

FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate this 5th day of January, 1993 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 Redlands, hereinafter referred to as "the CITY", witnesseth:

WHEREAS, freeway agreements were executed between the CITY and the STATE and San Bernardino County and the STATE, wherein the CITY of Redlands County agreed and consented to certain adjustments of the CITY street or COUNTY road system required for the development of that portion of State Highway Route 10, within the current limits of the CITY of Redlands, 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 (or: is nearing completion) 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, with the freeway limits, and

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

MAINTENANCE DEFINED:

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

- Sec. 27. "(a) The preservation and keeping of rights of way, each type of roadway, structure, safety convenience or device, planting, illumination equipment and other 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 devices, 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 THEREFORE, IT IS AGREED:

1. When a planned future improvement has been constructed, a minor revision has been effected within the limits of the freeway herein described or when limits have been revised by annexation, which affect 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 which 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 hereinafter provided. The CITY will maintain, at CITY expense, the deck and/or surfacing and shall perform such work as may be necessary to provide an impervious and 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, 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 by STATE 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 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.

4. 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 provide an impervious and otherwise suitable surface. The CITY will also maintain all traffic service facilities provided for the benefit or control of pedestrian traffic.

5. PEDESTRIAN UNDERCROSSING

The STATE will maintain the structure from a structural standpoint. The CITY will maintain all drainage and lighting installations and will be responsible for all cleaning and painting, including but not limited to keeping the structure free of debris and graffiti.

6. SOUND WALLS

The STATE will maintain the structure from a structural standpoint. If there be any responsibility for cleaning and painting to keep the CITY's side of the structure free of debris and graffiti, it shall lie with the CITY and not with the STATE.

7. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES

If there be any responsibility for maintenance of any plantings or other types of roadside development lying outside of the area reserved for freeway use, it shall lie with the CITY and not with the STATE.

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 operation costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices at ramp connections to CITY streets shall be shared, between the STATE and the 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.

9. 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 Freeway Maintenance Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, the CITY shall defend, indemnify and save harmless the State of California, all 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 the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this Agreement except as otherwise provided by Statute.

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 Freeway Maintenance Agreement. It is also understood and agreed that, pursuant to the Government Code Section 895.4, 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 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 the STATE under this Agreement except as otherwise provided by Statute.

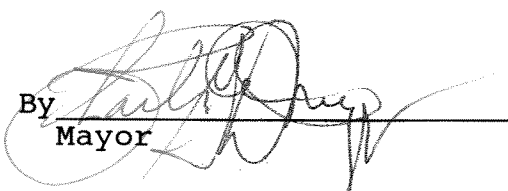
"Attorney's Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this agreement, the prevailing party shall, in addition to any other cost and relief, be entitled to a reasonable attorney's fees."

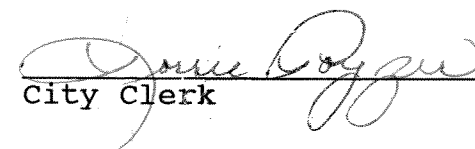
10. EFFECTIVE DATE

This Agreement supersedes previous freeway maintenance agreements entered into by the STATE and the CITY on Route 10 and 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 seals the day and year first above written.

CITY OF REDLANDS

By 
Mayor


City Clerk

Approved as to form and procedure:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

JAMES W. VAN LOBEN SELS
Director of Transportation

Attorney
Department of Transportation

By 
ROBERT H. THOMPSON
Deputy District Director
Maintenance

City Attorney

By _____

City of Redlands

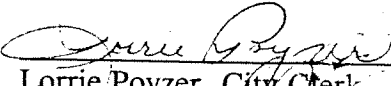


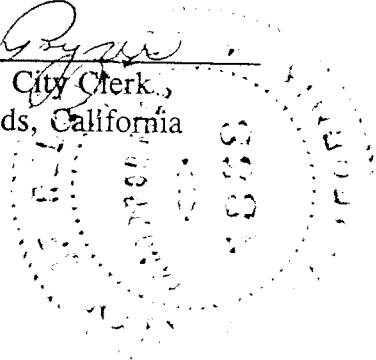
I, Lorrie Poyzer, City Clerk of the City of Redlands, California, do hereby certify under penalty of perjury that the following is a true and correct excerpt from the minutes of the City Council meeting held on January 19, 1993:

"Consultant Contract - Following brief discussion, Councilmember Cunningham moved to award the contract for the design of the I-10 Freeway/State Route 30 interchange water features to STO Design Group, Inc. in an amount not to exceed \$17,800.00, with the understanding these funds will be reimbursed to the City from a grant received from the State of California under the AB 471 Environmental Enhancement and Mitigation Program to install landscaping and irrigation facilities. Motion seconded by Councilmember Milson and carried unanimously."

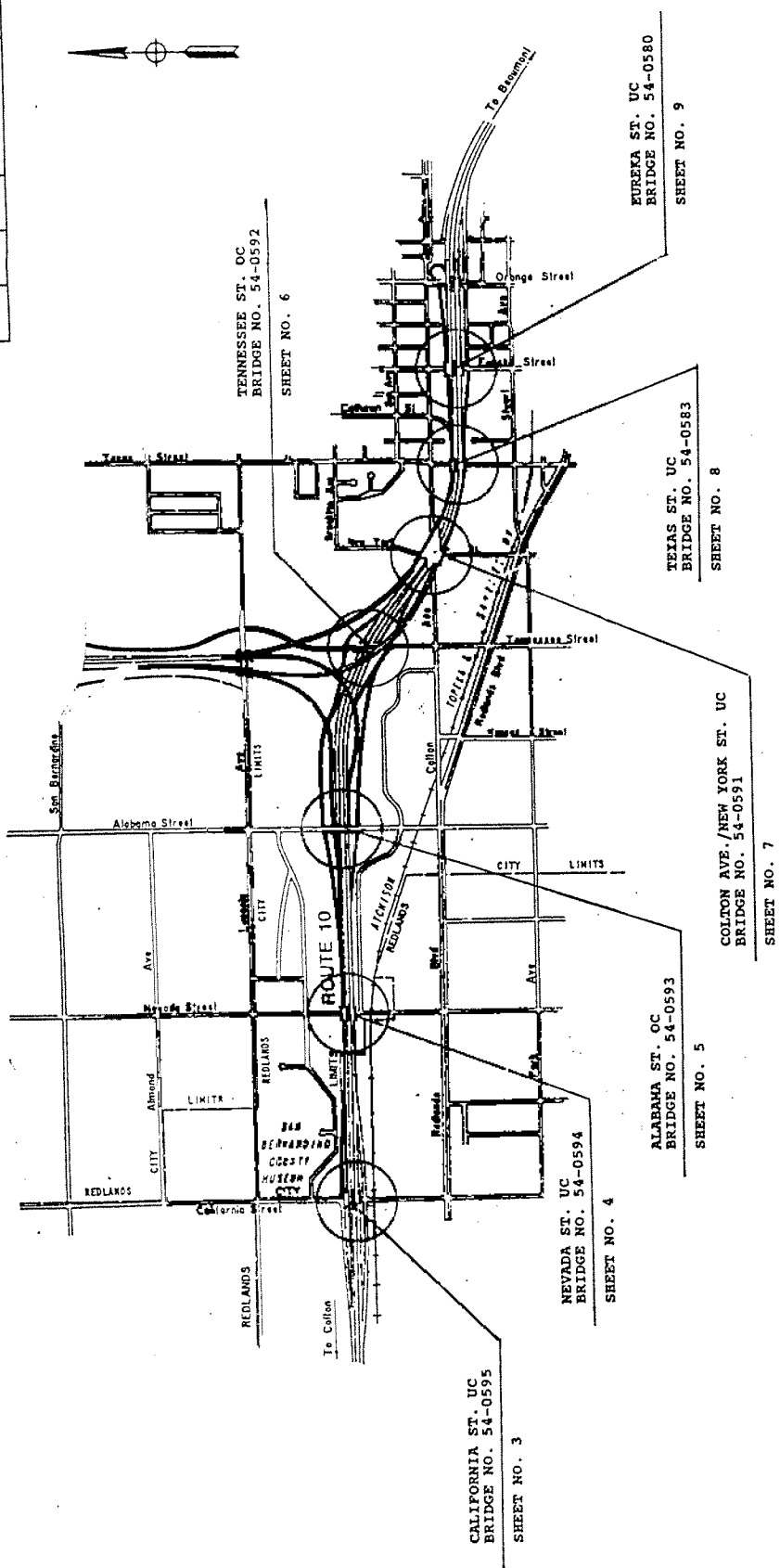
The undersigned further certifies that the above action has not been repealed or amended and remains in full force and effect .

