MILE
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FMA 11-8347			08/01/10

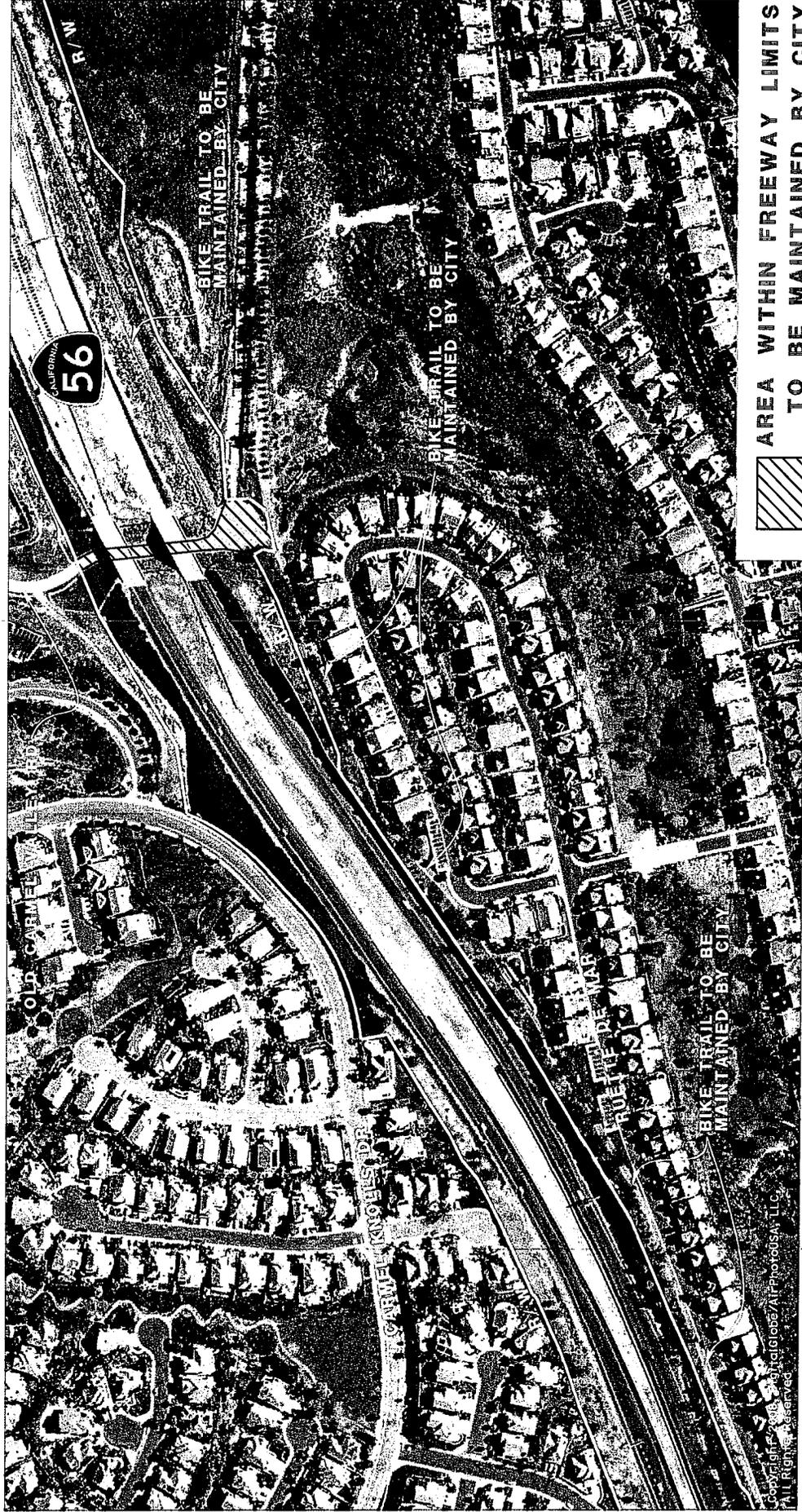


# FREEWAY MAINTENANCE AGREEMENT EXHIBIT "A"

SHEET 6 OF 25 SHEETS



DIST.	CO	RTE.	POST MILE
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FMA 11-8347			08/01/10

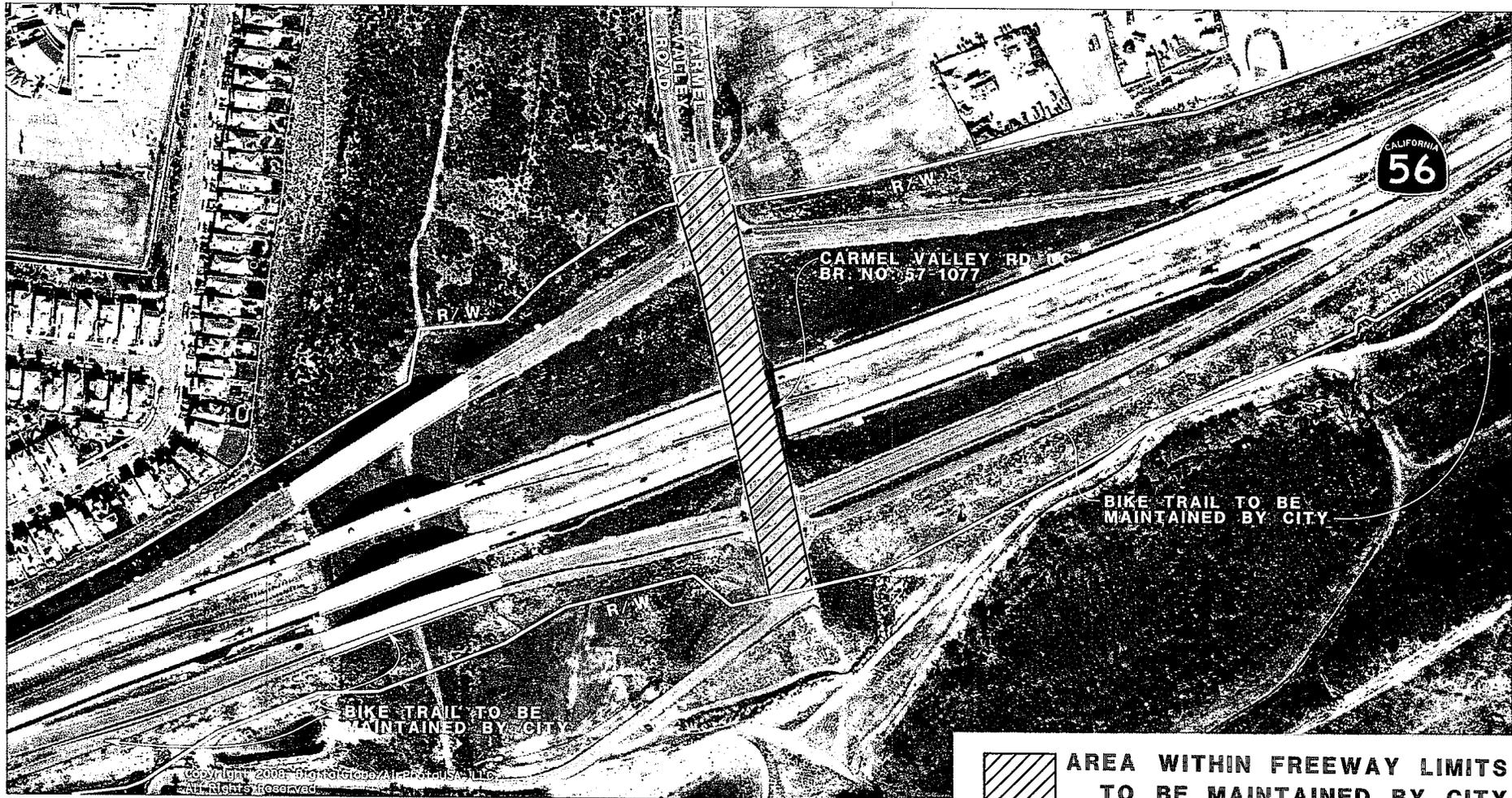


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# FREEWAY MAINTENANCE AGREEMENT EXHIBIT "A" SHEET 7 OF 25 SHEETS



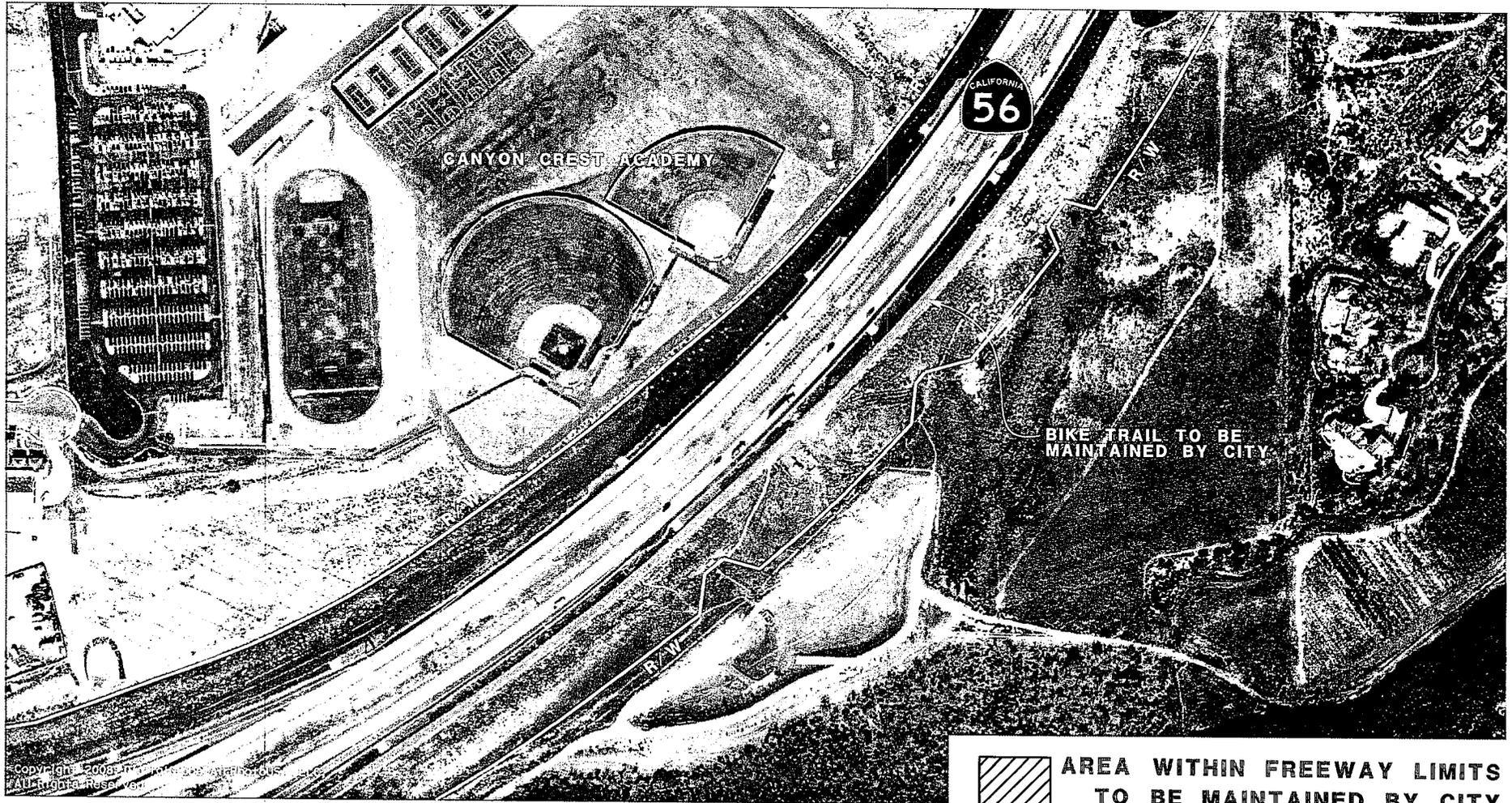
DIST.	CO	RTE.	POST MILE
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FMA 11-8347			08/01/10



