

F. M. A.
File

FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this 26th day of January, 1965, by and between the State of California, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "the State," and the County of Contra Costa, hereinafter for convenience referred to as "the County," witnesseth:

WHEREAS, on November 9, 1956 and March 21, 1961, Freeway Agreements were executed between the County and the State relating to the development, as a freeway, of a portion of State Highway Route 107 (New 680), within the limits of the County of Contra Costa, and

WHEREAS, under the provisions of said Freeway Agreements, the County agreed to certain adjustments in the county road system, and for the carrying of certain roads over or under or to a connection with the 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 county roads or portions thereof, and landscaped areas, within the freeway limits.

NOW THEREFORE, IT IS AGREED:

1. ROADWAY SECTIONS

The County will maintain, at County expense, all portions of county roads and appurtenant structures and bordering areas, colored in yellow on the attached map marked Exhibit "A" and made a part hereof by this reference.

2. VEHICULAR OVERCROSSINGS

The State will maintain, at State expense, the entire structure below the top of the concrete deck surface, exclusive of any bituminous surface treatment thereof. The County will maintain, at County expense, the top of the concrete deck surface, together with any bituminous surface treatment thereon, and all portions of the structure above the concrete deck surface, and shall perform such other work as may be necessary to insure an impervious and otherwise suitable surface. The County will also maintain all traffic service facilities provided for the benefit or control of county road traffic.

3. VEHICULAR UNDERCROSSINGS

The State will maintain the structure proper. The County will maintain the roadway section, including the traveled way, shoulders, curbs, sidewalks, walls, drainage installations and traffic service facilities, and all water lines except those incased within the walls, deck or floor of the structure.

4. PEDESTRIAN OVERCROSSINGS

Except for damage to the structure resulting from freeway vehicular traffic, the County will maintain pedestrian overcrossings in their entirety.

5. PEDESTRIAN UNDERCROSSINGS

The State will maintain the structure from a structural standpoint. The County will maintain all drainage and lighting installations, and all water lines except those incased within the walls, deck or floor of the structure. The County will

also be responsible for all cleaning and painting as may be required to keep the structure free of debris and obscenity.

6. LANDSCAPED AREAS

All plantings or other types of roadside development within the freeway limits and colored in yellow on Exhibit "A" will be maintained by the County.

7. RESPONSIBILITY

It is understood and agreed that neither the State, the Department, 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 County under or in connection with any work, authority or jurisdiction delegated to the County under this Freeway Maintenance Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, the County shall fully indemnify and hold the State harmless from any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under this Agreement.

It is understood and agreed that neither the County 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 Department under or in connection with any work, authority or jurisdiction not delegated to the County under this Freeway Maintenance Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, the Department shall fully indemnify and hold the

County harmless from any damage or liability occurring by reason of anything done or omitted to be done by the Department under or in connection with any work, authority or jurisdiction not delegated to the County under this Agreement.

8. 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 Agreement shall not affect any pre-existing obligations of the County to maintain designated areas pursuant to prior written notice from the State that work in such areas, which the County has agreed to maintain pursuant to the terms of the Freeway Agreement, has been completed.

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

J. C. WOMACK
STATE HIGHWAY ENGINEER

Approval Recommended

H. C. Ryan
Deputy District Engineer

Edward A. Linscheid
Maintenance Engineer

Approval as to Form

Richard E. East
Attorney for Department

Attorney

By J. C. Woman
Deputy State Highway Engineer

COUNTY OF CONTRA COSTA

Edward A. Linscheid
Chairman of the Board of Supervisors

W. T. PAASCH
Clerk of the Board of Supervisors

By Harold M. Heath
Deputy Clerk

RESOLUTION NO. 3619

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
CONTRA COSTA APPROVING FREEWAY MAINTENANCE AGREEMENT.

WHEREAS, the State of California, through its Department of Public Works, Division of Highways, has presented an agreement entitled "Freeway Maintenance Agreement" which concerns State Highway Route 107 (New 680), in the County of Contra Costa, between 1.0 mile south of Danville and Walnut Creek, and

WHEREAS, the Board of Supervisors has heard read said agreement in full and is familiar with the contents thereof;

THEREFORE, be it resolved by the Board of Supervisors of the County of Contra Costa that said Freeway Maintenance Agreement be and the same is hereby approved and the Chairman and the Clerk of the Board of Supervisors are directed to execute the same on behalf of said County.

