

FORM APPROVED COUNTY COUNSEL
BY: 11/19/15
DATE: 11/19/15
BY: GREGORY P. PRIAMOS

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

936



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
October 19, 2015

SUBJECT: Freeway Maintenance Agreement Between the County of Riverside and the State of California Department of Transportation. 1st District; [\$0]


RECOMMENDED MOTION: That the Board of Supervisors:


1. Approve the Freeway Maintenance Agreement Between the County of Riverside and the State of California Department of Transportation; and
2. Authorize the Chairman of the Board to execute the same.

BACKGROUND:

Summary

On March 3, 1981 (Agenda Item 81-76), a Freeway Maintenance Agreement was executed between the County of Riverside (County) and the State of California Department of Transportation (Caltrans) as a result of the construction of Interstate 15 (I-15). The purpose of the agreement was to clarify the division of maintenance responsibilities for bridge structures and County roads within the freeway limits.


Patricia Romo
Assistant Director of Transportation


Juan C. Perez
Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A

Budget Adjustment: No

For Fiscal Year: N/A

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- ☐ A-30
☐ 4/5 Vote
- ☐ Positions Added
☐ Change Order

Prev. Agn. Ref.: 3/3/81, Item 81-76

District: 1

Agenda Number:

3-56

BACKGROUND:

Summary (continued)

Caltrans requires agreements to be updated when new improvements that affect the division of maintenance are constructed within the limits covered by the agreement. The recent completion of improvements to the Indian Truck Trail interchange requires the existing 1981 Freeway Maintenance Agreement to be updated.

Sidewalk and pedestrian ramps at Indian Truck Trail and Temescal Canyon Road Interchanges that were constructed after the 1981 agreement were approved and have been added to this new Freeway Maintenance Agreement for County Maintenance. This new Freeway Maintenance Agreement also removes the Lake Street undercrossing, which is now in the City of Lake Elsinore. The Lake Street interchange will be covered under a separate agreement between Caltrans and the City of Lake Elsinore. All other local roads and bridges at freeway overcrossings and undercrossings, previously identified in the Freeway Maintenance Agreement, are unchanged.

Impact on Residents and Businesses

N/A

SUPPLEMENTAL:

Additional Fiscal Information

Costs for maintenance for which the County is responsible are budgeted in the annual Transportation Department operating costs. Additional costs associated with the I-15/Indian Truck Trail interchange improvements are not anticipated.

A cost distribution agreement between the County and Caltrans for maintenance of traffic signals and lighting for the I-15 northbound and southbound at Indian Truck Trail is in place.