# FREEWAY MAINTENANCE AGREEMENT EXHIBIT "A" SHEET 8 OF 25 SHEETS



DIST.	CO	RTE.	POST MILE
11	SD	56	~ 3.5
FMA 11-8347		08/01/10	



# FREEWAY MAINTENANCE AGREEMENT EXHIBIT "A" SHEET 9 OF 25 SHEETS



DIST.	CO	RTE.	POST MILE
11	SD	56	~ 4.0
FMA 11-8347			08/01/10



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

**FREWAY MAINTENANCE AGREEMENT  
EXHIBIT "A"  
SHEET 10 OF 25 SHEETS**



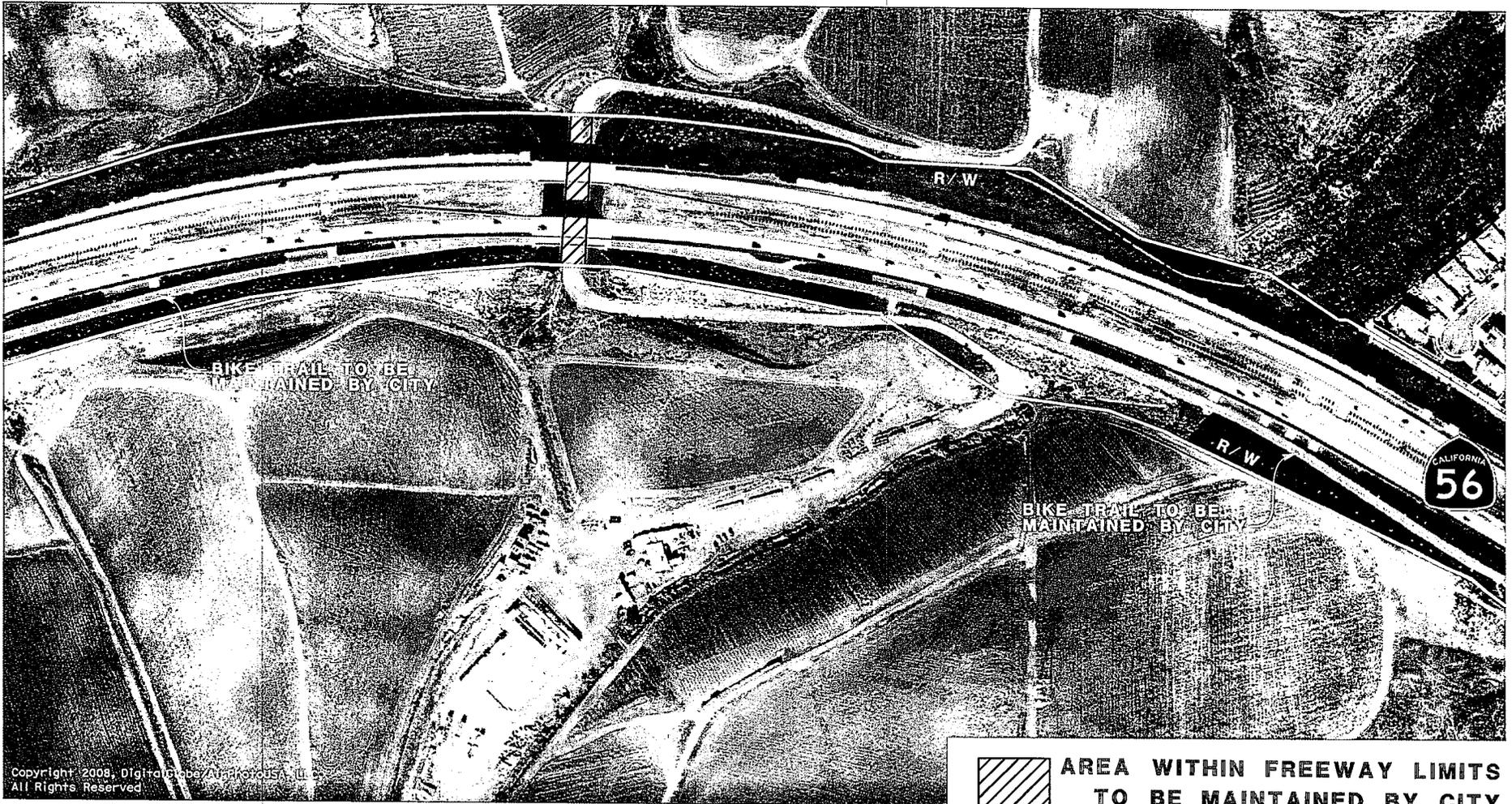
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FMA 11-8347		08/01/10	



**FREEWAY MAINTENANCE AGREEMENT  
EXHIBIT "A"  
SHEET 11 OF 25 SHEETS**



DIST.	CO	RTE.	POST MILE
11	SD	56	~ 5.0
FMA 11-8347		08/01/10	



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

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# FREEWAY MAINTENANCE AGREEMENT EXHIBIT "A"

## SHEET 12 OF 25 SHEETS



DIST.	CO	RTE.	POST MILE
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FMA 11-8347			08/01/10



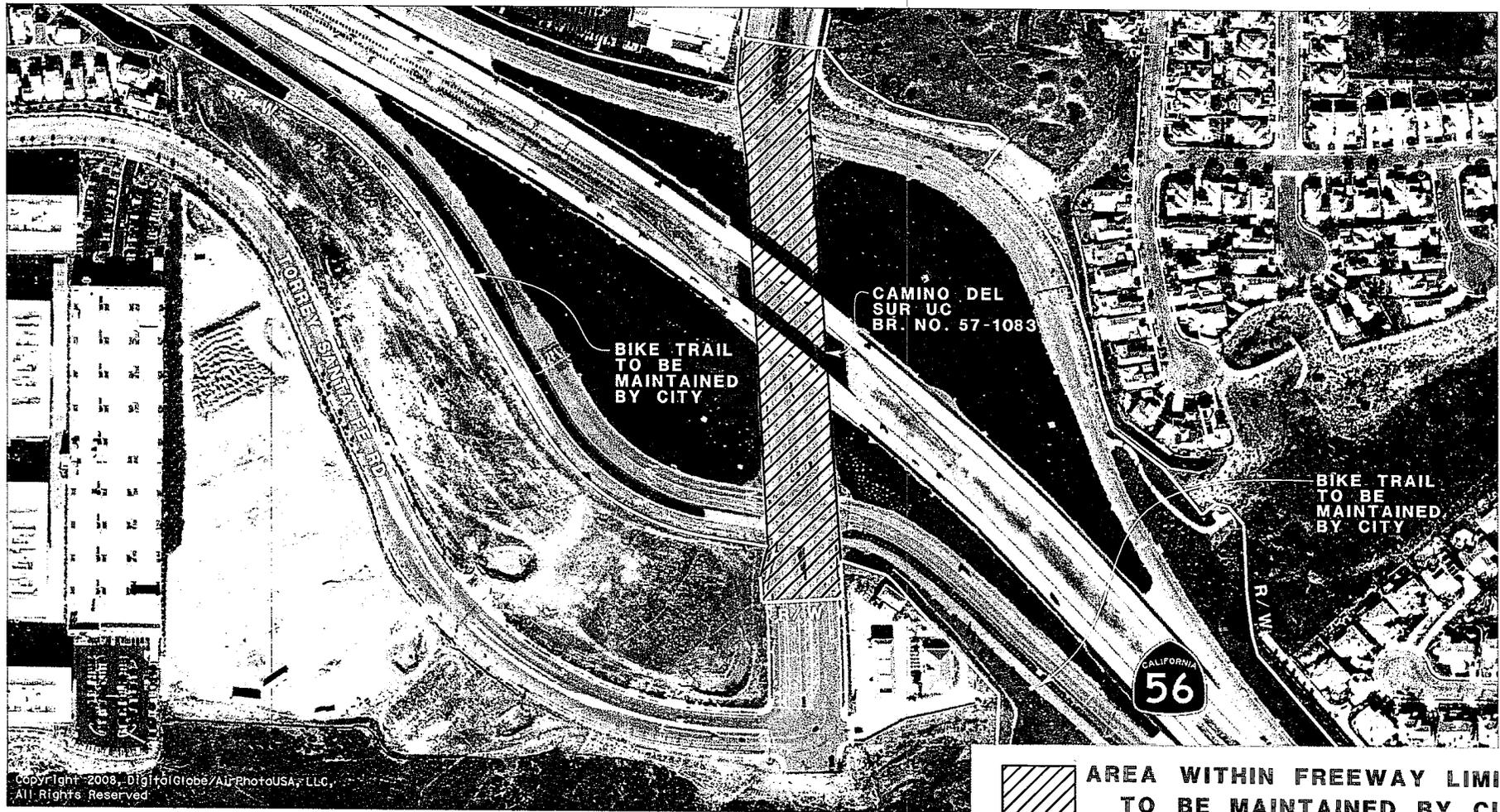
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**AREA WITHIN FREEWAY LIMITS  
TO BE MAINTAINED BY CITY**

# FREEWAY MAINTENANCE AGREEMENT EXHIBIT "A" SHEET 13 OF 25 SHEETS



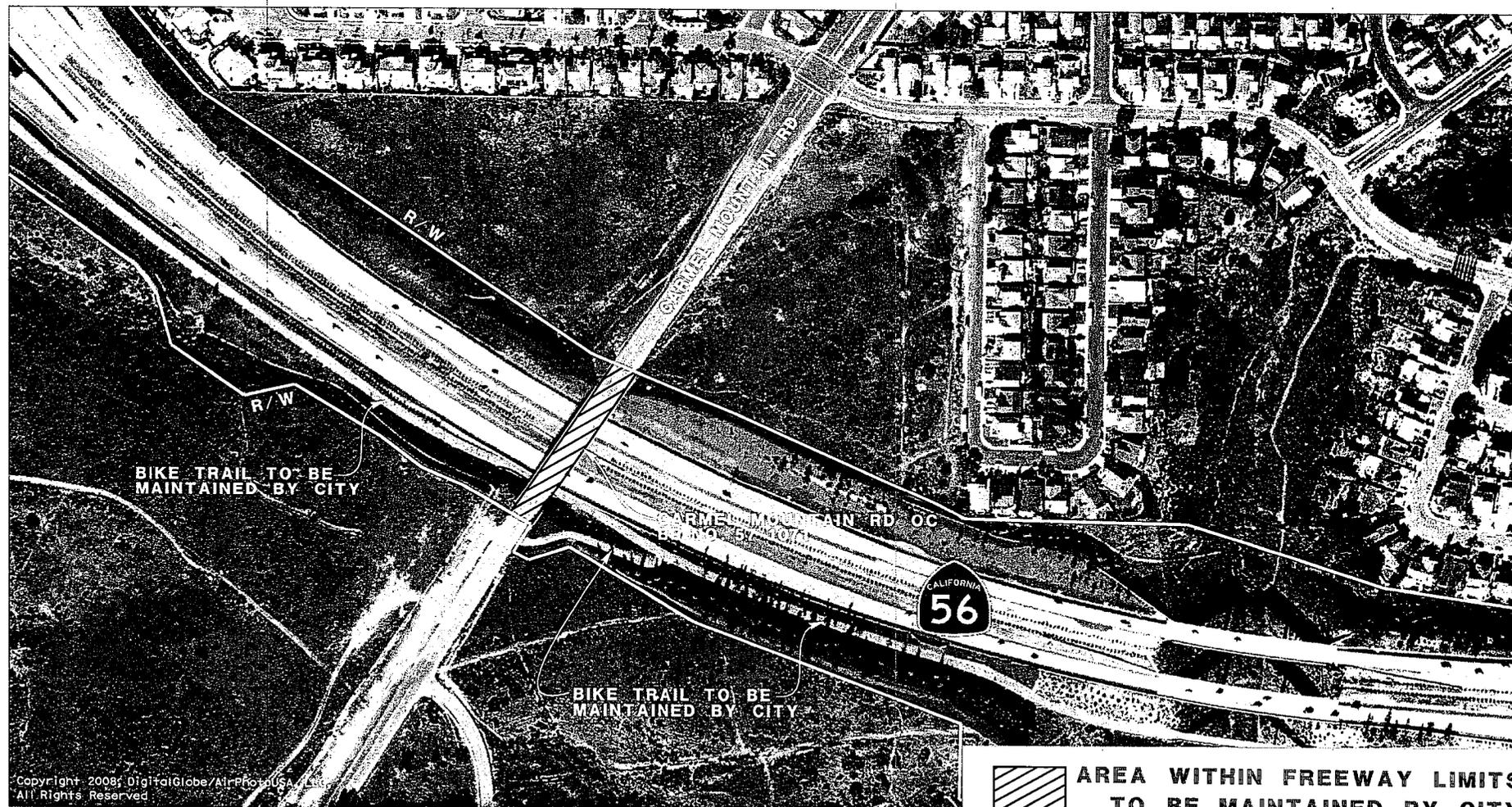
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11	SD	56	~ 6.1
FMA 11-8347			08/01/10