WITNESS my hand and the official seal of the City of Redlands, California, this 22nd day of January, 1993.


Lorrie Poyzer, City Clerk,
City of Redlands, California



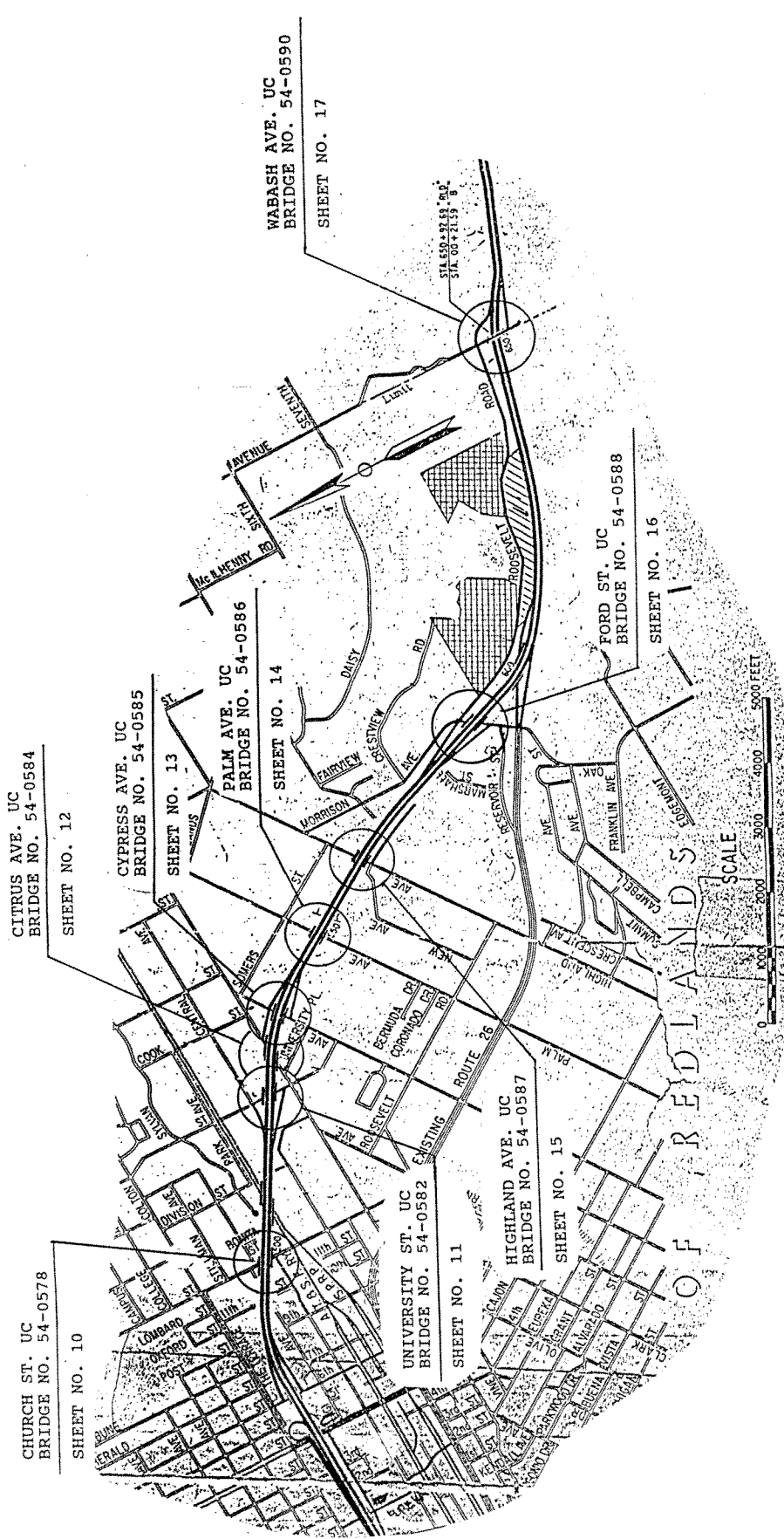
DIST	CO	RTE	POST MILE	SHEET OF SHEETS
08	SBD	10	28.3/30.9	1
				17



VICINITY MAP
 FREEWAY MAINTENANCE
 AGREEMENT
 EXHIBIT 'A'

Location of Local Road Segments
 within freeway R/W limits to be
 maintained by
 CITY OF REDLANDS