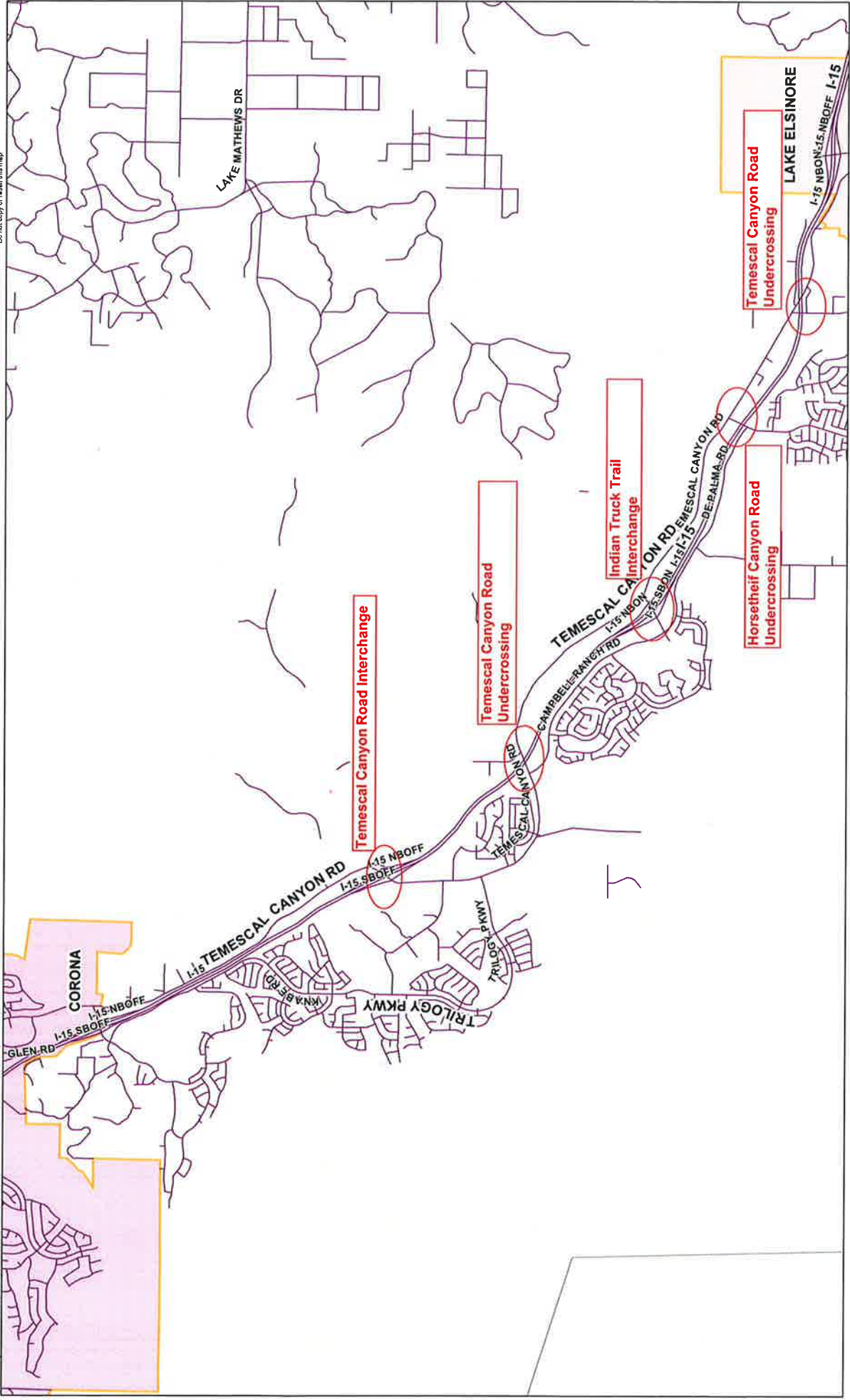
ATTACHMENTS

Vicinity Map
Freeway Maintenance Agreement

0 1,650 3,300 6,600 Feet
 1 inch = 3,333 feet
 Orthographic View 2/11 (WR, CV) or 4/07 (REMAP, Blythe)
 Printed by swinburn on 7/22/2015

VICINITY MAP - I-15 FREEWAY MAINTENANCE AGREEMENT

The County of Riverside assumes no warranty or legal responsibility for the accuracy or completeness of the information represented on this map. The information is provided for informational purposes only. The County of Riverside may not be complete or appropriate for all purposes. County GIS information is provided for informational purposes only. Do not copy or reuse this map.



**FREEWAY MAINTENANCE
AGREEMENT
WITH
COUNTY OF RIVERSIDE**

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 County of Riverside; hereinafter referred to as "COUNTY" and collectively referred to as "PARTIES."

SECTION I

RECITALS

1. WHEREAS, on April 2, 1974 a Freeway Agreement was executed between COUNTY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of Interstate 15 (I-15) within the jurisdictional limits of the COUNTY as a freeway; and
2. WHEREAS, recent adjustments to said freeway have now been completed, or are nearing completion, 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 COUNTY streets and roads, or portions thereof, and landscaped areas lying within or outside those modified freeway limits; and
3. WHEREAS, pursuant to the above April 2, 1974 Freeway Agreement, COUNTY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed COUNTY streets, except for those portions adopted as a part of the freeway proper; and
4. WHEREAS, COUNTY and STATE previously executed a Freeway Maintenance Agreement on March 3, 1981; and
5. WHEREAS, new improvements have been constructed within the limits of this previously executed March 3, 1981 Freeway Maintenance Agreement, and the PARTIES desire to update and supersede such previously executed Freeway Maintenance Agreement.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