ADOPTED THIS 22nd DAY OF December, 1964.

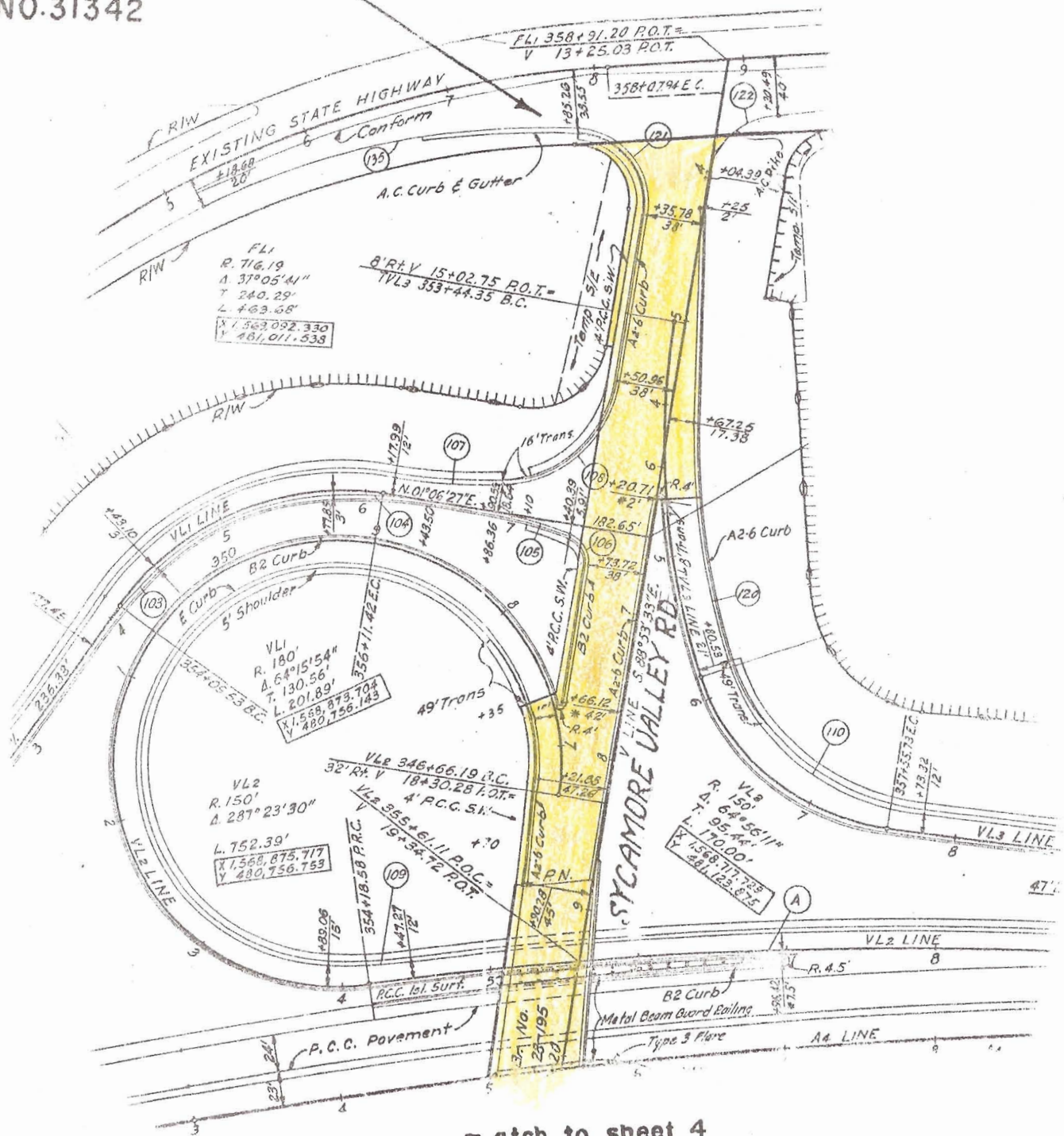
Attest:

I hereby certify that the foregoing resolution was duly and regularly passed by the Board of Supervisors of the County of Contra Costa at a regular meeting thereof held December 22, 1964.