USI	UC	R/E	100' MIN
08	Sbd	10	30.9-34.3
		2	17



Location of Local Road Segments
within freeway R/W limits to be
maintained by

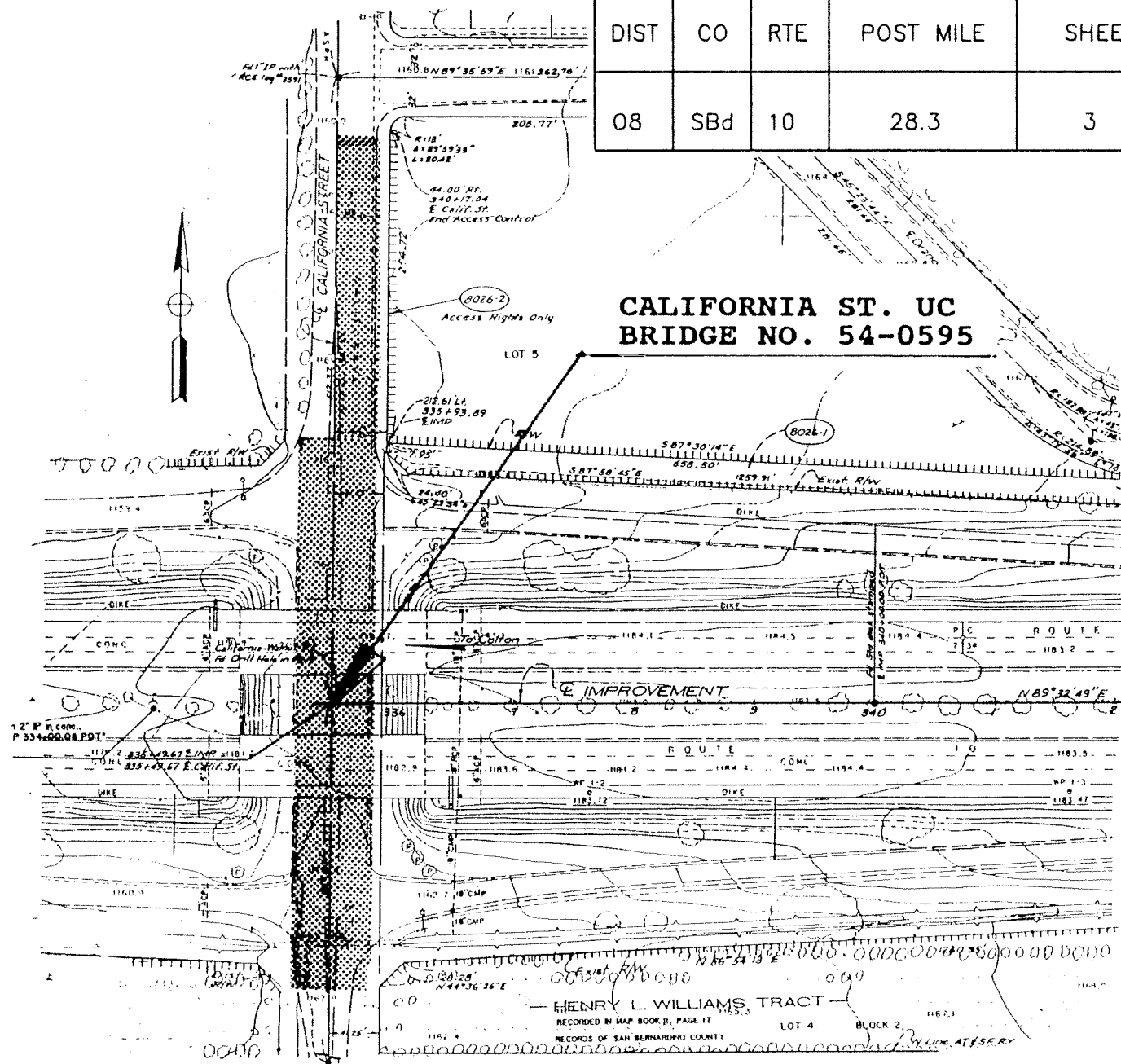


CITY OF REDLANDS

VICINITY MAP
FREeway MAINTENANCE
AGREEMENT

EXHIBIT 'A'

DIST	CO	RTE	POST MILE	SHEET OF SHEETS	
08	SBd	10	28.3	3	17

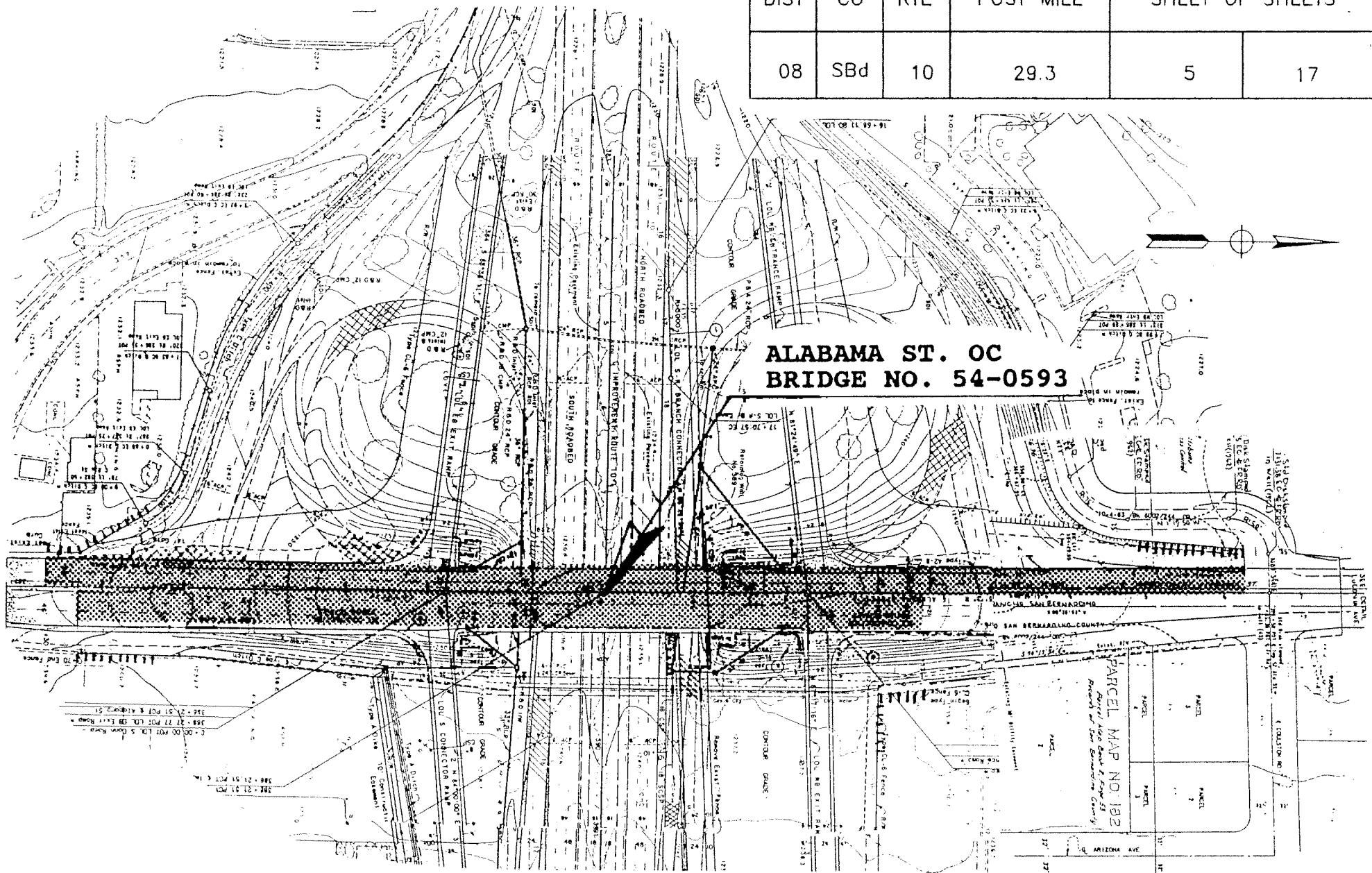


Local Road Segments within Freeway
 R/W Limits to be maintained by CITY OF REDLANDS
 Location CALIFORNIA STREET UNDERCROSSING



EXHIBIT 'A'

DIST	CO	RTE	POST MILE	SHEET OF SHEETS	
08	SBd	10	29.3	5	17



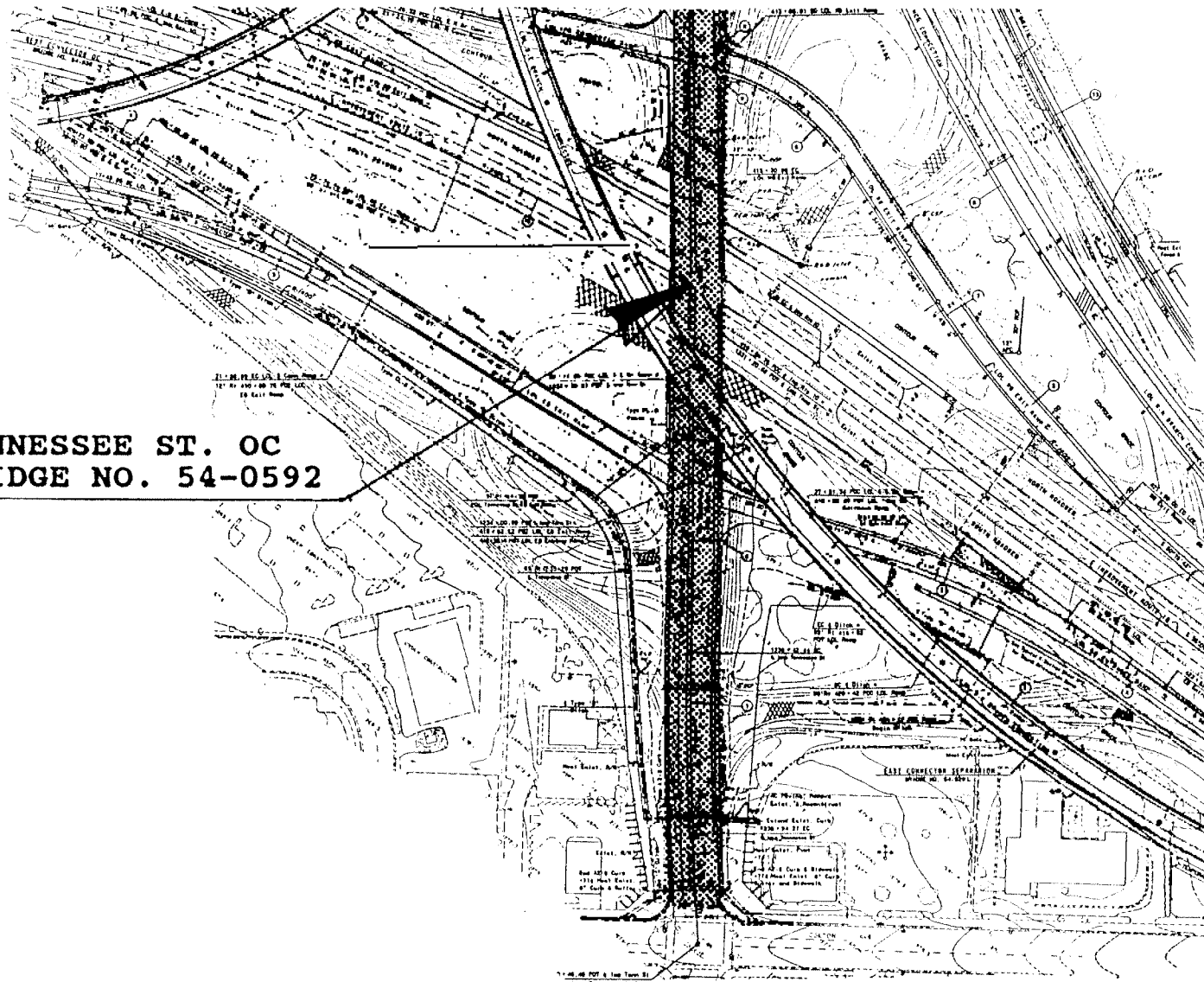
Local Road Segments within Freeway
 R/W Limits to be maintained by CITY OF REDLANDS