6. This agreement supersedes in its entirety said Freeway Maintenance Agreement dated March 3, 1981.

7. COUNTY agrees to continue their control and maintenance of each of the affected relocated or reconstructed COUNTY streets and roads as shown on that plan map attached hereto, marked Exhibit A, and made a part hereof by this reference.
8. STATE agrees to continue control and maintenance of those portions adopted as a part of I-15 Freeway proper as shown in Exhibit A.
9. 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, the PARTY initiating the construction or the minor revision shall provide a new dated and revised Exhibit A which will, upon written mutual consent between PARTIES, become part of this Agreement and thereafter supersede the attached original Exhibit A..
10. COUNTY 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.
11. COUNTY, its contractors and/or agents must obtain the necessary Encroachment Permits from STATE's District 08 Encroachment Permit Office prior to entering STATE right of way to perform COUNTY maintenance responsibilities. This permit will be issued at no cost to COUNTY, its contractors and/or agents.

12. VEHICULAR AND PEDESTRIAN OVERCROSSINGS

- 12.1. STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and pedestrian overcrossings of I-15 below the deck surface except as hereinafter provided.
- 12.2. COUNTY will maintain, at COUNTY expense, the deck surface and full depth of any wearing surface treatment thereon. all facilities providing for roadway drainage, 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.
- 12.3. 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.

13. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS

13.1. 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 COUNTY.

13.2. COUNTY will request STATE's District Encroachment Permit Engineer to issue 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 STATE's Transportation Permit Engineer prior to starting work. Upon completion of that work, a clearance diagram will be furnished to STATE's 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.

14. WALLS AND COLUMNS –Responsibility for debris removal, cleaning, and painting to keep COUNTY's side of any wall structure or column free of debris, dirt, and graffiti shall not lie with STATE.

15. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES - Responsibility for the maintenance of any plantings or other types of roadside development lying outside of the right of way area reserved for exclusive freeway use shall lie with COUNTY and not with STATE.

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

17. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES

17.1. The cost of installation, operation, maintenance, repairs, replacement and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices placed at interchanges of I-15 Freeway and COUNTY streets and roads and at ramp connections shall be shared by the PARTIES under a separate Shared Cost Electrical Agreement.

17.2. Timing of traffic signals, which shall be coordinated with COUNTY to the extent that no conflict is created with freeway operations, shall be the sole responsibility of STATE.

18. BICYCLE PATHS - Except for bicycle paths constructed as permitted encroachments within STATE's right of way for which the permittee is solely responsible for all path improvements, STATE will maintain, at STATE expense, all fences, guard railing, drainage facilities, slope and structural adequacy of any bicycle path located and constructed within STATE's right of way. COUNTY will maintain, at COUNTY expense, safe bicycle path improvements including signing, striping, pavement markings sweeping and debris removal when necessary along the entire length of the bicycle path in accordance with the standards and guidelines of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and the Caltrans Maintenance Manual.

19. LEGAL RELATIONS AND RESPONSIBILITIES

19.1. 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.

19.2. Neither COUNTY 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 STATE, 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 COUNTY 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, tortuous, 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.

19.3. 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 COUNTY under or in connection with any work, authority or jurisdiction conferred upon COUNTY and arising under this Agreement. It is understood and agreed that COUNTY 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, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.

20. PREVAILING WAGES:

20.1. 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. COUNTY 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. COUNTY agrees to include prevailing wage requirements in its contracts for public work. Work performed by COUNTY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

- 20.2. Requirements in Subcontracts - COUNTY 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 COUNTY's contracts
21. SELF-INSURED - COUNTY is self-insured. COUNTY agrees to deliver evidence of self-insured coverage in a form satisfactory to STATE, along with a signed copy of the Agreement.
- 21.1. SELF-INSURED using Contractor - If the work performed under this Agreement is done by COUNTY's contractor(s), COUNTY shall require its contractor(s) 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. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE and shall be delivered to the STATE with a signed copy of this Agreement.
22. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and COUNTY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
23. TERM OF AGREEMENT - 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 COUNTY to maintain other designated areas until a written notice from STATE has been issued that work in such areas, which COUNTY has agreed to maintain pursuant to the terms of a Freeway Agreement, has been completed. If amendments to this Agreement are required in the future, PARTIES agree to execute a new Agreement if the date of this Agreement is older than 7 years at the time of the required amendments.

