

FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate this 1, day of August, 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, on April 20, 1971, a freeway agreement was executed between the CITY and the State wherein the CITY agreed and consented to certain adjustments of the CITY street system required for the development of that portion of State Highway Route 30, within the limits of the CITY of Redlands, 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 CITY streets or portions thereof and landscaped areas, within the freeway limits, and

WHEREAS, Under Section 6 of the above freeway agreement, the 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.

MAINTENANCE DEFINED:

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

- Sec. 27. " (a) The preservation and keeping of right 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 and/or a minor revision has been effected within the limits of the freeway herein described, which affects 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 ensure an impervious and/or 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, rails, 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 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 the State (at State expense).

3. VEHICULAR UNDERCROSSING

The State will maintain the structure proper. The roadway section, 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 CITY street traffic will be maintained by the CITY.

The CITY will inform the 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 the State. If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction will be provided to the State District Transportation Permit Engineer prior to starting work. Upon completion of the 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. PEDESTRIAN OVERCROSSING

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 ensure an impervious and otherwise suitable surface. The CITY will also maintain all lighting and traffic service facilities provided for the benefit or control of pedestrian traffic, and will be responsible for all cleaning and painting as required to keep the structure free of debris and graffiti.

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 as may be required to keep the structure free of debris and graffiti.

6. SOUND WALLS

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 is 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 and roads. The maintenance and energy 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. Timing of traffic signals shall be the responsibility of the State.

9. BICYCLE PATHS

The State will maintain, at State expense, all fences, guardrailings, drainage facilities, slope and structural adequacy of the path located and constructed within the State's right of way. The 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 the non-motorized facility.

10. 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 with respect to 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 agreement. It is understood and agreed that pursuant to Government Code section 895.4 CITY shall defend, indemnify and save harmless the State, 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.

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 agreement. It is understood and agreed that pursuant to 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.

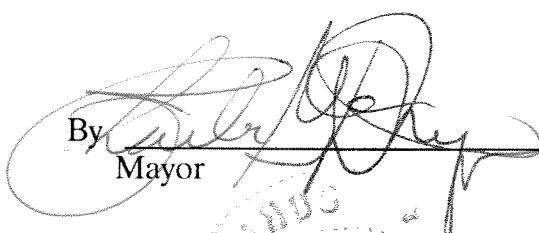
11. EFFECTIVE DATE

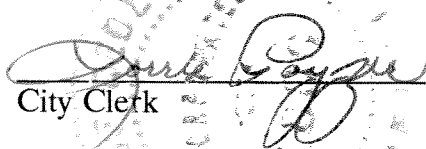
This Agreement shall be effective upon the date of its execution by the State, it being understood and agreed, however, that the execution of this Freeway Maintenance Agreement shall not affect any pre-existing obligations of the CITY to maintain designated areas pursuant to prior written notice from 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.

Approved at a regular City
Council meeting held July 20, 1993.

CITY OF REDLANDS

By 
Mayor


City Clerk

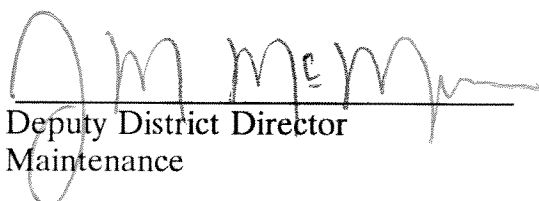
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

*

Attorney
Department of Transportation

JAMES VAN LOBEN SELS
Director of Transportation

City Attorney

By 
Deputy District Director
Maintenance

By _____

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

City of Redlands

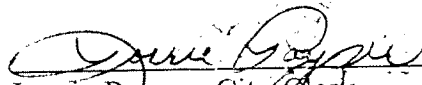


I, Lorrie Poyzer, City Clerk of the City of Redlands, California, do hereby certify under penalty of perjury that the following is a true and correct excerpt from the minutes of the City Council meeting held on July 20, 1993:

"Freeway Maintenance Agreement - On motion of Councilmember Foster, seconded by Councilmember Larson, Council unanimously approved a freeway maintenance agreement between the State of California Department of Transportation (Caltrans) and the City of Redlands, covering portions of the roadways related to the completion of State Route 30, and authorized the Mayor and City Clerk to sign the agreement on behalf of the City."