Location ALABAMA STREET OVERCROSSING



EXHIBIT 'A'

DIST	CO	RTE	POST MILE	SHEET OF SHEETS	
08	SBd	10	29.8	6A	17



**TENNESSEE ST. OC
BRIDGE NO. 54-0592**

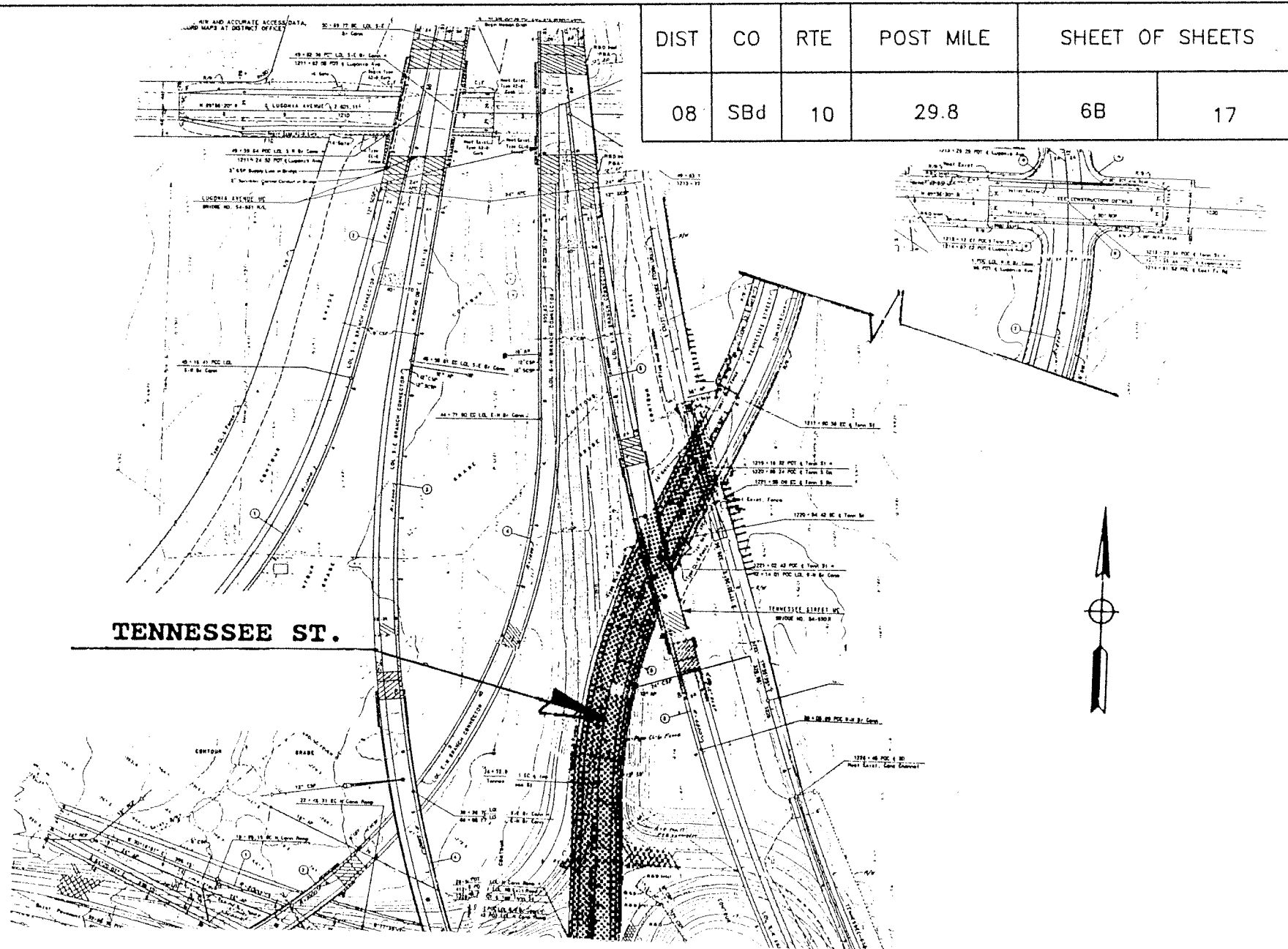
Local Road Segments within Freeway
R/W Limits to be maintained by CITY OF REDLANDS

Location TENNESSEE STREET OVERCROSSING



EXHIBIT 'A'