# FREEWAY MAINTENANCE AGREEMENT EXHIBIT "A" SHEET 14 OF 25 SHEETS



DIST.	CO	RTE.	POST MILE
11	SD	56	~ 6.6
FMA 11-8347		08/01/10	



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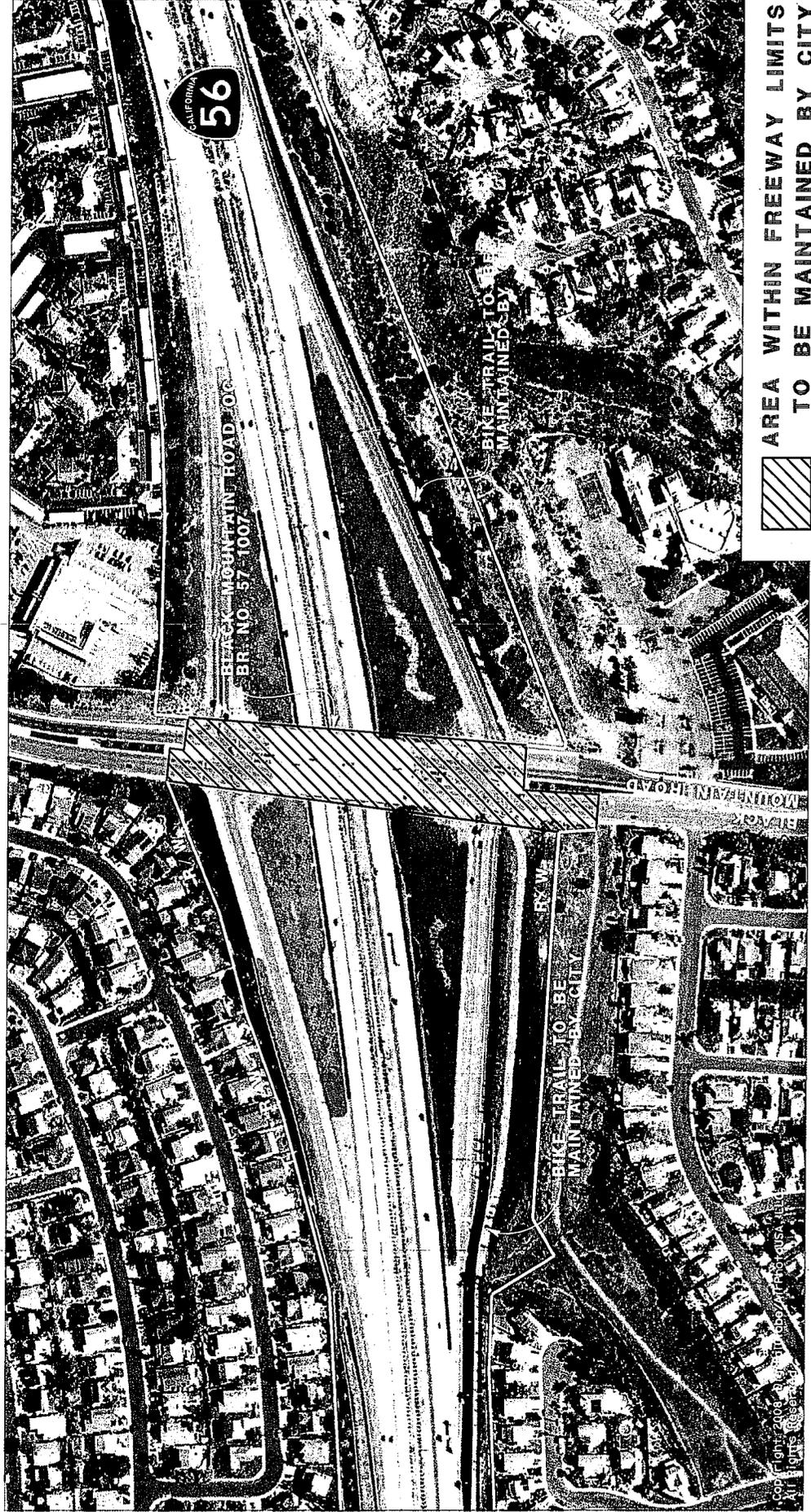


# FREEWAY MAINTENANCE AGREEMENT EXHIBIT "A"

SHEET 16 OF 25 SHEETS



DIST.	CO	RTE.	POST MILE
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FMA 11-8347			08/01/10



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

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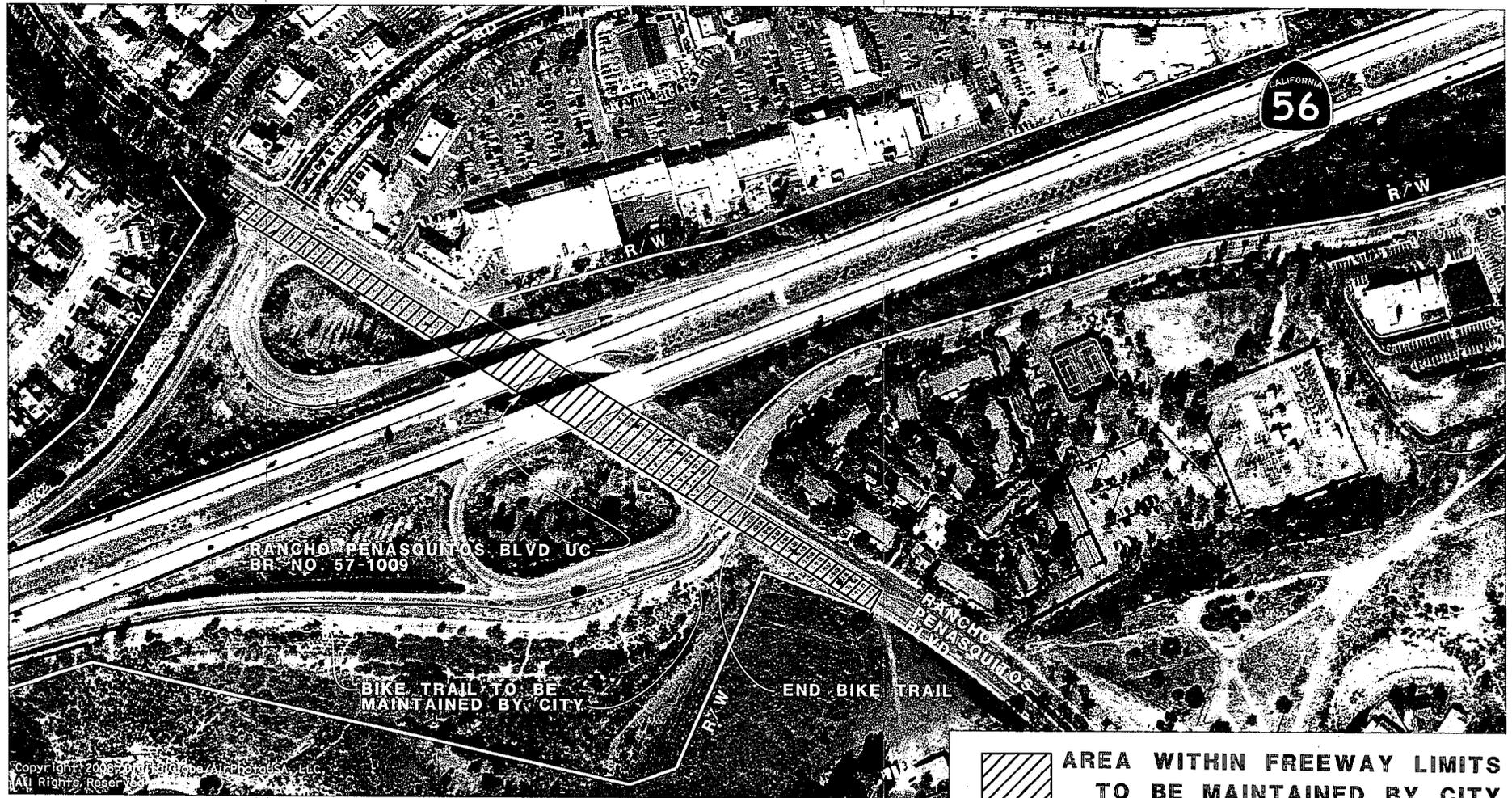


# FREEWAY MAINTENANCE AGREEMENT EXHIBIT "A"

## SHEET 18 OF 25 SHEETS



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FMA 11-8347			08/01/10



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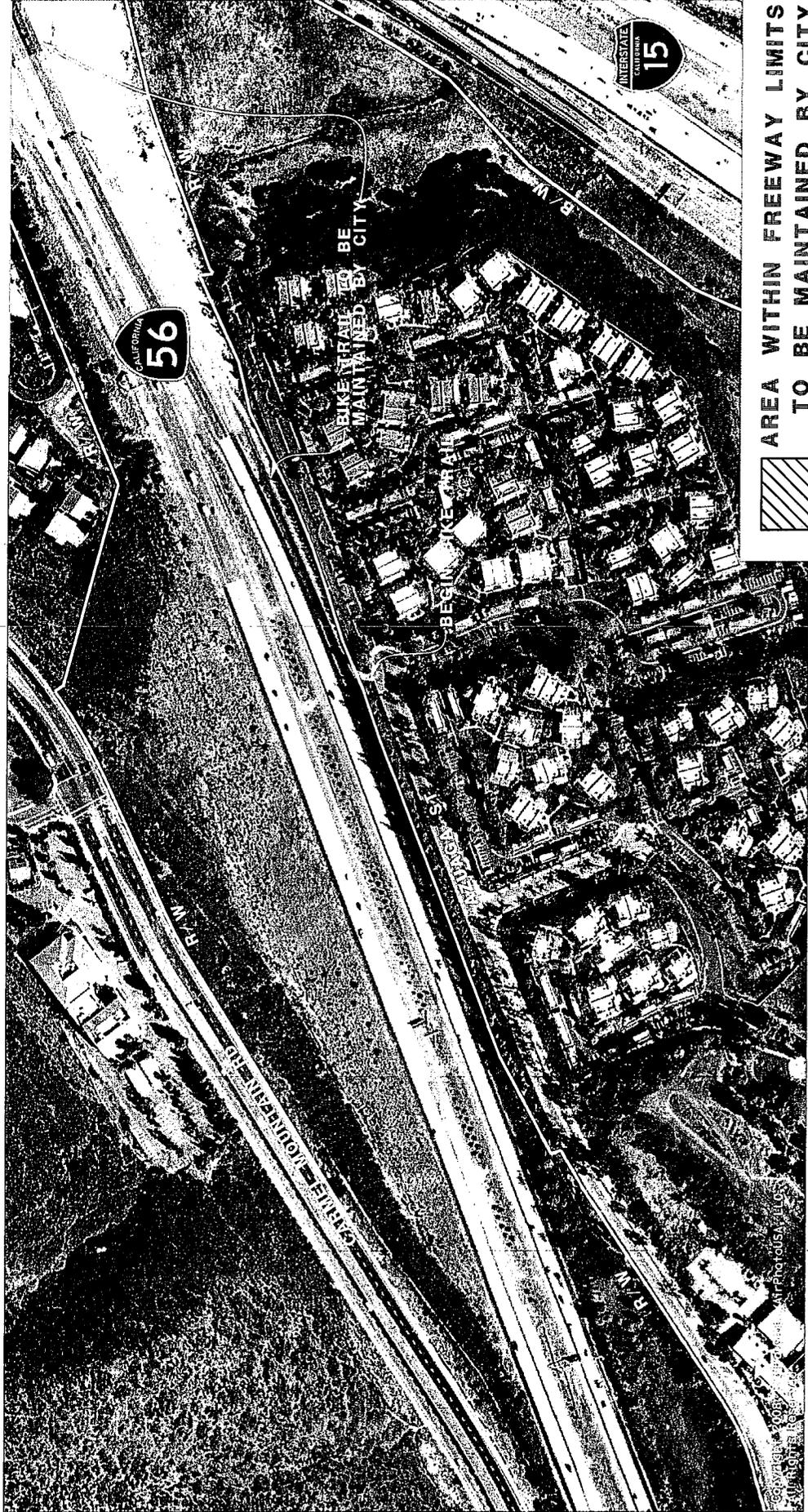
 AREA WITHIN FREEWAY LIMITS TO BE MAINTAINED BY CITY