W. T. PAASCH
Clerk of the Board of Supervisors

BY Agnes M. Smith
Deputy Clerk

PROPOSED
RELINQUISHMENT
NO. 31342



match to sheet 4

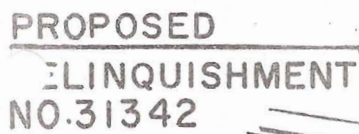
Area to be maintained by County



EXHIBIT "A"

FREEWAY MAINTENANCE AGREEMENT
LOCATION No 1

DIST	CO	RTE	SHEET
IV	CC	680	3 of 12



1997

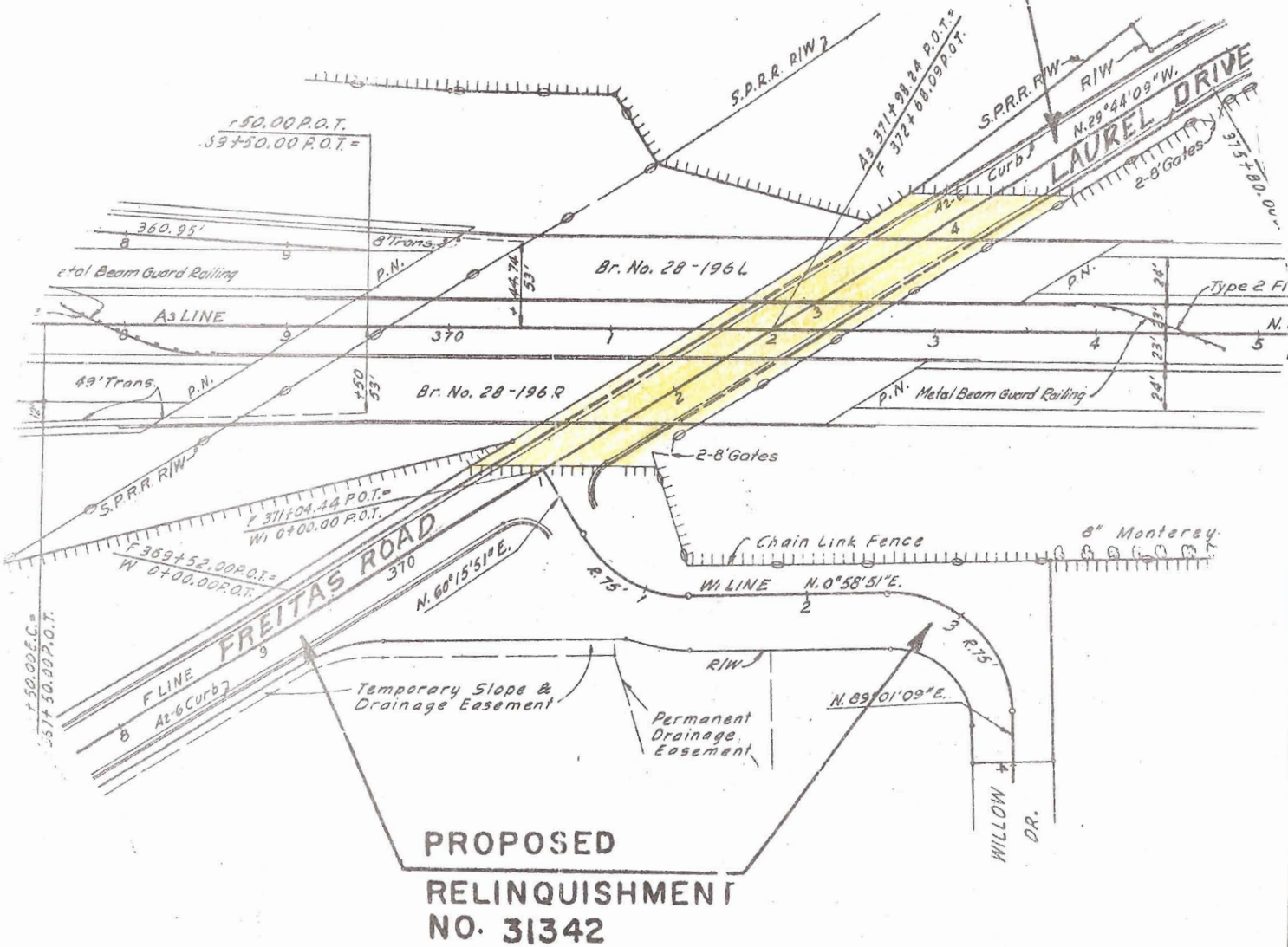
EXHIBIT "A"