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

THE COUNTY OF RIVERSIDE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Chairman, Board of Supervisors

MALCOLM DOUGHERTY
Director of Transportation

ATTEST:

By: _____
Kecia Harper-Ihem
Clerk, Board of Supervisors

By: _____
STEPHEN R. PUSEY
Deputy District Director
Maintenance, District 08

As to Form and Procedure:

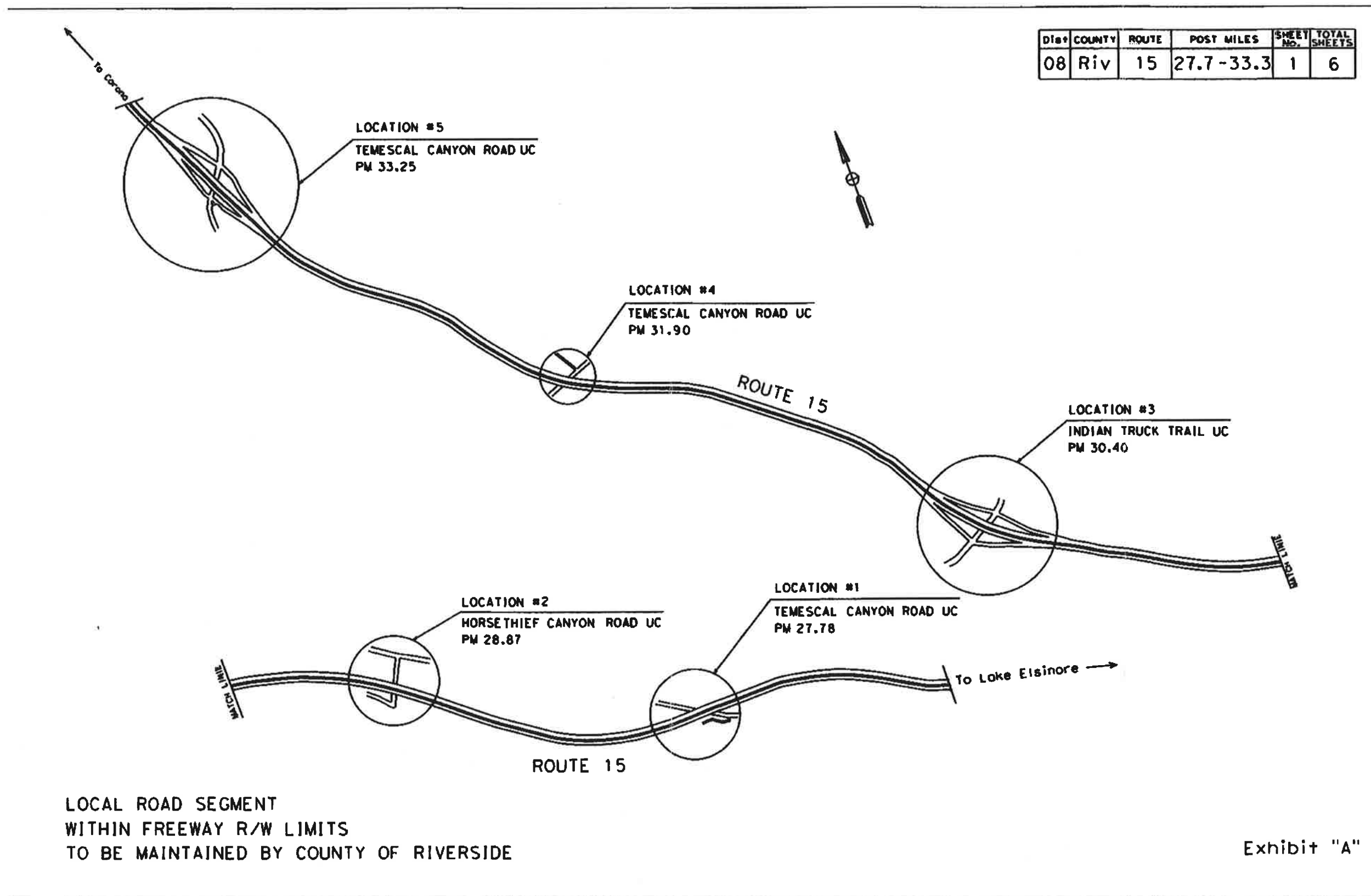
By: Marsha L. Victor 11/18/15
Marsha L. Victor
Principal Deputy County Counsel

