

**PROJECT SPECIFIC MAINTENANCE AGREEMENT  
FOR SANTA GERTRUDIS CREEK BIKE TRAIL  
IN THE CITY OF TEMECULA**

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 Temecula, hereinafter referred to as “CITY” and collectively referred to as “PARTIES”.

**SECTION I**

**RECITALS**

1. WHEREAS, CITY desires to construct operate and maintain the Santa Gertrudis Bike Trail, which crosses under Interstate 15 (I-15) along Santa Gertrudis Creek, consisting of a 12-foot wide concrete bike path with cable railing, pavement markings, signage, and lighting under on bridge, hereinafter referred to as “PROJECT”, and
2. WHEREAS, the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements of PROJECT constructed under Encroachment Permit Number \_\_\_\_\_.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

**SECTION II**

**AGREEMENT**

1. Exhibit A consists of plan drawings that delineate the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Agreement.
2. 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 thereafter supersede the original Exhibit A and become part of the Agreement.
3. 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.
4. CITY must obtain the necessary Encroachment Permits from STATE’s District 08 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.

5. BRIDGES 56-271K, 271L, 271R & 271S OVER SANTA GERTRUDIS CREEK

- 5.1. STATE will maintain entire structures of the STATE-constructed bridges over Santa Gertrudis Creek of STATE freeway except as hereinafter provided.
- 5.2. CITY will maintain the trail way sections, including the shoulders, curbs, wall surfaces (including eliminating graffiti), drainage installations, and safety lighting devices.
- 5.3. PIERS AND ABUTMENTS - CITY is responsible for cleaning to keep any pier structure or abutment free of graffiti.
- 5.4. STREAMBED - CITY is responsible for debris removal and cleaning to keep any streambed between pier structures and abutments free of debris and trash.

6. ELECTRICALLY OPERATED DEVICES

- 6.1 The cost of installation, operation, maintenance, repairs, replacement and energy costs of safety lighting devices and any other electrically operated devices placed at BRIDGES 56-271K, 271L, 271R & 271S and CITY facilities shall be paid by CITY as shown in Exhibit "B" which, by this reference, is made a part of this Agreement.
7. BICYCLE PATHS - CITY will maintain, at CITY expense, a safe facility for bicycle travel along the entire length of the path by providing sweeping and removal of graffiti, debris, and trash when necessary or as directed by the STATE; and all signing and striping and pavement markings required for the direction and operation of that non-motorized facility. If constructed as permitted encroachments within STATE's right of way, permittee is solely responsible for all path improvements, all fences, guard railing, drainage facilities, slope and structural adequacy of any bicycle path located and constructed within STATE's right of way.

8. LEGAL RELATIONS AND RESPONSIBILITIES

- 8.1. 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.
- 8.2. 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, under or in connection with any work, authority or jurisdiction conferred upon STATE 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 or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

8.3. 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 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.

## 9. PREVAILING WAGES:

9.1. Labor Code Compliance- 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, 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 work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

9.2. 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) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts

10. 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 the 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 in a form satisfactory to STATE, along with a signed copy of the Agreement.

10.1. SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY shall require its contractors 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 the 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.

11. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, or by STATE for cause. CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

12. 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 as set forth by Article 11 above.

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, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF TEMECULA

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
James Stewart  
Mayor

TOKS OMISHAKIN  
Director of Transportation

Initiated and Approved:

By: \_\_\_\_\_  
Aaron Adams  
City Manager

By: \_\_\_\_\_  
Stephen R. Pusey  
Deputy District Director  
Maintenance, District 08

Attest:

By: \_\_\_\_\_  
Randi Johl  
City Clerk

By: \_\_\_\_\_  
Peter M. Thorson  
City Attorney

By: \_\_\_\_\_  
Attorney  
Department of Transportation

# EXHIBIT “A”

Plan map identifying the applicable I-15 Freeway proper and  
CITY facilities

# LEGEND:



AREA WITHIN FREEWAY R/W LIMITS TO BE  
MAINTAINED BY CITY OF TEMECULA

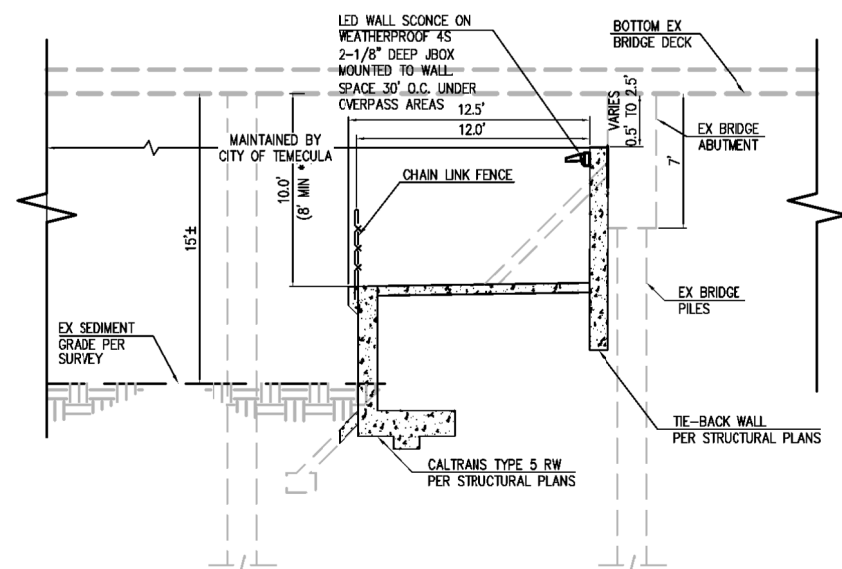
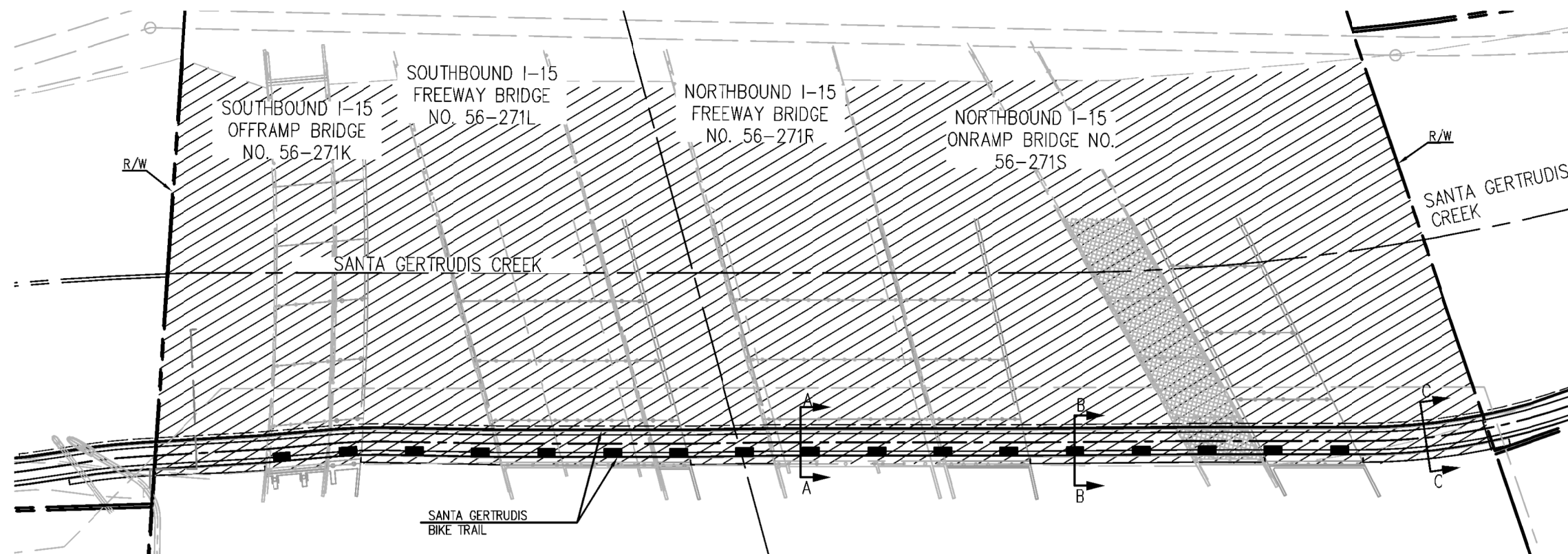
STATE RIGHT OF WAY