DIST	CO	RTE	POST MILE	SHEET OF SHEETS	
08	SBd	10	29.8	6B	17

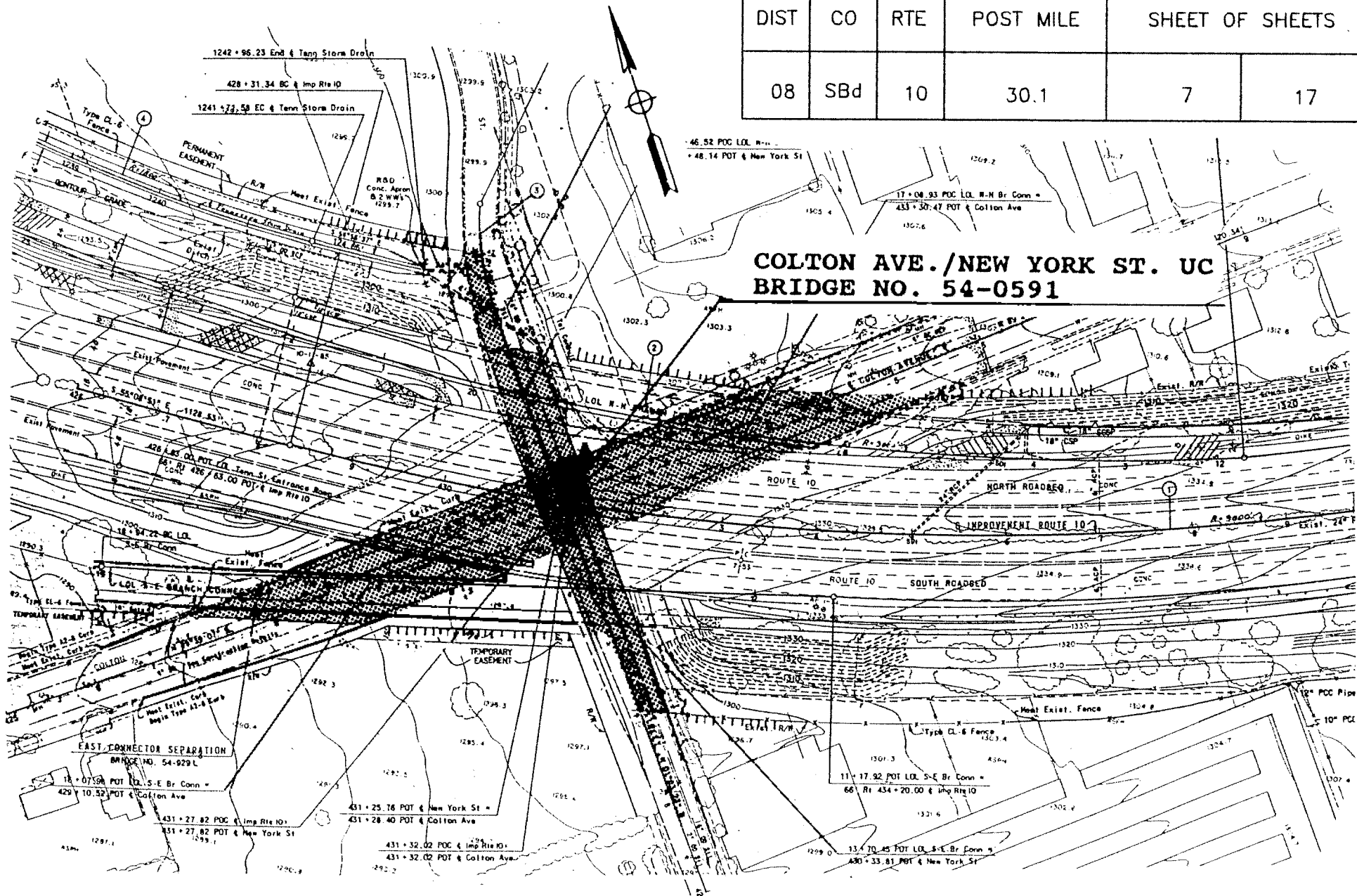


Local Road Segments within Freeway
R/W Limits to be maintained by CITY OF REDLANDS
Location TENNESSEE STREET OVERCROSSING



EXHIBIT 'A'

DIST	CO	RTE	POST MILE	SHEET OF SHEETS	
08	SBd	10	30.1	7	17



**COLTON AVE./NEW YORK ST. UC
BRIDGE NO. 54-0591**

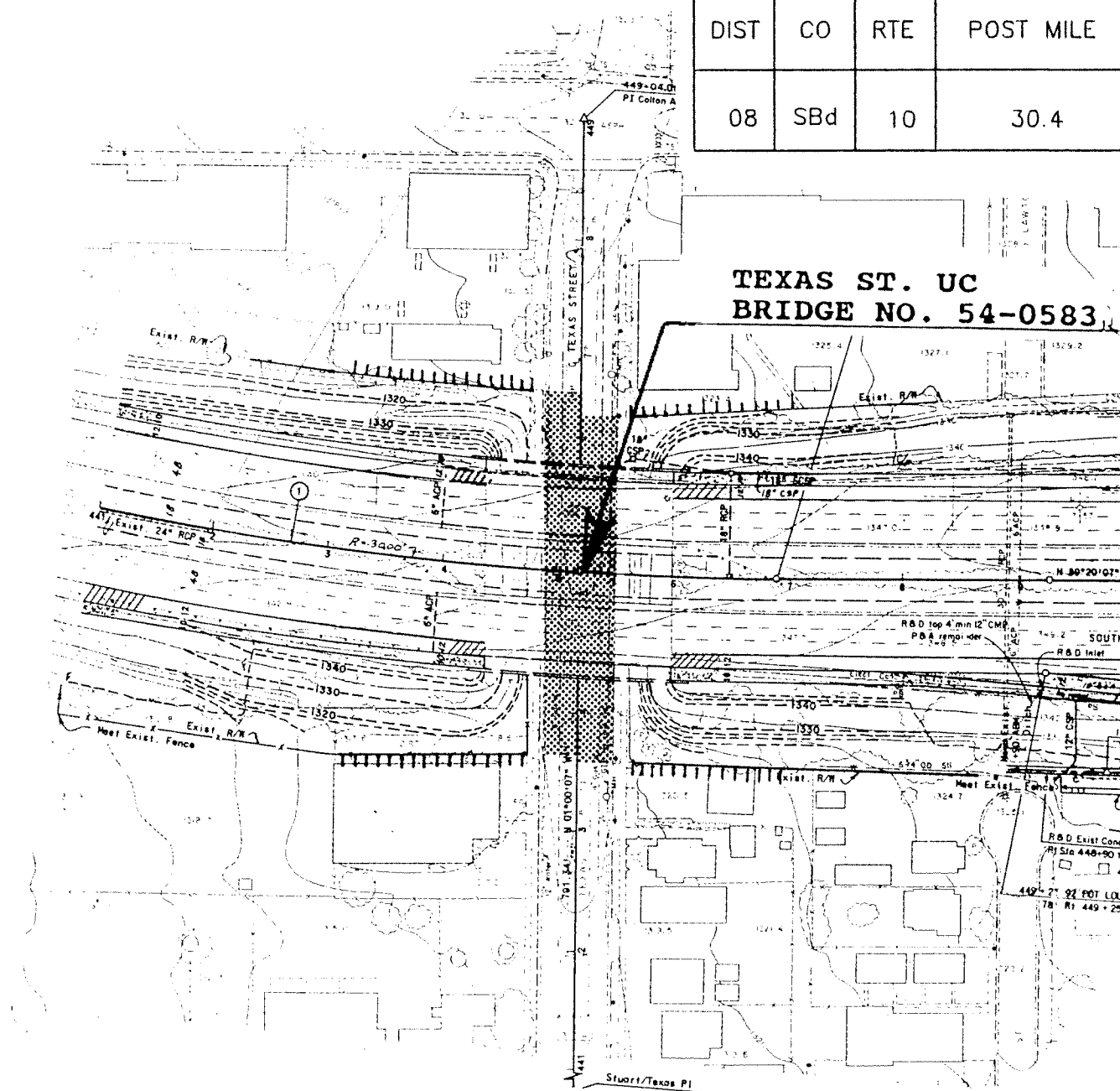
Local Road Segments within Freeway
R/W Limits to be maintained by CITY OF REDLANDS



Location COLTON AVENUE / NEW YORK STREET UNDERCROSSING

EXHIBIT 'A'