# FREEWAY MAINTENANCE AGREEMENT EXHIBIT "A"

## SHEET 19 OF 25 SHEETS



DIST.	CO	RTE.	POST MILE
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FMA 11-8347			08/01/10



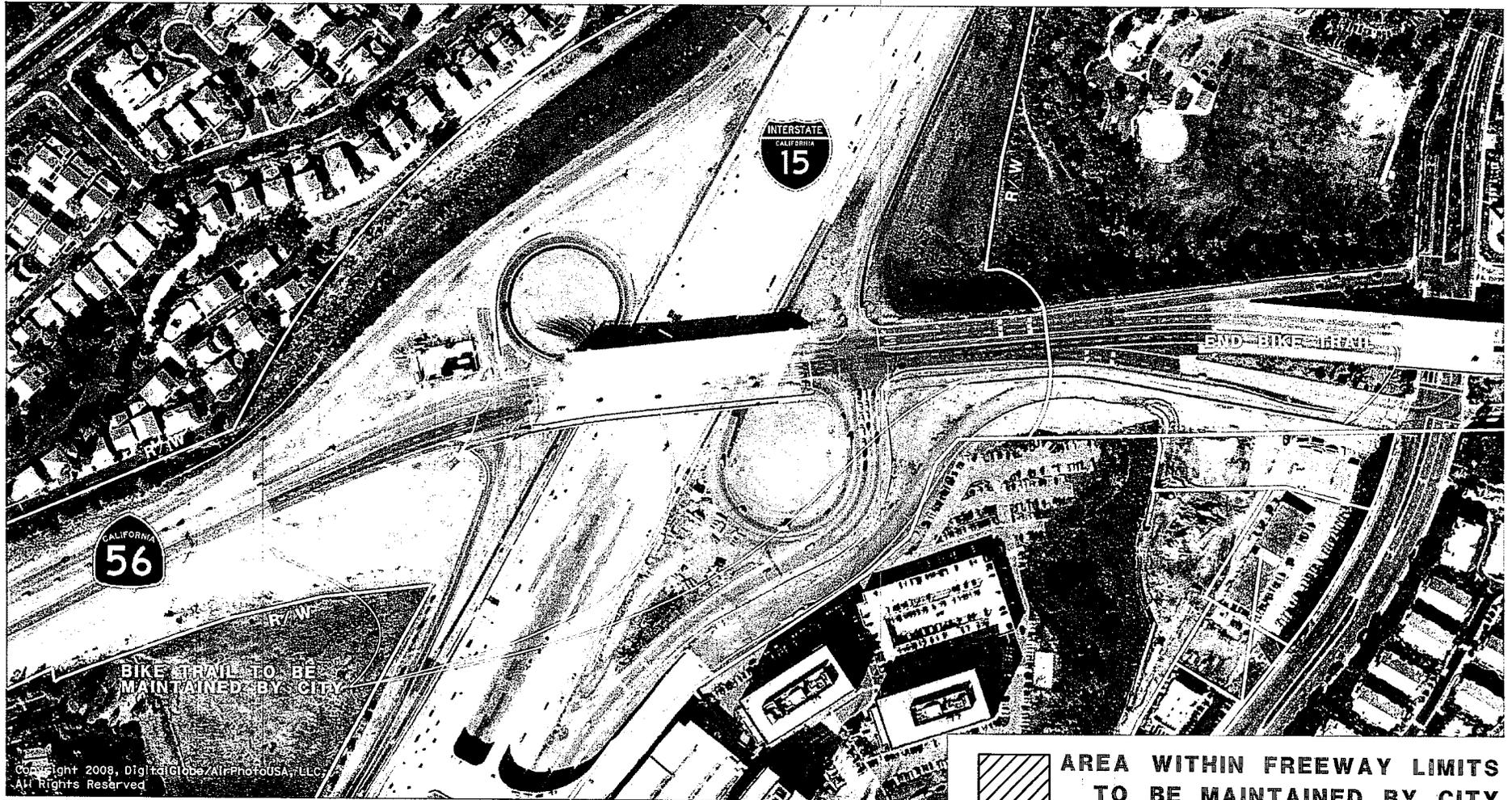

**AREA WITHIN FREEWAY LIMITS  
TO BE MAINTAINED BY CITY**

# FREEWAY MAINTENANCE AGREEMENT EXHIBIT "A"

## SHEET 20 OF 25 SHEETS



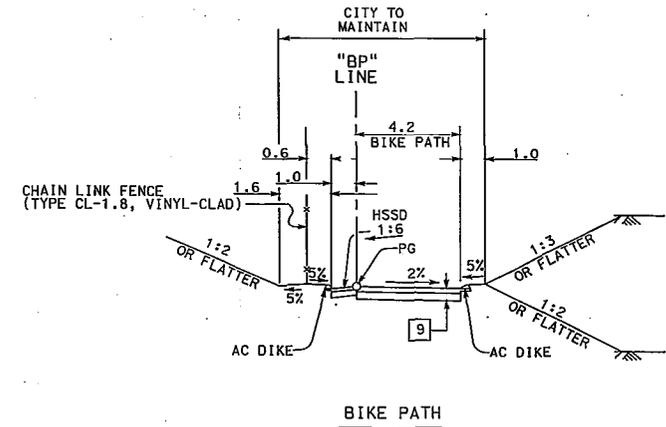
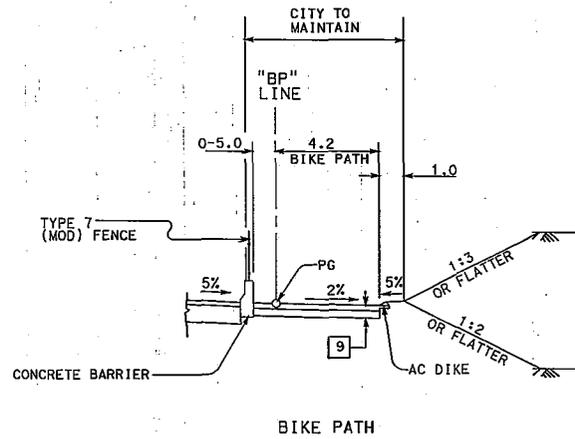
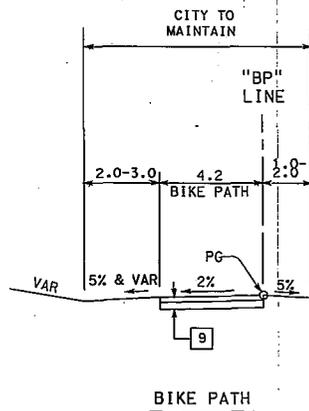
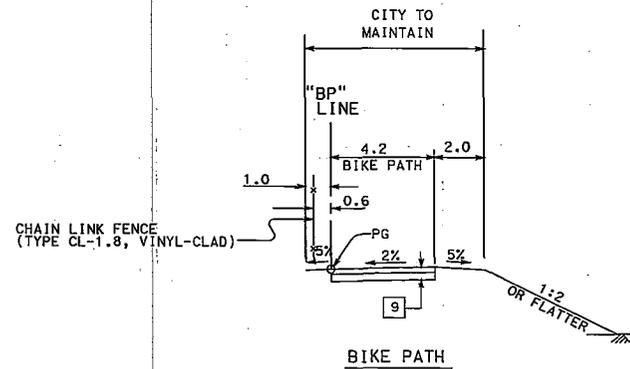
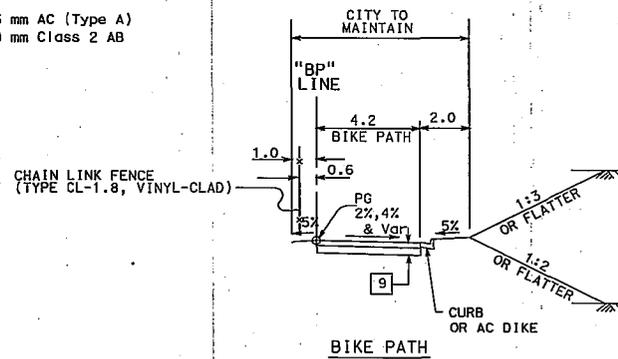
DIST.	CO	RTE.	POST MILE
11	SD	56	9.1 - 9.3
FMA 11-8347		08/01/10	



# FREEWAY MAINTENANCE AGREEMENT EXHIBIT "A" SHEET 21 OF 25 SHEETS

DIST.	CO	RTE.	POST MILE
11	SD	56	N/A
FMA 11-8347		08/01/10	

9 105 mm AC (Type A)  
150 mm Class 2 AB

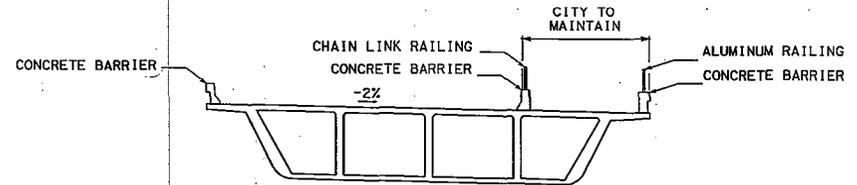
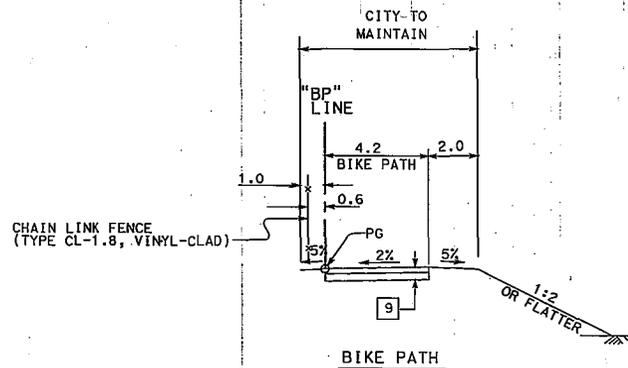
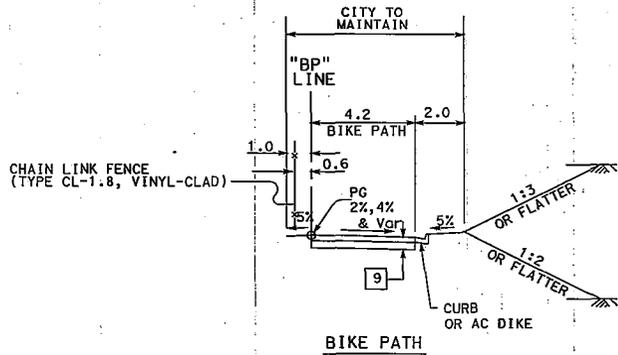


ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN  
NO SCALE

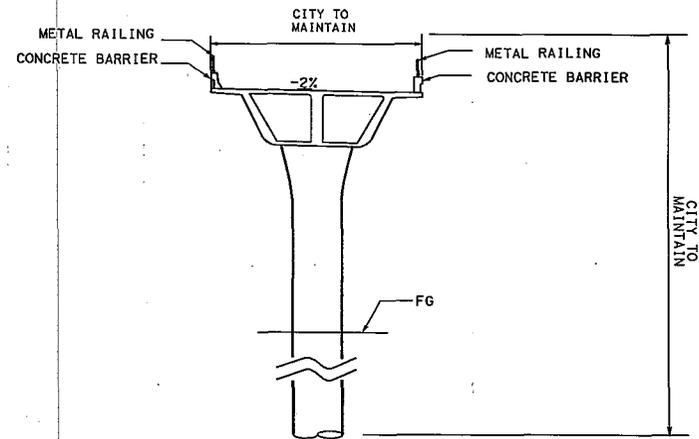
**TYPICAL CROSS SECTIONS**

# FREEWAY MAINTENANCE AGREEMENT EXHIBIT "A" SHEET 22 OF 25 SHEETS

DIST.	CO	RTE.	POST MILE
11	SD	56	N/A
FMA 11-8347		08/01/10	



**McGONIGLE CREEK BRIDGE**



**PENASQUITOS OPEN SPACE CANYON BRIDGE**

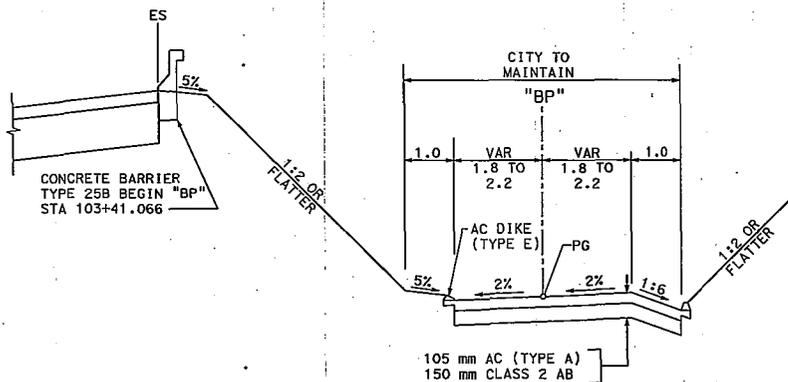
## TYPICAL CROSS SECTIONS

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN  
NO SCALE

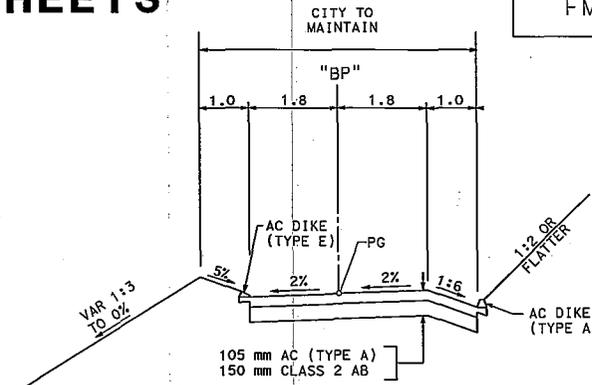
# FREEWAY MAINTENANCE AGREEMENT EXHIBIT "A"

## SHEET 23 OF 25 SHEETS

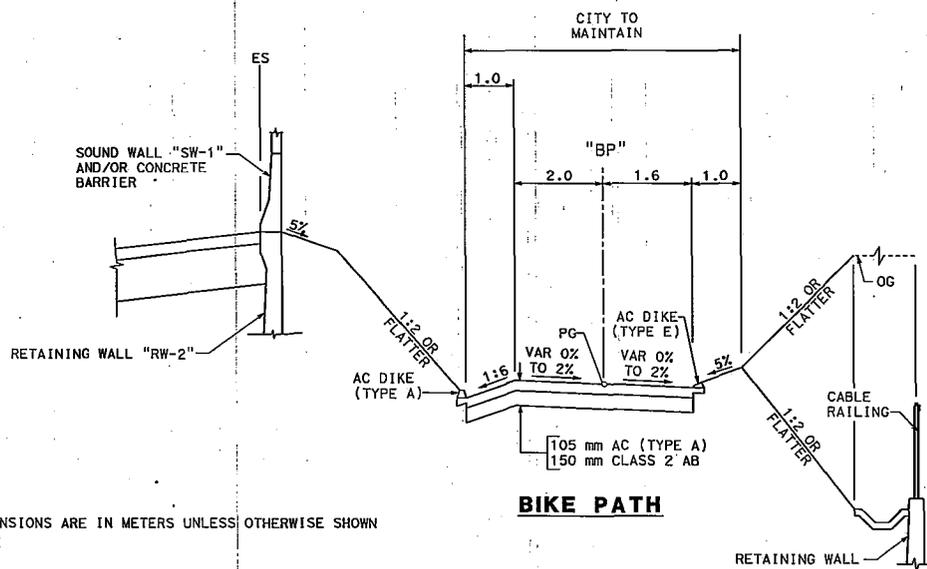
DIST.	CO	RTE.	POST MILE
11	SD	56	N/A
FMA 11-8347		08/01/10	



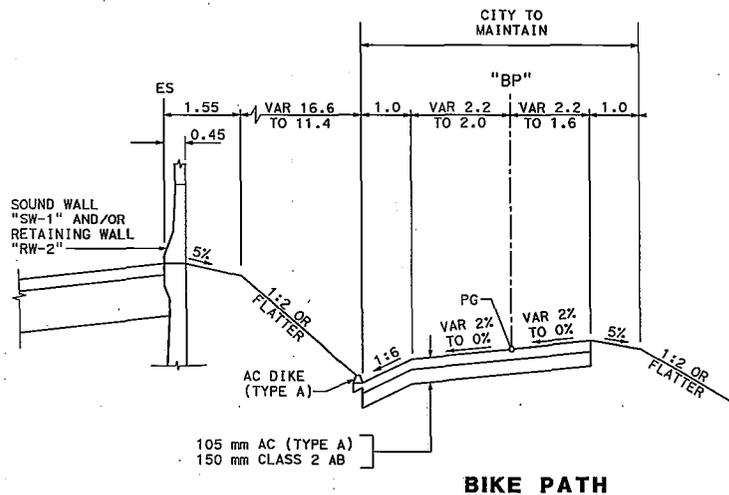
**BIKE PATH**



**BIKE PATH**



**BIKE PATH**



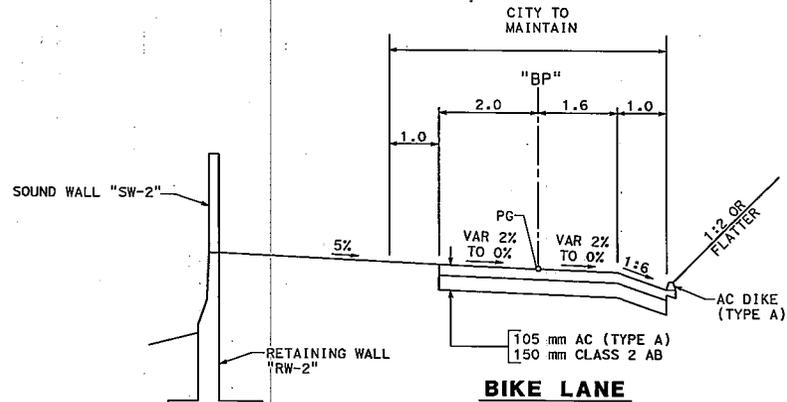
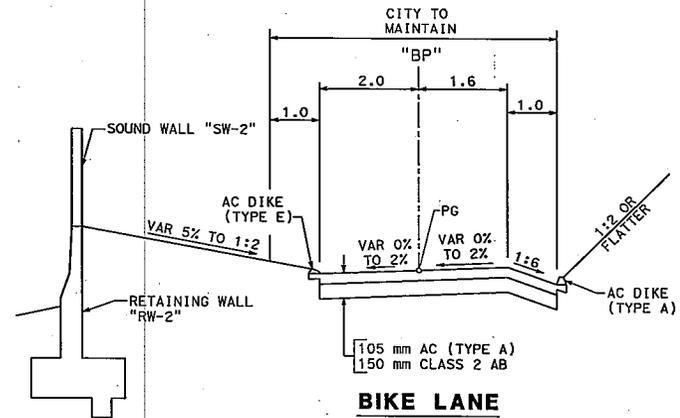
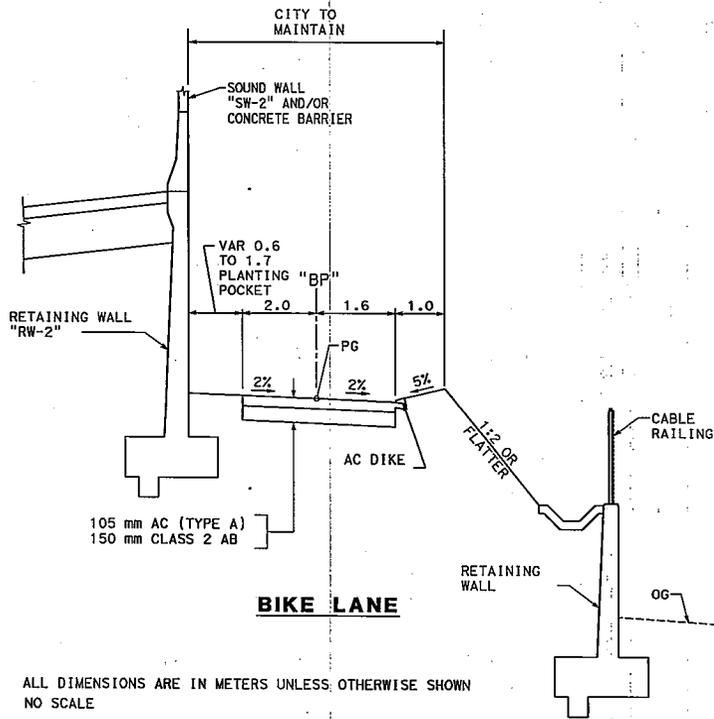
**BIKE PATH**

**TYPICAL CROSS SECTIONS**

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN  
NO SCALE

# FREEWAY MAINTENANCE AGREEMENT EXHIBIT "A" SHEET 24 OF 25 SHEETS

DIST.	CO	RTE.	POST MILE
11	SD	56	N/A
FMA 11-8347		08/01/10	

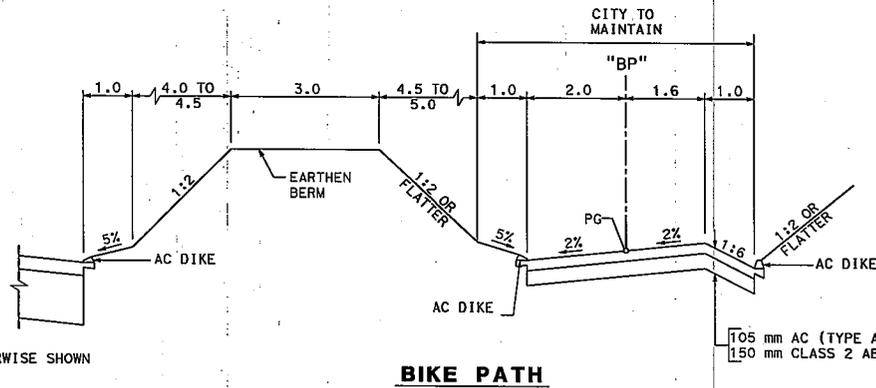
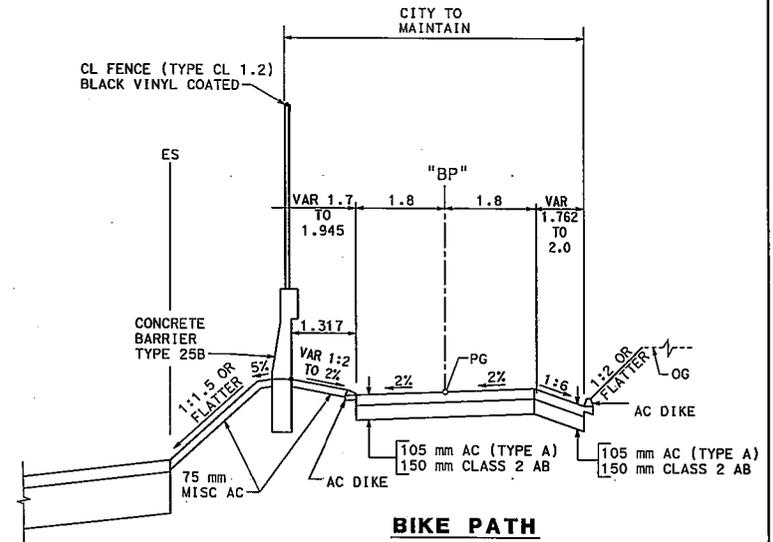
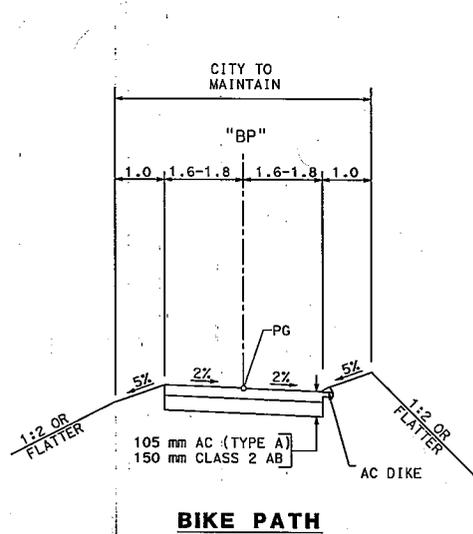