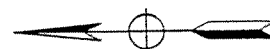
The undersigned further certifies that the above action has not been repealed or amended and remains in full force and effect.

WITNESS my hand and the official seal of the City of Redlands, California, this 21st day of July, 1993.

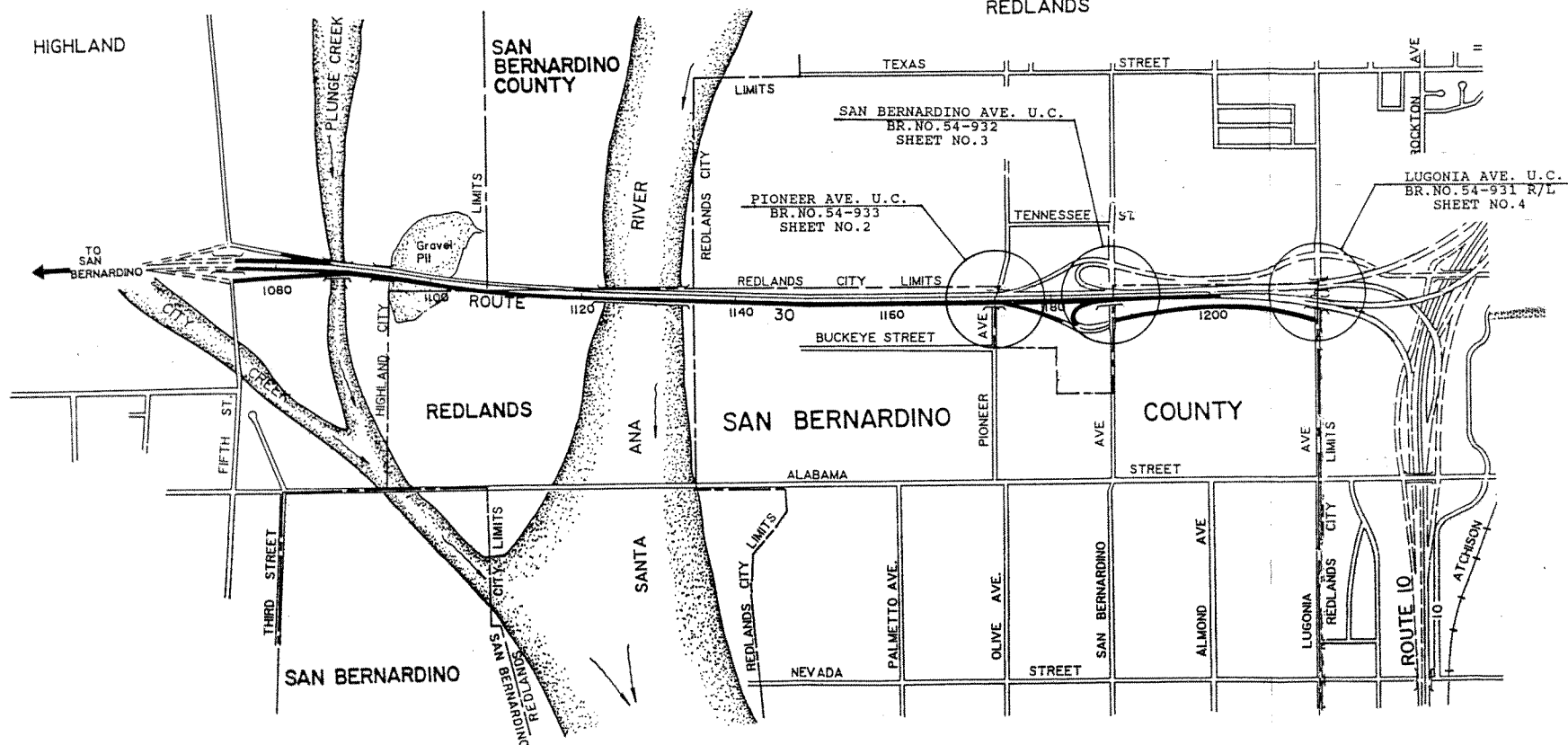