FREEWAY MAINTENANCE AGREEMENT
LOCATION N° 1

DIST	CO	RTE	SHEET
IV	CC	680	4 of 12



**PROPOSED
RELINQUISHMENT
NO. 31342**



Area to be maintained by County

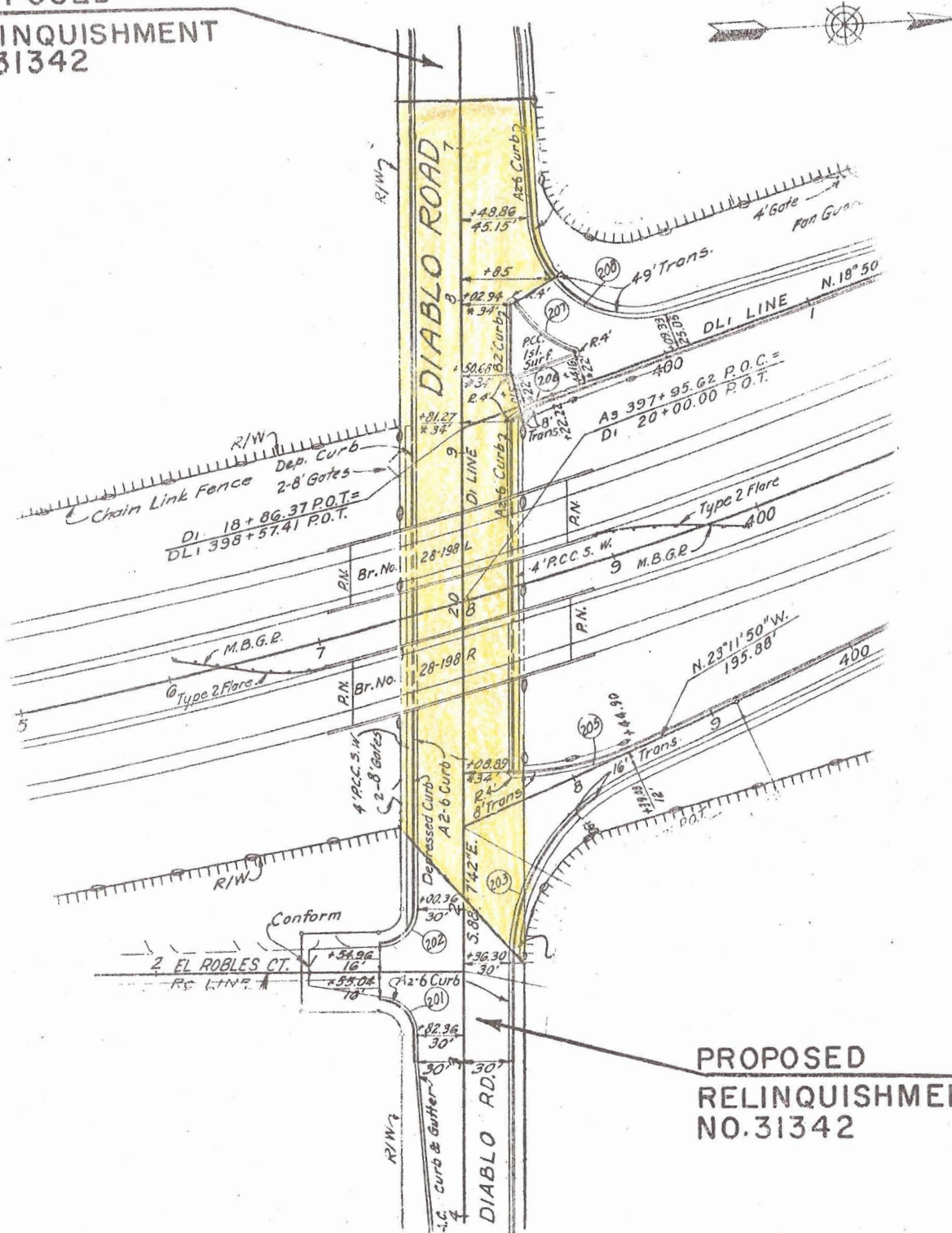


EXHIBIT "A"