LOCATION: RIV 15 PM 6.7

17 WALL MOUNTED LED  
LIGHTING LOCATIONS

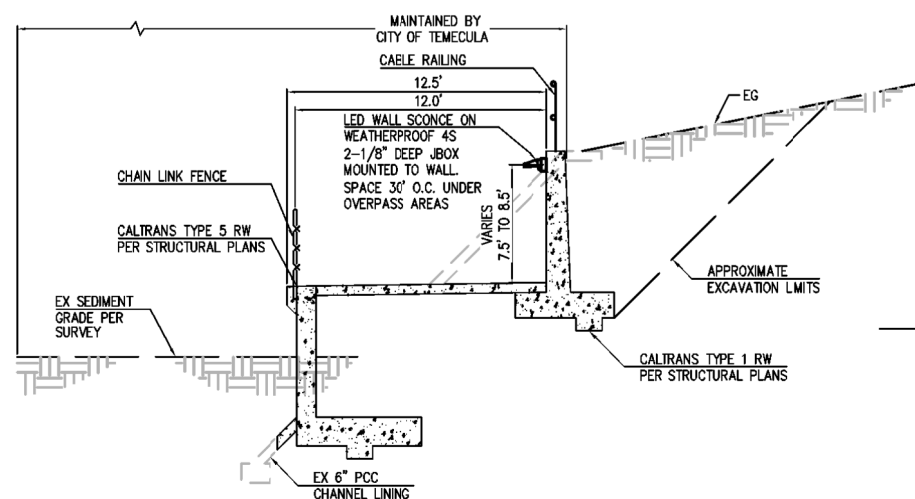
## PROJECT SPECIFIC MAINTENANCE AGREEMENT FOR BIKE TRAIL IN THE CITY OF TEMECULA

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
08	RIV	15	6.7	1	1



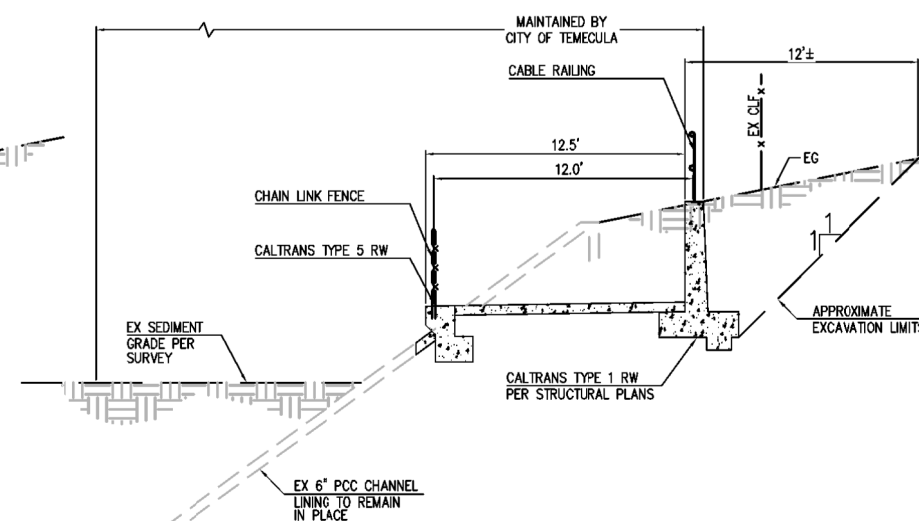
SECTION A-A  
TYPICAL SECTION UNDER  
I-15 FREEWAY BRIDGE

SCALE: N.T.S.



SECTION B-B  
TYPICAL SECTION - I-15 FREEWAY BETWEEN BRIDGES

N.T.S.



SECTION C-C  
TYPICAL SECTION RAMPING TO  
TOP OF CHANNEL - I-15 FREEWAY

N.T.S.

EXHIBIT "A"  
NO SCALE

# EXHIBIT “B”

## TRAFFIC SIGNAL AND LIGHTING

Caltrans and City of Temecula

Effective \_\_\_\_\_, 20\_\_\_\_

## BASIS OF COST DISTRIBUTION

State-Owned and Maintained

Billed by the State

Route and PM	Location	Type of Facility	Cost Distribution	
			State	City
I-15 PM-6.7	Santa Gertrudis Bridges 56- 271K, 271L, 271R, & 271S	17 Wall Mounted LED Lights (Safety Lighting Devices)	0%	100%