DIST	CO	RTE	POST MILE	SHEET OF SHEETS	
08	SBd	10	30.4	8	17

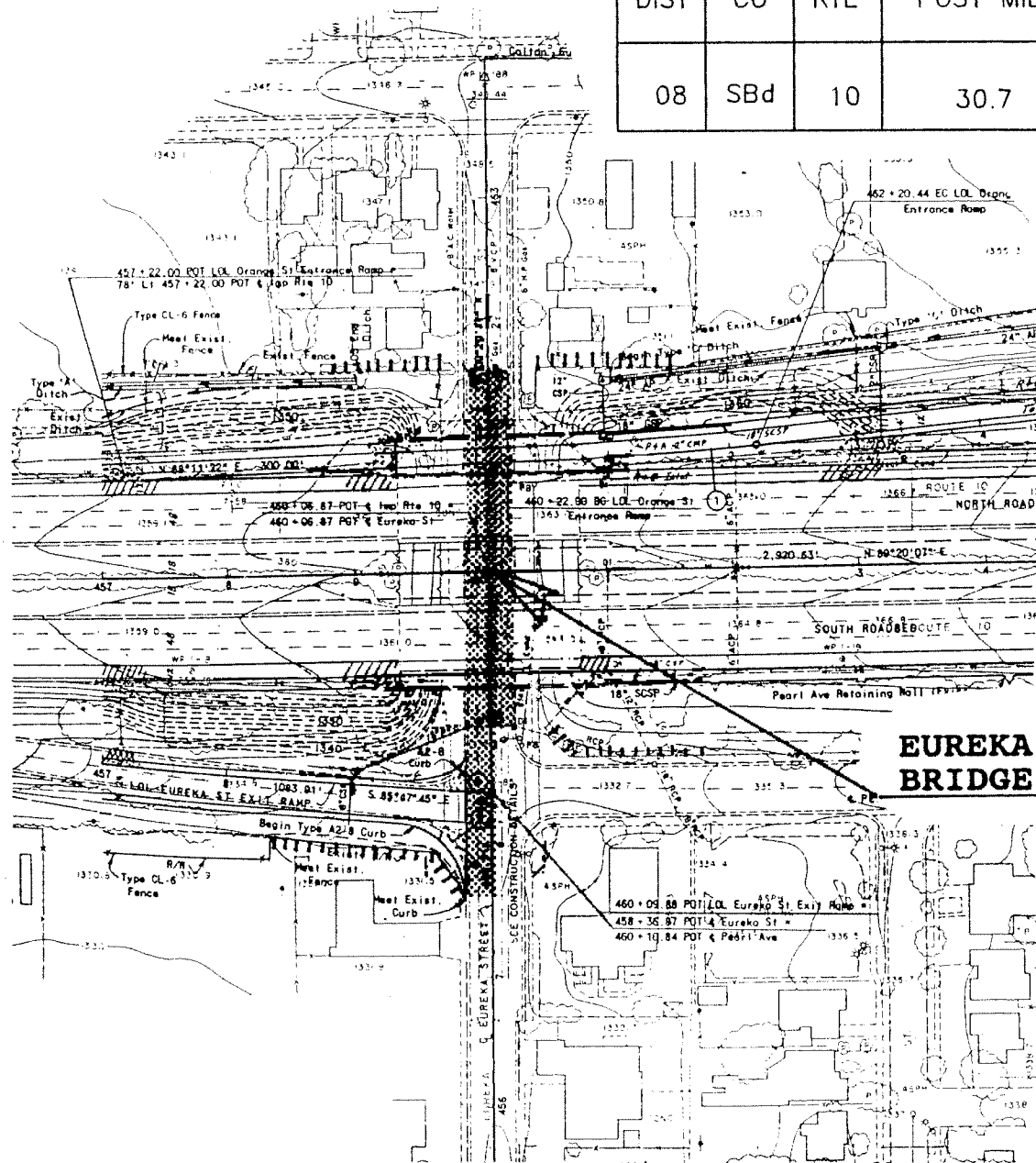


Local Road Segments within Freeway
 R/W Limits to be maintained by CITY OF REDLANDS

Location TEXAS STREET UNDERCROSSING

EXHIBIT 'A'

DIST	CO	RTE	POST MILE	SHEET OF SHEETS	
08	SBd	10	30.7	9	17



**EUREKA ST. UC
BRIDGE NO. 54-0580**

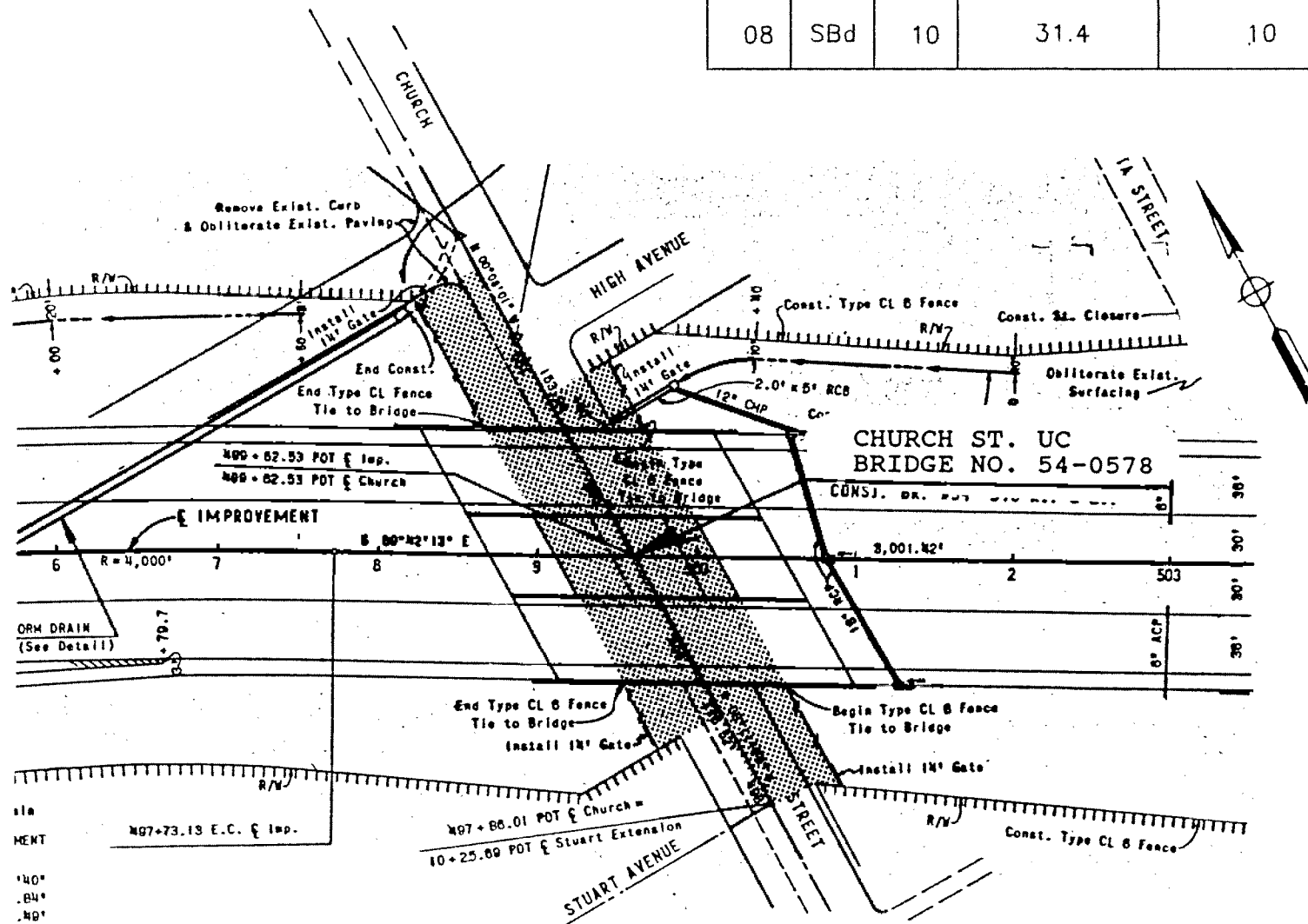
Local Road Segments within Freeway
R/W Limits to be maintained by CITY OF REDLANDS

Location EUREKA STREET UNDERCROSSING



EXHIBIT 'A'