**FREEWAY MAINTENANCE AGREEMENT
LOCATION Nº 2**

DIST	CO	RTE	SHEET
IV	CC	680	5 of 12

PROPOSED
RELINQUISHMENT
NO.31342



PROPOSED
RELINQUISHMENT
NO.31342

Area to be maintained by County

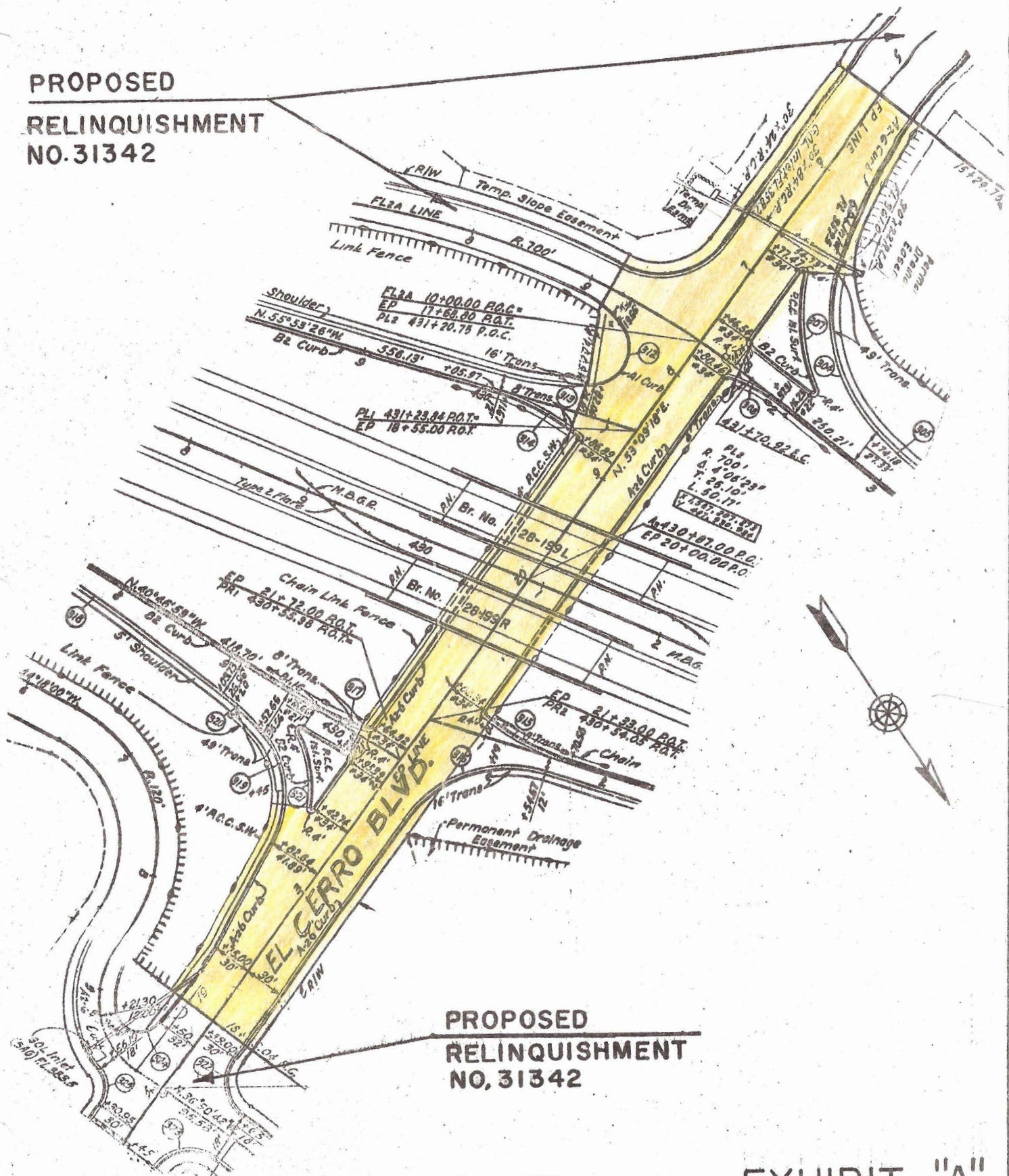


EXHIBIT "A"