**TYPICAL CROSS SECTIONS**

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN  
NO SCALE

# FREEWAY MAINTENANCE AGREEMENT EXHIBIT "A" SHEET 25 OF 25 SHEETS

DIST.	CO	RTE.	POST MILE
11	SD	56	N/A
FMA 11-8347		08/01/10	



**TYPICAL CROSS SECTIONS**

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN  
NO SCALE

11-SD-56  
PM 0.327 to 8.030  
FMA 11-8217

**FREEWAY MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into in duplicate, effective this 18<sup>th</sup>, day of MAY, 2006, is by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE," and the city OF San Diego, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, on August 7, 1990, a Freeway Agreement was executed between CITY and STATE wherein CITY agreed and consented to certain adjustments of the local street and road system required for the development of that portion of State highway route 56, within the jurisdictional limits of CITY as a freeway; and

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

WHEREAS, under Section 6 of the above Freeway Agreement, CITY has resumed or will resume control and maintenance over each of the relocated or reconstructed CITY streets except on those portions thereof adopted as a part of the freeway proper.

NOW THEREFORE, 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 parties division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit "A," which will be made a part hereof by an amendment to this Agreement when executed by both parties, which will thereafter supersede the attached original Exhibit A and which will then become part of this Agreement.

2. VEHICULAR AND PEDESTRIAN OVERCROSSINGS

STATE will maintain, at STATE expense, the entire structure of any vehicular and pedestrian overcrossings below the deck surface except as hereinafter provided. CITY will maintain, at CITY expense, the deck and/or surfacing (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 (signals, signs, pavement markings, rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.

DOCUMENT NO. SR-301413-5  
MAY 02 2006  
LED  
OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA

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

### 3. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS

STATE will maintain the structure proper of all vehicular and pedestrian 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 using that undercrossing will be maintained by CITY.

CITY will inform STATE District Transportation Permit Engineer and obtain 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 (the State) District Transportation Permit Engineer prior to starting work. Upon completion of that work, a clearance diagram will be furnished to (the State) 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.

### 4. SOUNDWALLS

Responsibility for debris removal, cleaning and painting to keep CITY's side of any soundwall structure free of debris, dirt and graffiti shall lie with CITY and not with STATE.

### 5. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES

Responsibility for the maintenance of any plantings or other types of roadside development lying outside of the area reserved for exclusive freeway use shall lie with CITY and not with STATE.

### 6. INTERCHANGE OPERATON

It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads. The maintenance and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices placed at ramp connections to CITY streets and roads shall be shared between STATE and CITY. Timing of traffic signals shall be the sole responsibility of STATE.

7. BICYCLE PATHS

STATE will maintain, at STATE expense, all fences, guardrailings, drainage facilities, slope and structural adequacy of any bicycle path located and constructed within STATE's right of way. CITY will maintain, at CITY expense, a safe facility for bicycle travel along the entire length of the path by providing sweeping and debris removal when necessary; and all signing and striping and pavement markings required for the direction and operation of that non-motorized facility. This applies to that portion of the agreement between Black Mountain Road and route 15, as per the attached letter from the CITY.

8. LEGAL RELATIONS AND RESPONSIBILITIES:

- A. 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 with respect to the maintenance of STATE highways different from the standard of care imposed by law.
- B. It is understood and agreed that neither 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 CITY under or in connection with any work authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4, CITY shall 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 for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- C. It is understood and agreed that neither 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 STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4, STATE shall 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 for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.

9. EFFECTIVE DATE

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

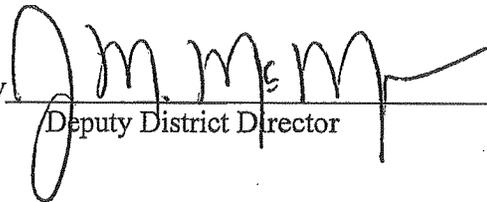
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF SAN DIEGO

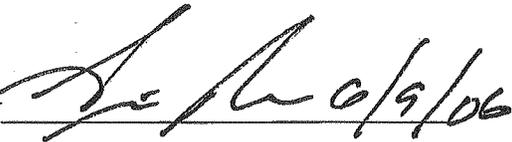
By   
W09 City Manager

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON  
Director of Transportation

By   
Deputy District Director

City Attorney

By  0/9/06

R-301413

To: CHUCK GAUNT MAINTENANCE ENGINEER

11-SD-56  
PM 6.8-9.0  
11208-010071

From: DESIGN C

Date: January 5, 1993

Subject: MAINTENANCE OF BICYCLE PATH STATE ROUTE 56

Please add a clause to the Maintenance Agreement stating that the City of San Diego will assume liability for and maintenance of the bicycle path on Route 56. Per attached letter from Patti K. Boekamp, Deputy Director Traffic Engineering Division, City of San Diego dated November 23, 1992.

This project is due to complete construction in April 1993. If you have any questions please contact Paul Hardin at 688-6712.

  
PAUL D. HARDIN  
Project Engineer

Attachment

cc:SWCraig/Files  
KRPloettner/PDHardin  
JSage



THE CITY OF  
**SAN DIEGO**

CITY OPERATIONS BUILDING • 1222 FIRST AVENUE • SAN DIEGO, CA 92101-4155

ENGINEERING  
and  
DEVELOPMENT  
DEPARTMENT

TR 183,607

November 23, 1992

Mr. Sheldon Craig, Deputy Director  
Design Division  
Caltrans, District 11  
2829 Juan Street  
San Diego, CA 92110

Attention: Mr. Paul Hardin

Dear Mr. Craig:

This is to inform you that subject to the relinquishment of State Route 56, the City of San Diego will assume liability for and maintenance of the bicycle path that parallels this project. Please contact Michael Jackson, Bicycle Coordinator, at 236-6064 if there are any questions regarding this matter.

Sincerely,

Patti K. Boekamp  
Deputy Director  
Traffic Engineering Division

MEJ:ml

cc: Allen Holden, Jr.  
Terry Flynn  
M. Victor Rollinger  
Richard Hays

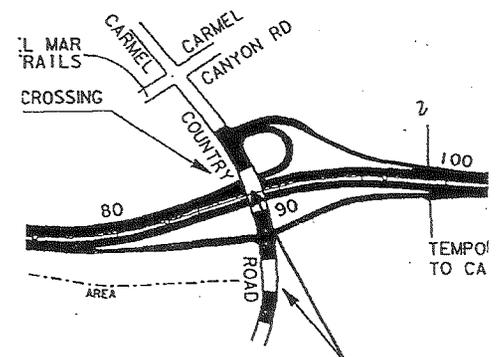
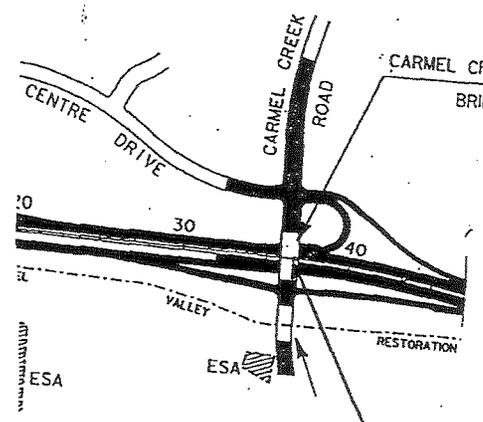
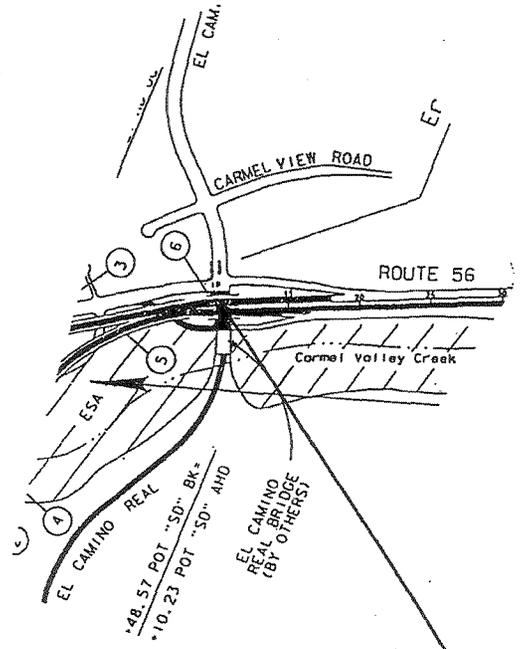
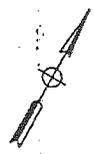
DEC 2 1992  
COPY LOGGED

5-5.6



DIVERSITY  
BRINGS US ALL TOGETHER

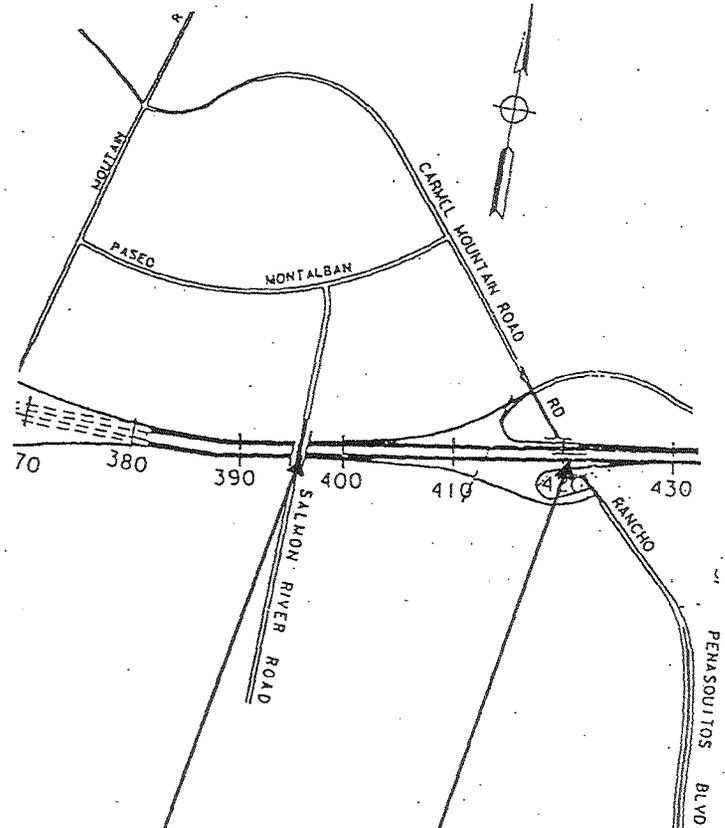
DIST.	CO.	RTE.	POST MILE
11	SD	56	0.327 to 8.03
FMA 11-8217		11/30/99	