Lorrie Poyzer, City Clerk
City of Redlands, California

DIST	CO	RTE	POST MILE	SHEET OF SHEETS	
8	SBD	30	31.0/33.0	1	4



REDLANDS



Location of Local Road Seg-
ments within freeway R/W
limits to be maintained by

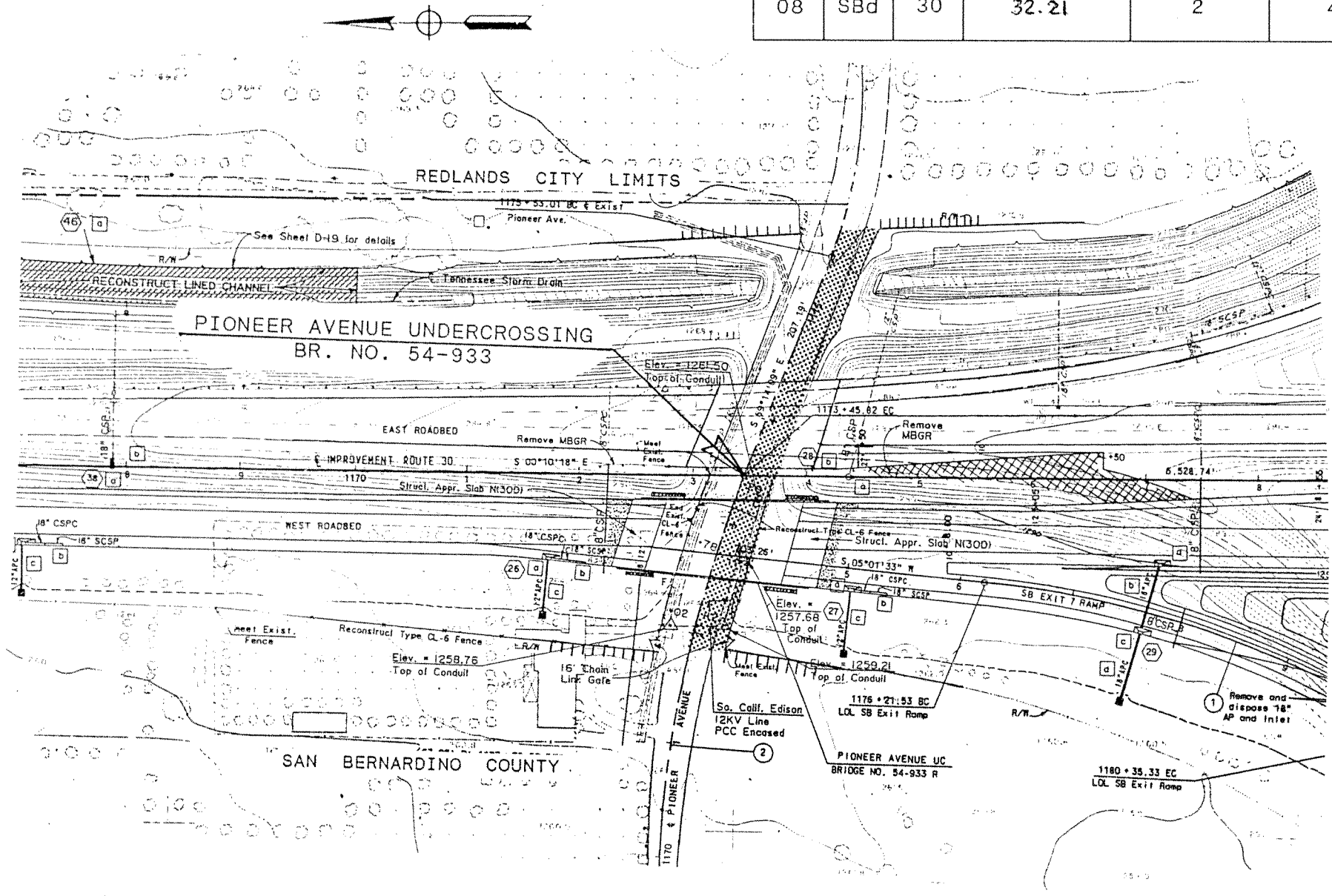
CITY OF REDLANDS



VICINITY MAP
FREEWAY MAINTENANCE
AGREEMENT

EXHIBIT 'A'