By: Denise G. Guevara
Attorney
Department of Transportation

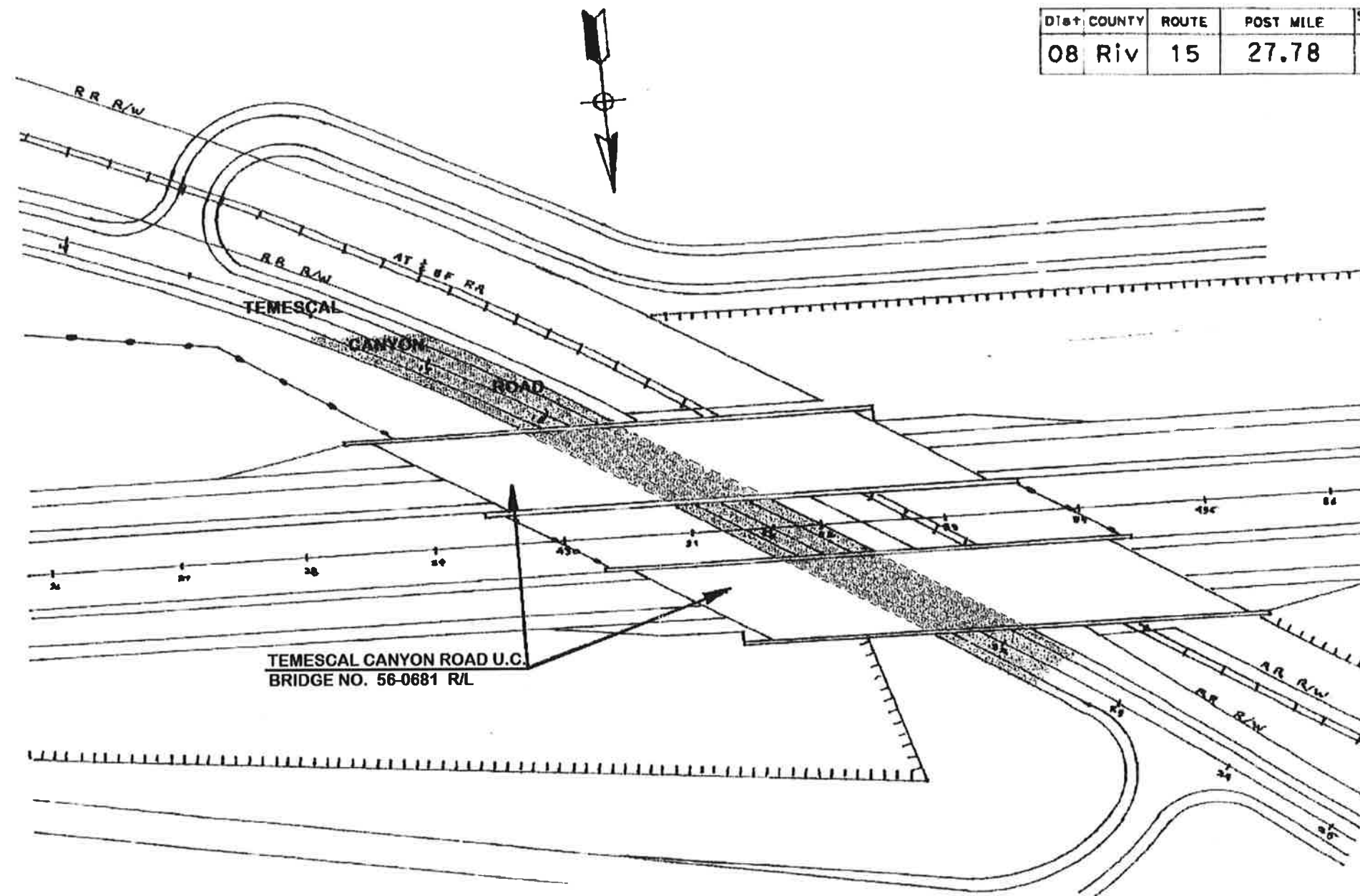
EXHIBIT "A"

DELEGATION OF MAINTENANCE

(Plan map showing I-15 Freeway proper and COUNTY road/facilities)