**FREEWAY MAINTENANCE AGREEMENT**

**EXHIBIT "A"**

DIST.	CO.	RTE.	POST MILE
11	SD	56	0.327 to 8.03
FMA 11-8217		11/30/99	



SALMON RIVER RD OC  
BR NO 57-1008

LOC 4 SHEET 6

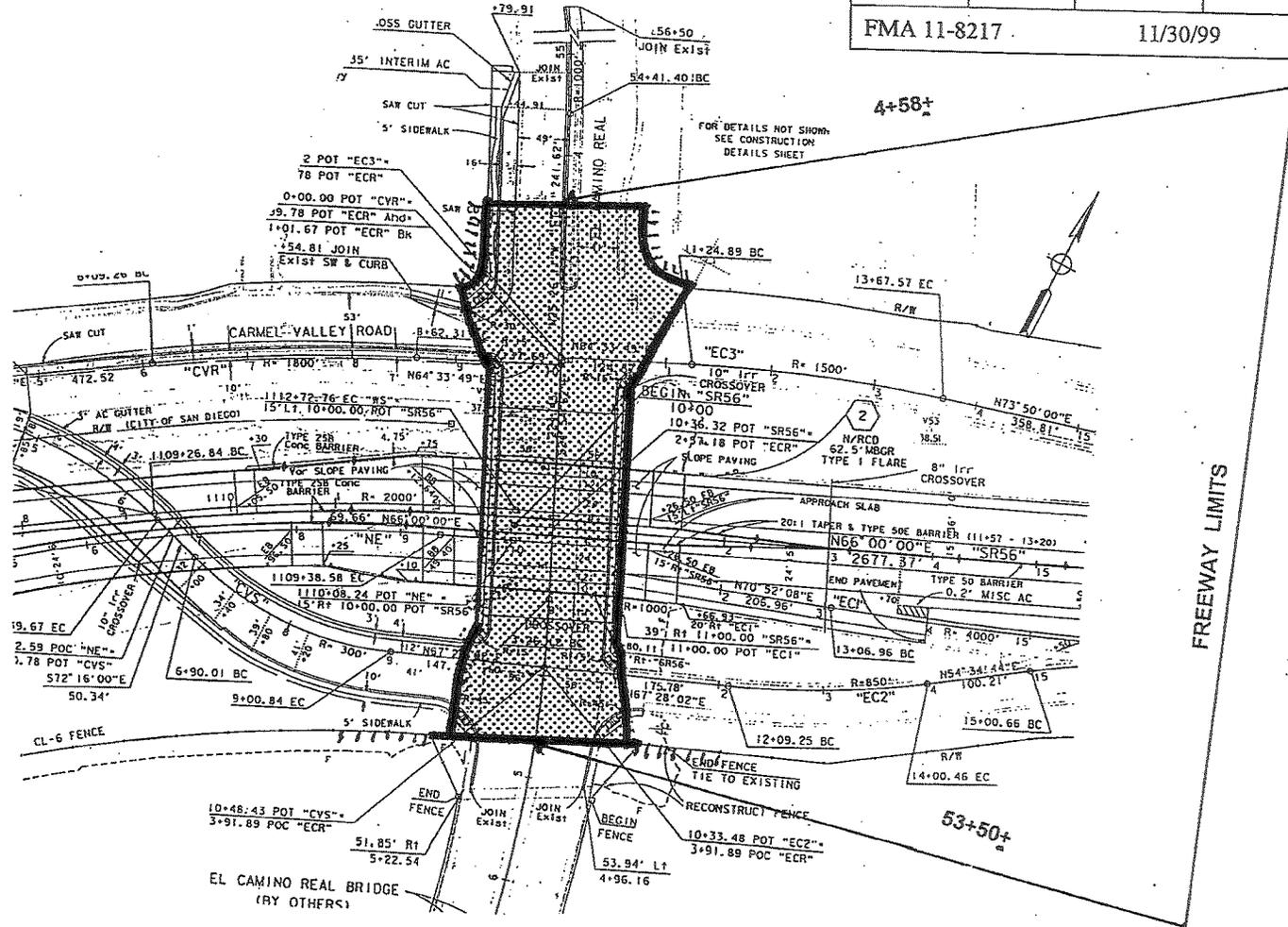
RANCHO PENASQUITOS BLVD UC NS  
BR NO 57-1009