DIST	CO	RTE	POST MILE	SHEET OF SHEETS	
08	SBd	10	31.4	10	17

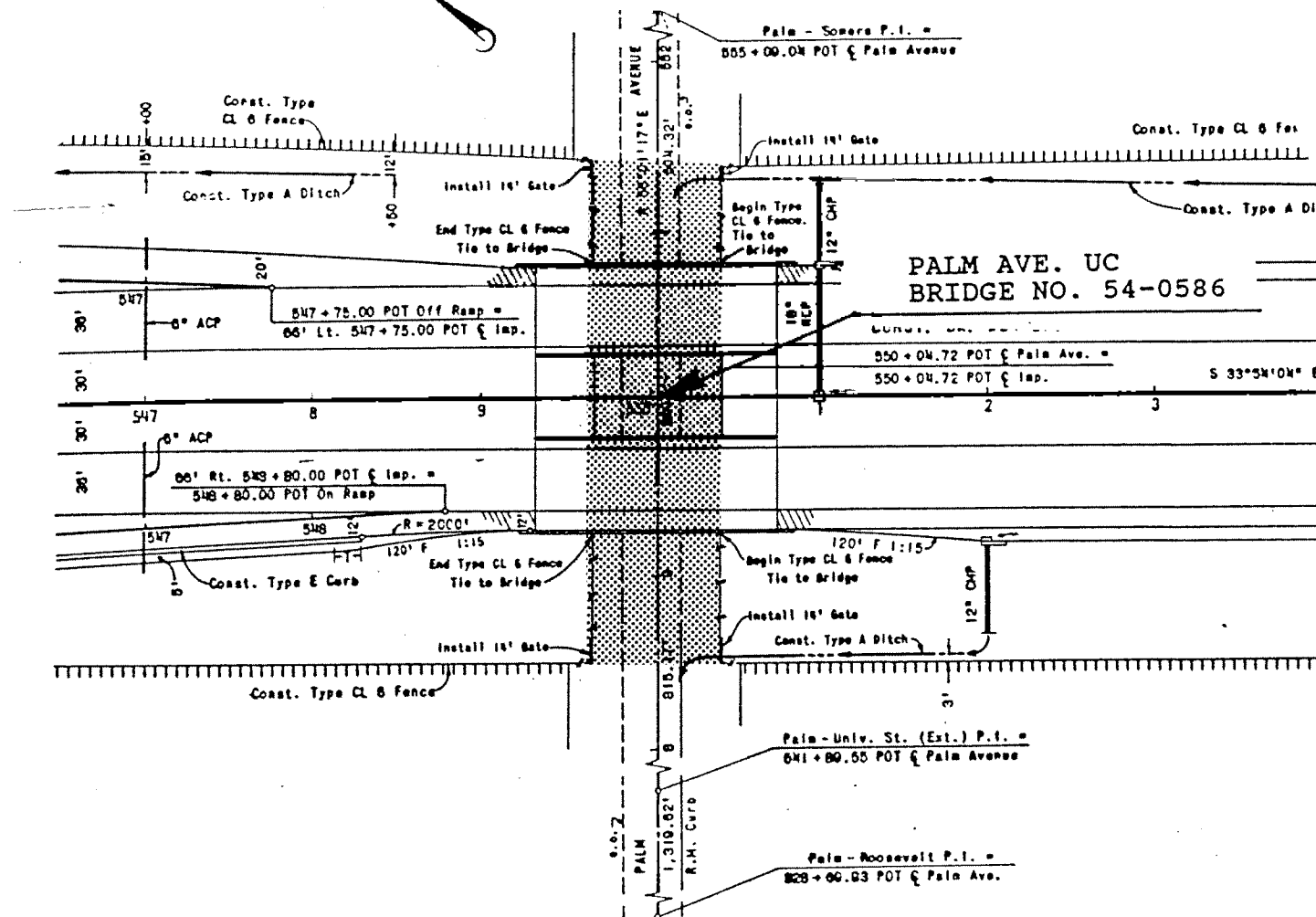


Local Road Segments within Freeway
 R/W Limits to be maintained by CITY OF REDLANDS
 Location CHURCH STREET UNDERCROSSING



EXHIBIT 'A'

DIST	CO	RTE	POST MILE	SHEET OF SHEETS	
08	SBd	10	32.4	14	17

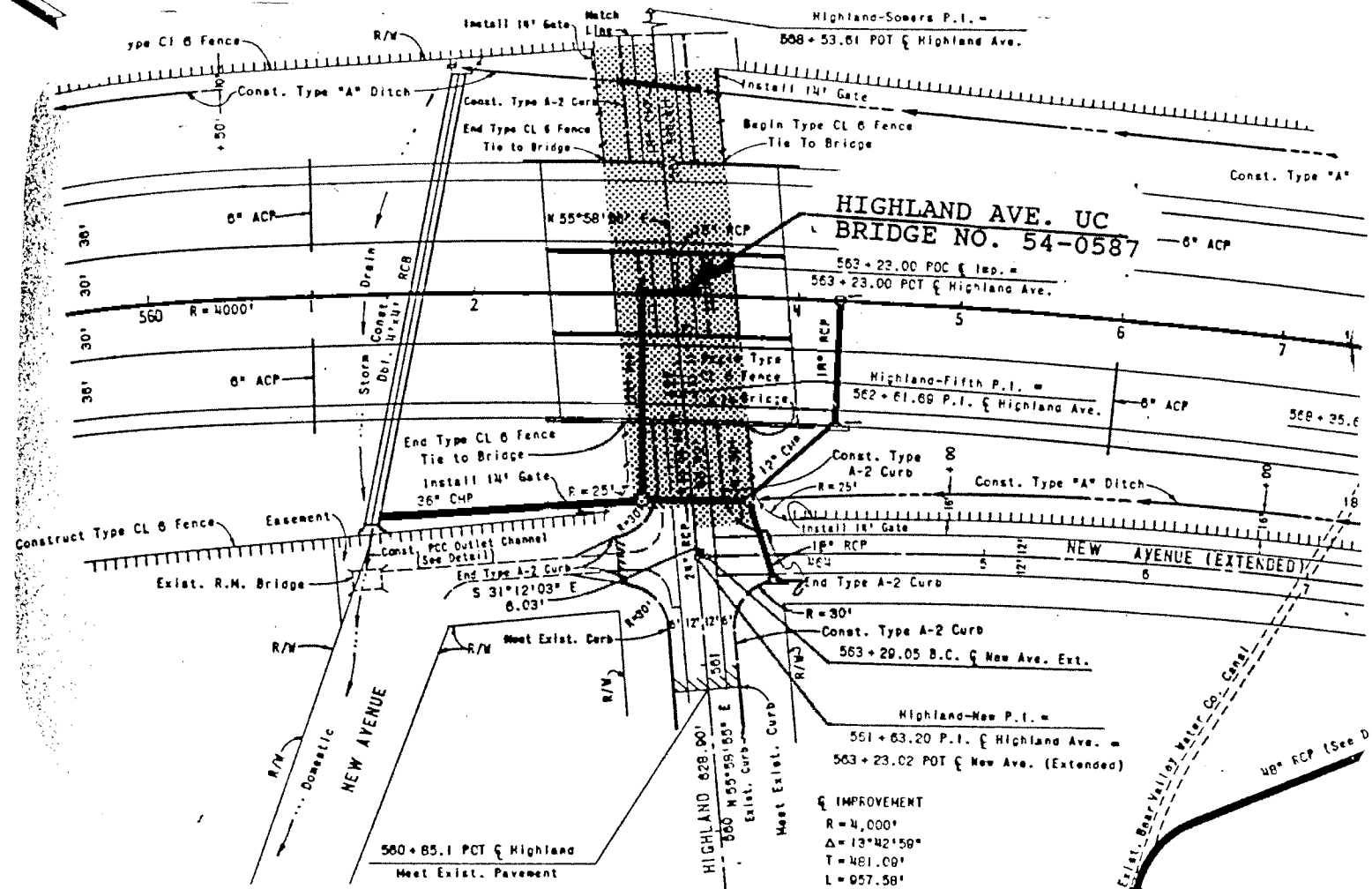


Local Road Segments within Freeway
R/W Limits to be maintained by CITY OF REDLANDS

Location PALM AVENUE UNDERCROSSING

EXHIBIT 'A'