FREE WAY MAINTENANCE AGREEMENT
LOCATION Nº 3

DIST	CO	RTE	SHEET
IV	CC	680	6 of 12

**PROPOSED
RELINQUISHMENT
NO.31342**



**PROPOSED
RELINQUISHMENT
NO.31342**

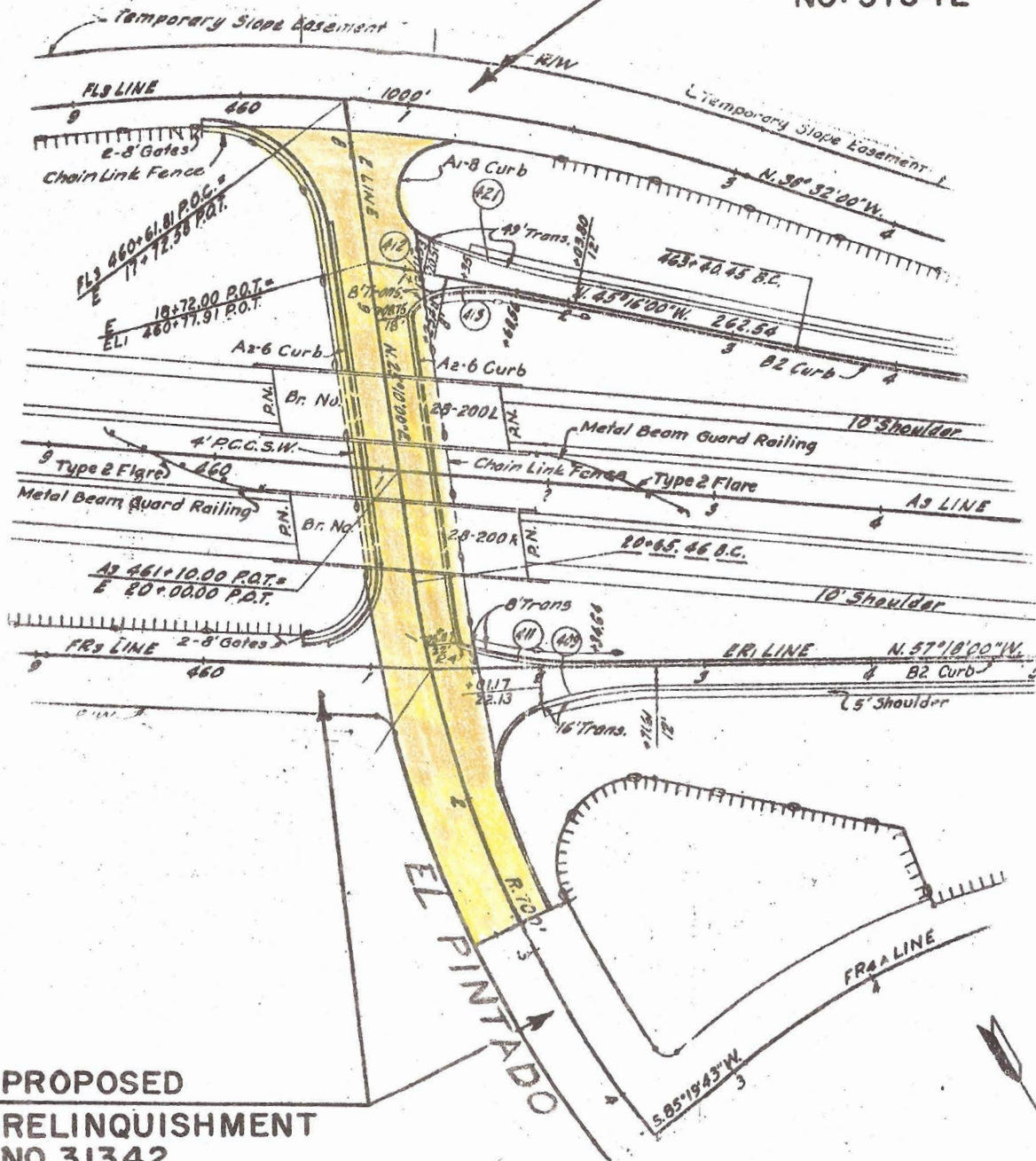
Area to be maintained by County

EXHIBIT "A"