DIST	CO	RTE	POST MILE	SHEET OF SHEETS	
08	SBd	30	32.21	2	4



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

Location PIONEER AVENUE UNDERCROSSING

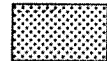
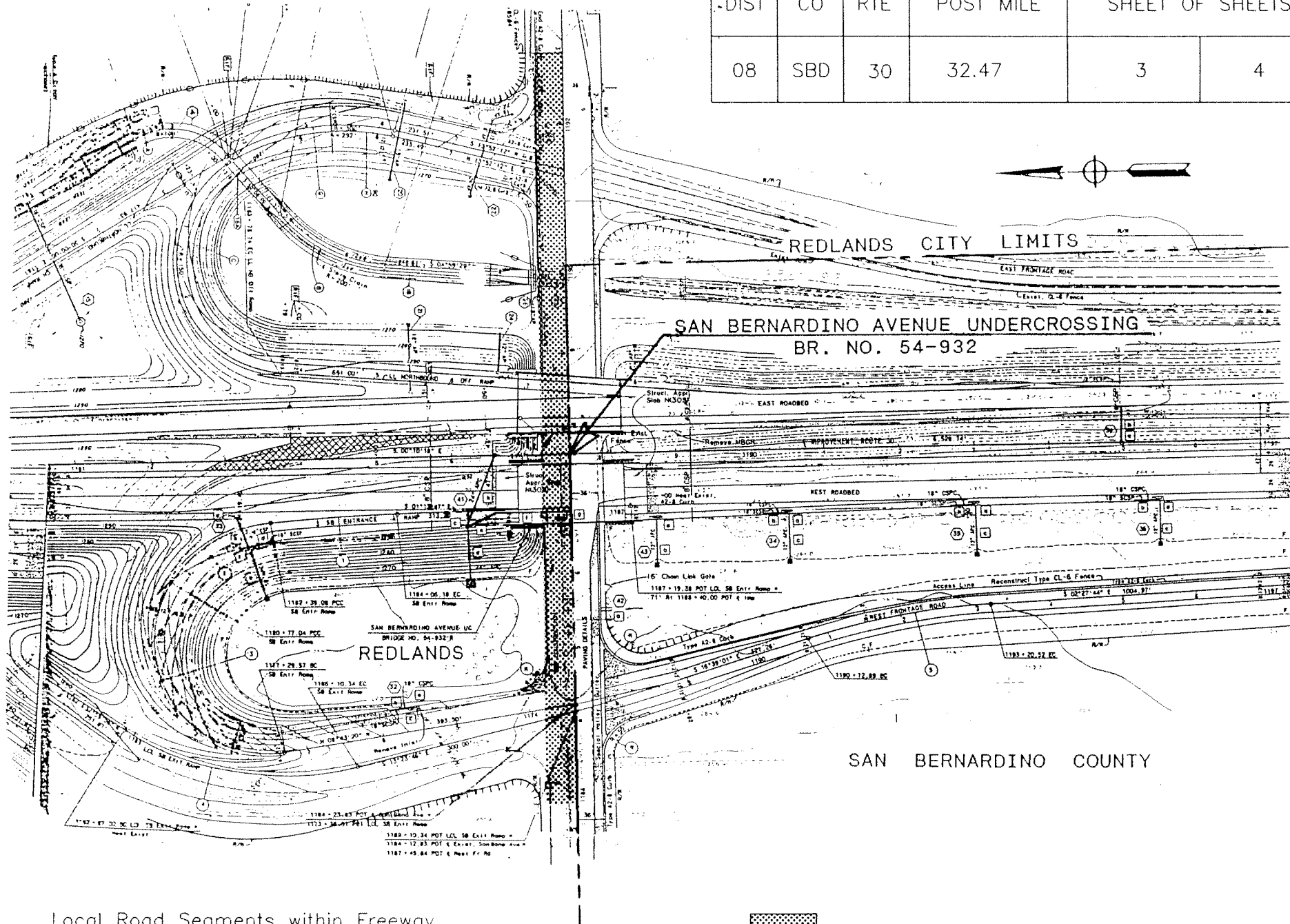


EXHIBIT 'A'

DIST	CO	RTE	POST MILE	SHEET OF SHEETS	
08	SBD	30	32.47	3	4



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

Location SAN BERNARDINO AVE. UNDERCROSSING



EXHIBIT 'A'