DIST	CO	RTE	POST MILE	SHEET OF SHEETS	
08	SBd	10	32.6	15	17



Local Road Segments within Freeway

R/W Limits to be maintained by CITY OF REDLANDS

Location HIGHLAND AVENUE UNDERCROSSING



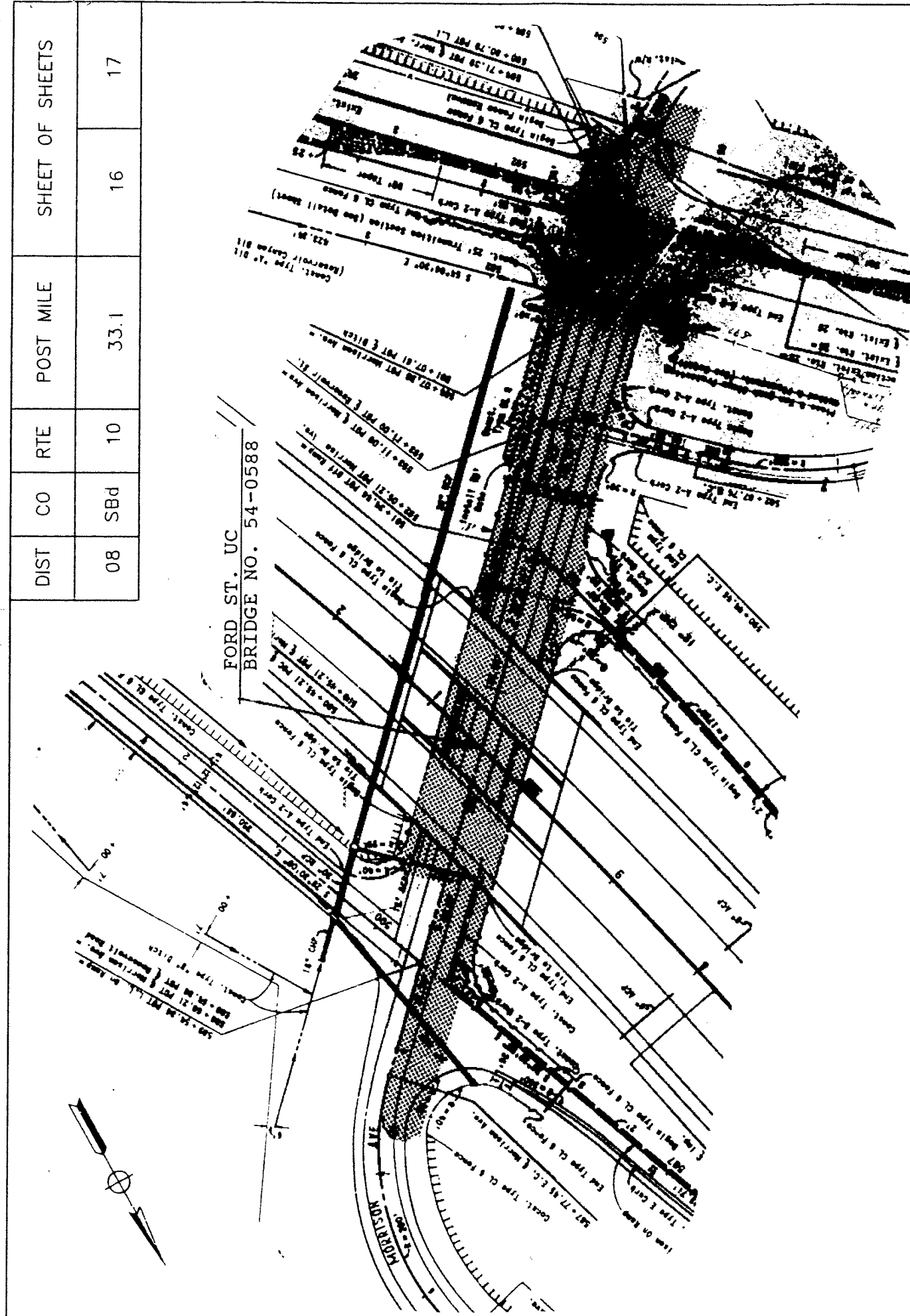
EXHIBIT 'A'

DIST	CO	RTE	POST MILE	SHEET OF SHEETS
08	SBd	10	33.1	16
				17

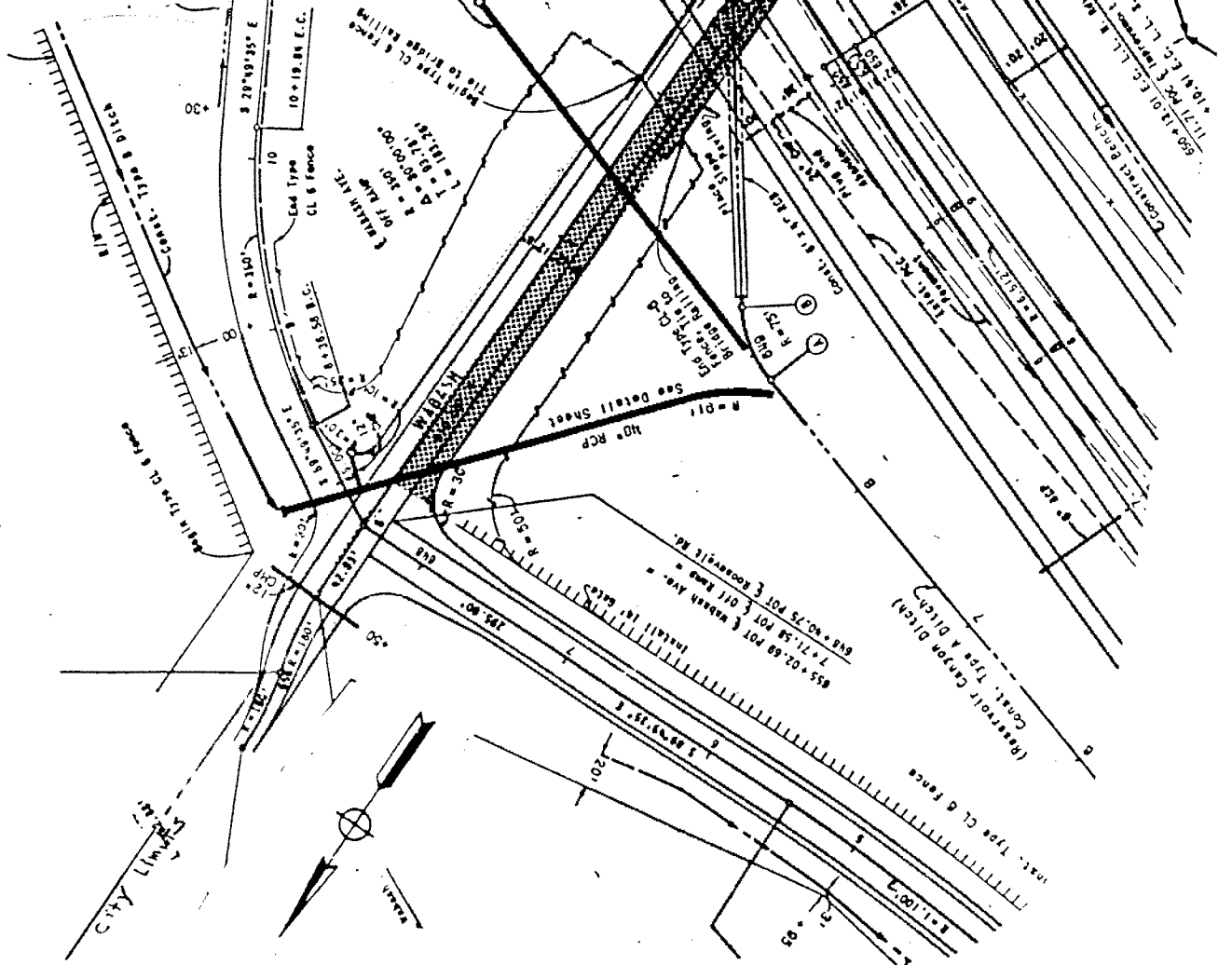
FORD ST. UC
BRIDGE NO. 54-0588

Local Road Segments within Freeway
R/W Limits to be maintained by CITY OF REDLANDS
Location FORD STREET UNDERCROSSING

EXHIBIT 'A'



DIST	CO	RTE	POST MILE	SHEET OF SHEETS
08	SBD	10	34.3	17



Local Road Segments within Freeway
 R/W Limits to be maintained by CITY OF REDLANDS
 Location WABASH AVENUE UNDERCROSSING