**FREE WAY MAINTENANCE AGREEMENT
LOCATION Nº 4**

DIST	CO	RTE	SHEET
IV	CC	680	7 of 12

**PROPOSED
RELINQUISHMENT
NO. 31342**



**PROPOSED
RELINQUISHMENT
NO. 31342**

Area to be maintained by County

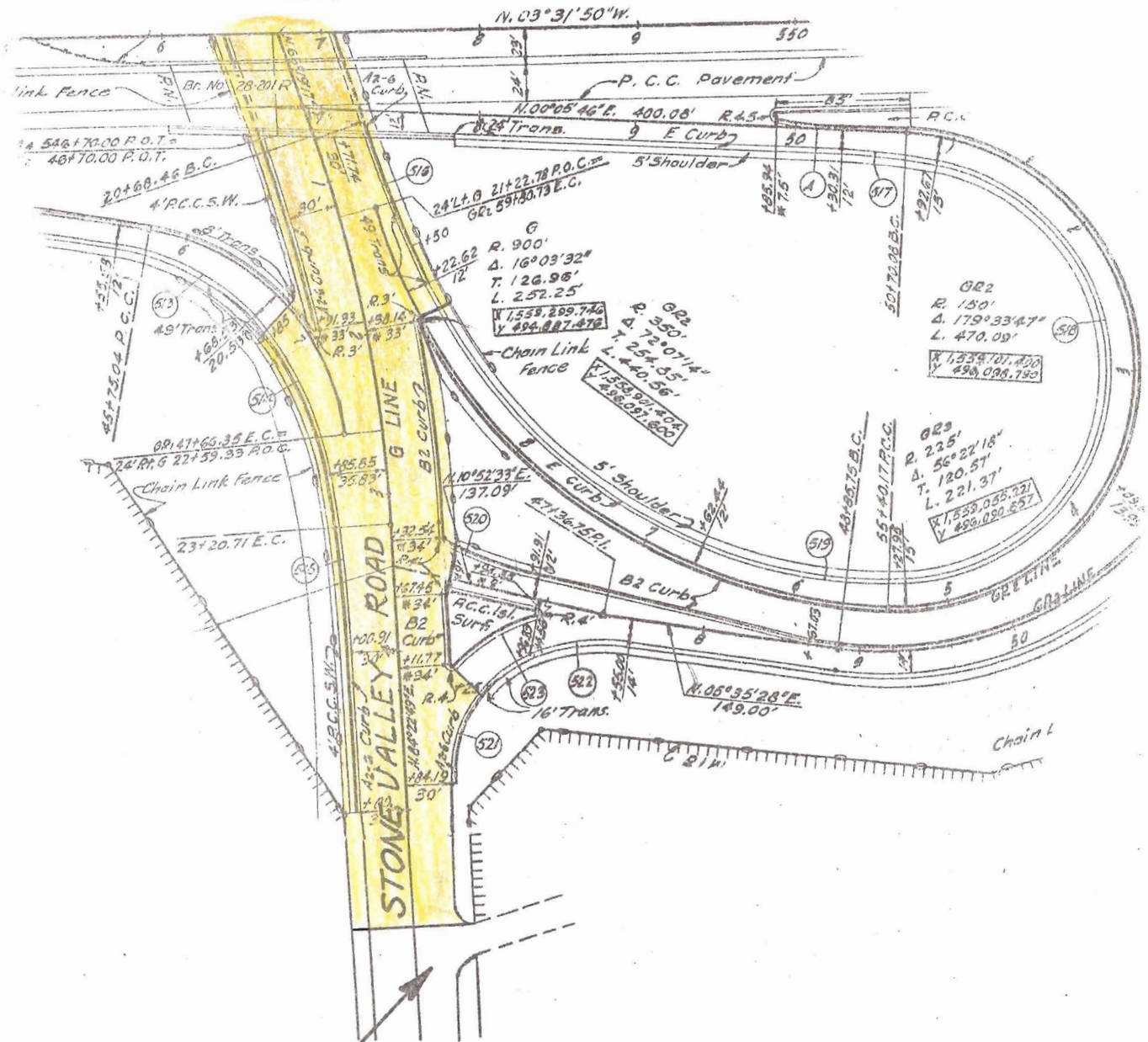


EXHIBIT "A"