LOC 5&6 SHEETS 7&8

**FREEWAY MAINTENANCE AGREEMENT**

**EXHIBIT "A"**

DIST.	CO.	RTE.	POST MILE
11	SD	56	0.327
FMA 11-8217		11/30/99	



EL CAMINO REAL UC  
BR NO 57-1004R/L  
LOC 1 SHEET 3



AREA WITHIN FREEWAY LIMITS  
TO BE MAINTAINED BY: CITY

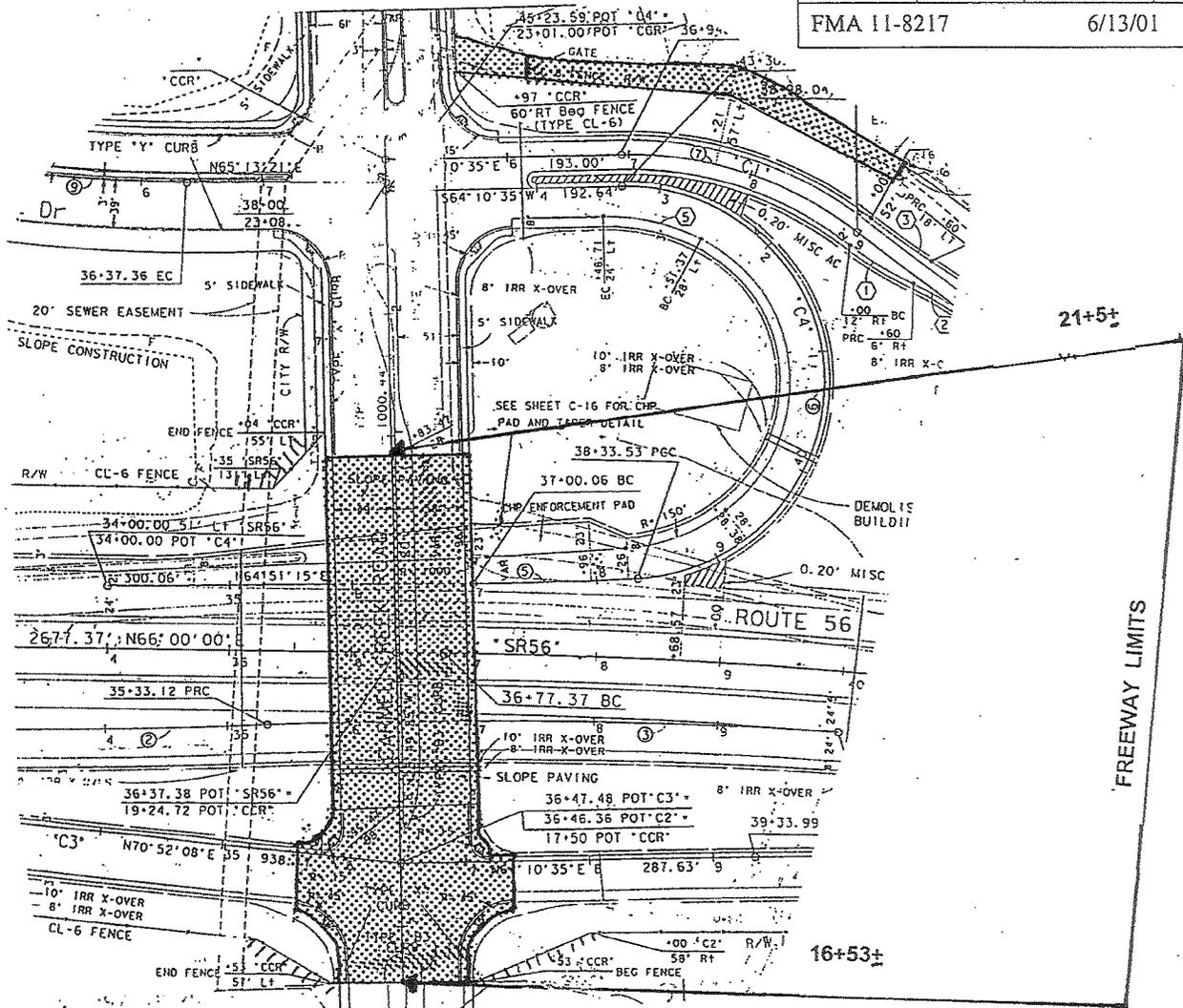
**FREEWAY MAINTENANCE AGREEMENT**

**EXHIBIT "A"**

SHEET 3 OF 8

SHEETS

DIST.	CO.	RTE.	POST MILE
11	SD	56	0.820
FMA 11-8217		6/13/01	



CARMEL CREEK RD OC  
BR NO 57-1005  
LOC 2 SHEET 4

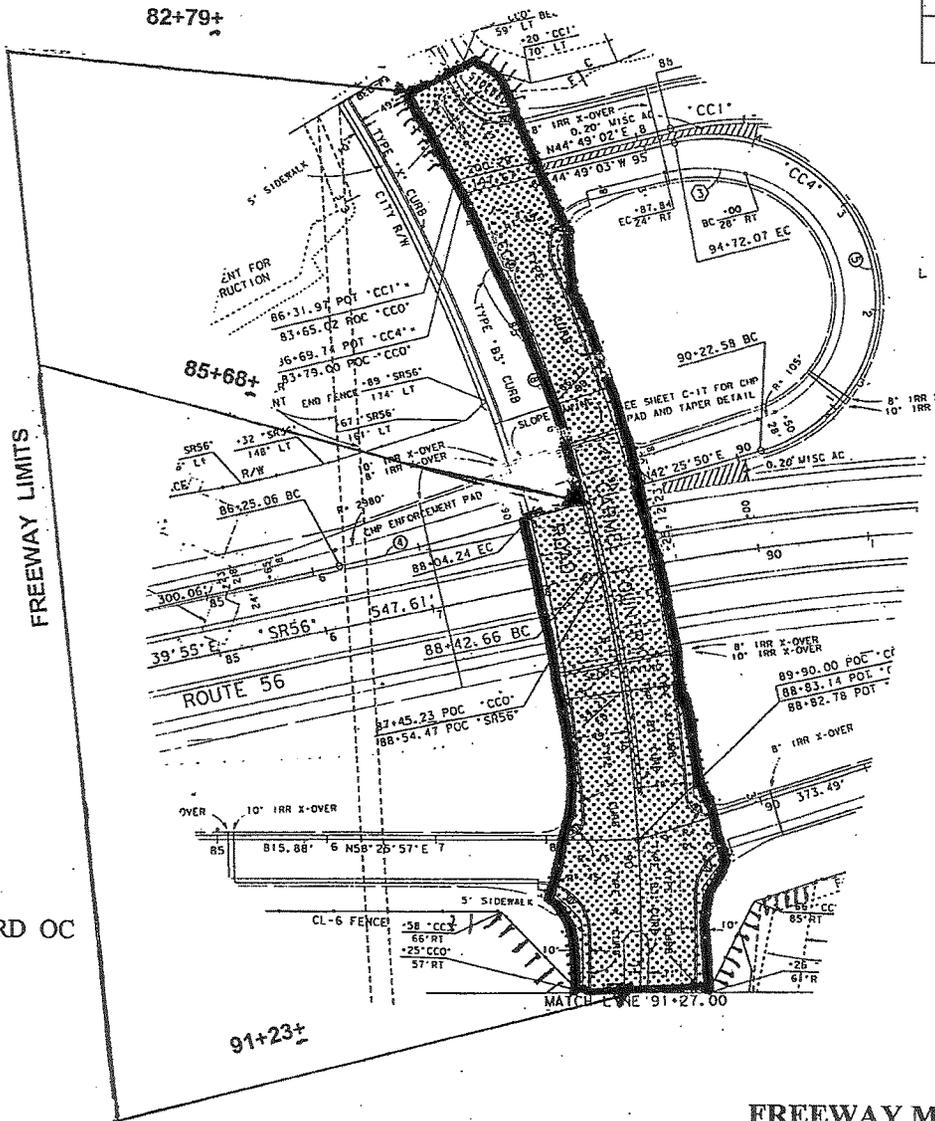


AREA WITHIN FREEWAY LIMITS  
TO BE MAINTAINED BY: CITY

**FREEWAY MAINTENANCE AGREEMENT**

**EXHIBIT "A"**

DIST.	CO.	RTE.	POST MILE
11	SD	56	1.808
FMA 11-8217		11/30/99	



CARMEL COUNTRY RD OC  
BR NO 57-1006

LOC 3 SHEET 5



AREA WITHIN FREEWAY LIMITS  
TO BE MAINTAINED BY: CITY

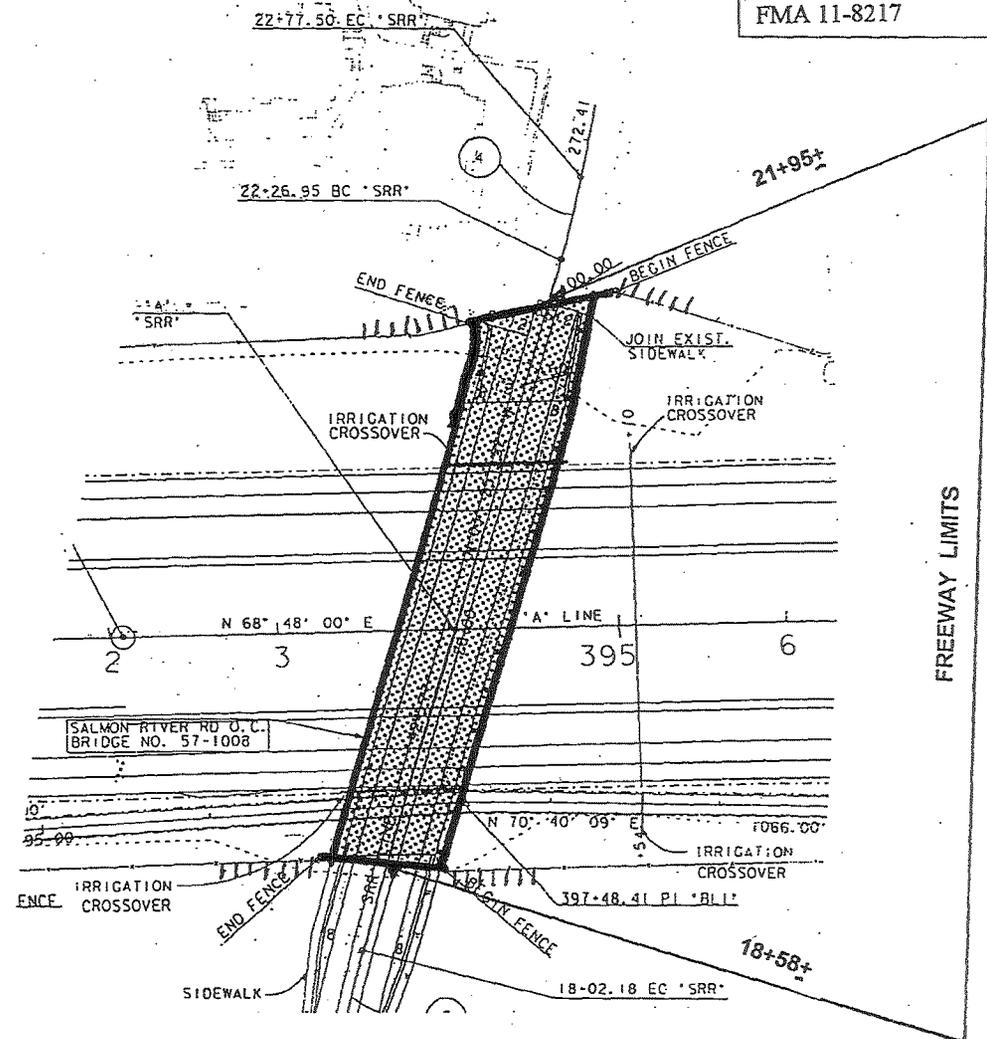
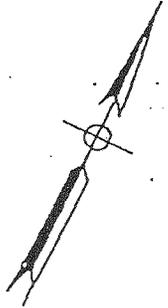
**FREEWAY MAINTENANCE AGREEMENT**

**EXHIBIT "A"**

SHEET 5 OF 8

SHEETS

DIST.	CO.	RTE.	POST MILE
11	SD	56	7.593
FMA 11-8217		11/30/99	



SALMON RIVER RD OC  
BR NO 57-1008

LOC 4 SHEET 6



AREA WITHIN FREEWAY LIMITS  
TO BE MAINTAINED BY: CITY

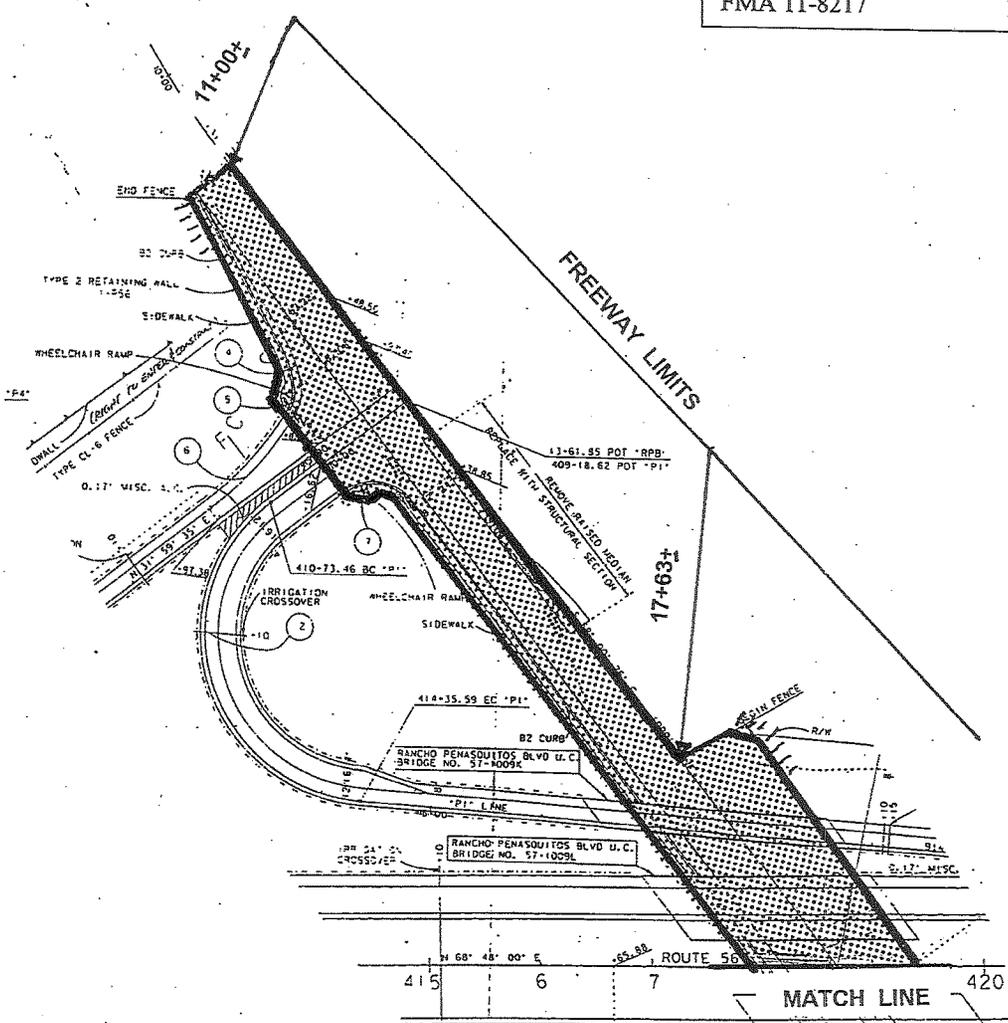
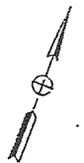
**FREEWAY MAINTENANCE AGREEMENT**

**EXHIBIT "A"**

**SHEET 6 OF 8**

**SHEETS**

DIST.	CO.	RTE.	POST MILE
11	SD	56	8.03
FMA 11-8217		11/30/99	



RANCHO PENASQUITOS BLVD UC NS  
BR NO 57-1009L

LOC 5 SHEET 7



AREA WITHIN FREEWAY LIMITS  
TO BE MAINTAINED BY: CITY

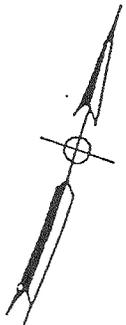
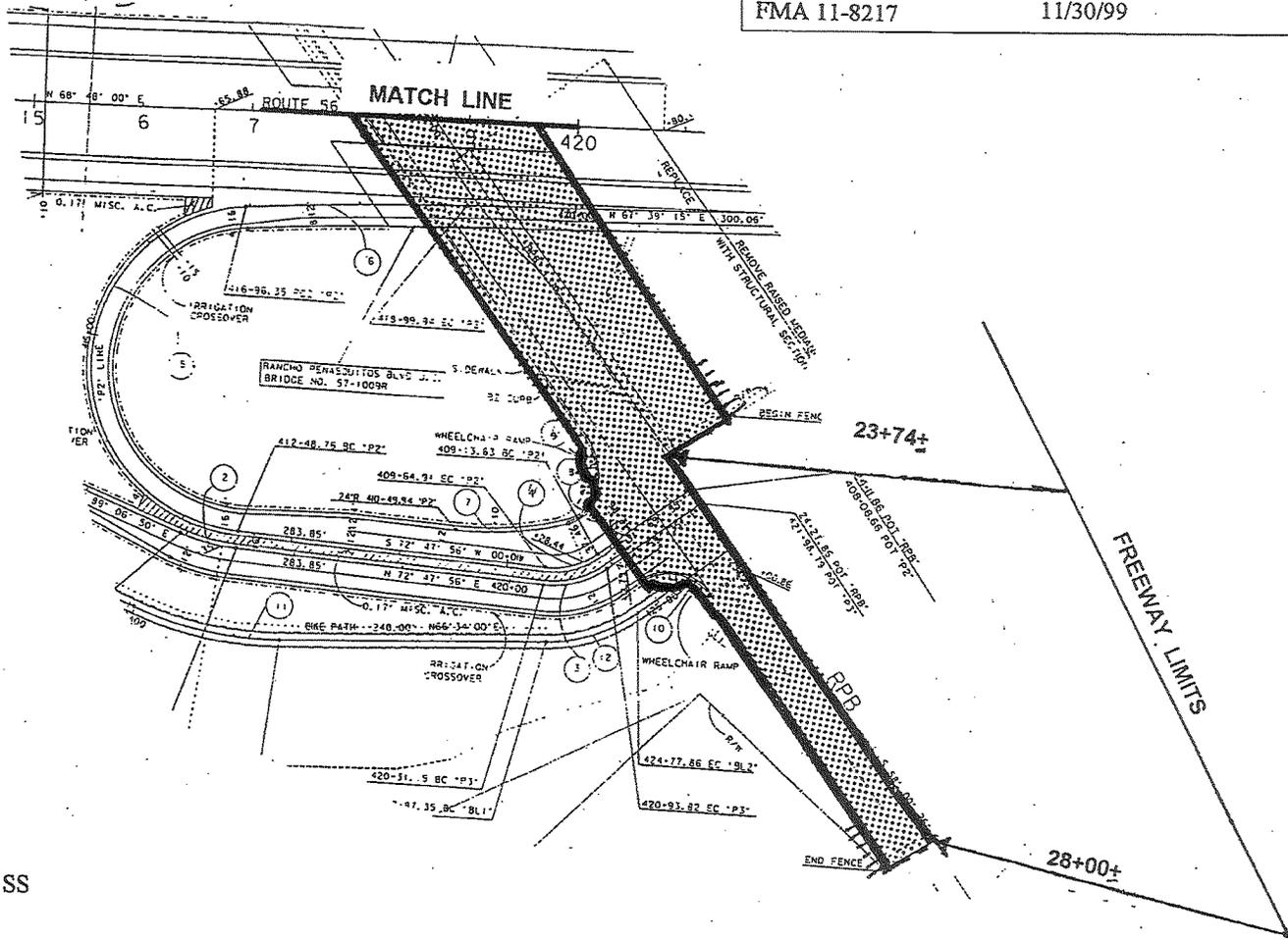
**FREEWAY MAINTENANCE AGREEMENT**

**EXHIBIT "A"**

SHEET 7 OF 8

SHEETS

DIST.	CO.	RTE.	POST MILE
11	SD	56	8.03
FMA 11-8217		11/30/99	



RANCHO PENASQUITOS BLVD UC SS  
BR NO 57-1009R

LOC 6 SHEET 8



AREA WITHIN FREEWAY LIMITS  
TO BE MAINTAINED BY: CITY

**FREWAY MAINTENANCE AGREEMENT**

**EXHIBIT "A"**

SHEET 8 OF 8

SHEETS