**FREE WAY MAINTENANCE AGREEMENT
LOCATION № 5**

DIST	CO	RTE	SHEET
IV	CC	680	8 of 12

match to sheet 11



**PROPOSED
RELINQUISHMENT
NO. 31342**

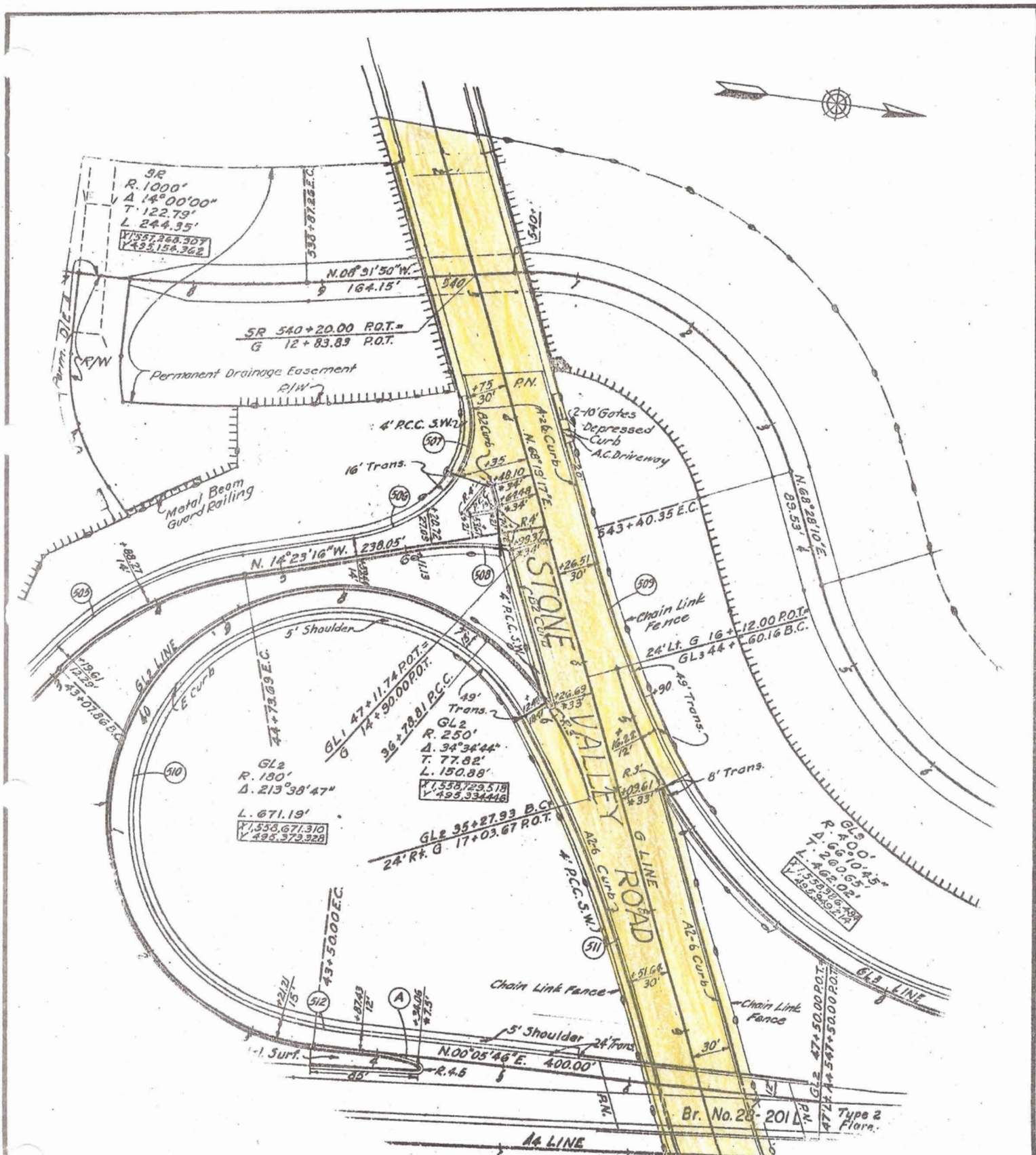
Area to be maintained by County



**FREE WAY MAINTENANCE AGREEMENT
LOCATION N° 7**

EXHIBIT "A"

DIST	CO	RTE	SHEET
IV	CC	680	10 of 12



Area to be maintained by County



EXHIBIT "A"

FREE WAY MAINTENANCE AGREEMENT
LOCATION N^o 7

DIST	CO	RTE	SHEET
IV	CC	680	II of 12