DIST	COUNTY	ROUTE	POST MILE	SHEET NO.	TOTAL SHEETS
08	Riv	15	27.78	2	6



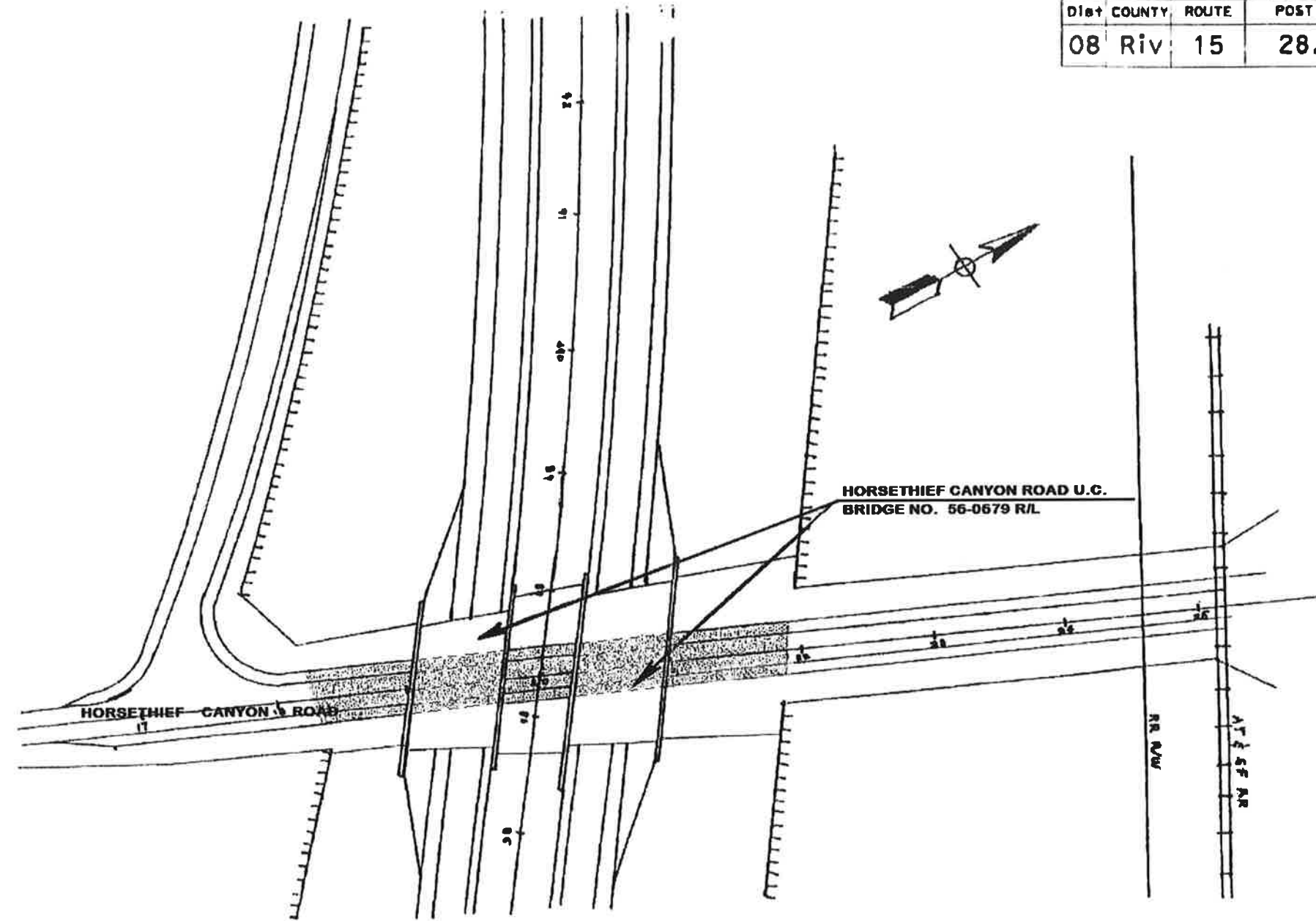
LOCAL ROAD SEGMENT WITHIN FREEWAY R/W LIMITS
TO BE MAINTAINED BY COUNTY OF RIVERSIDE



LOCATION #1 TEMESCAL CANYON ROAD U.C.
P.M. 27.78

Exhibit "A"

DIST	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	Riv	15	28.87	3	6



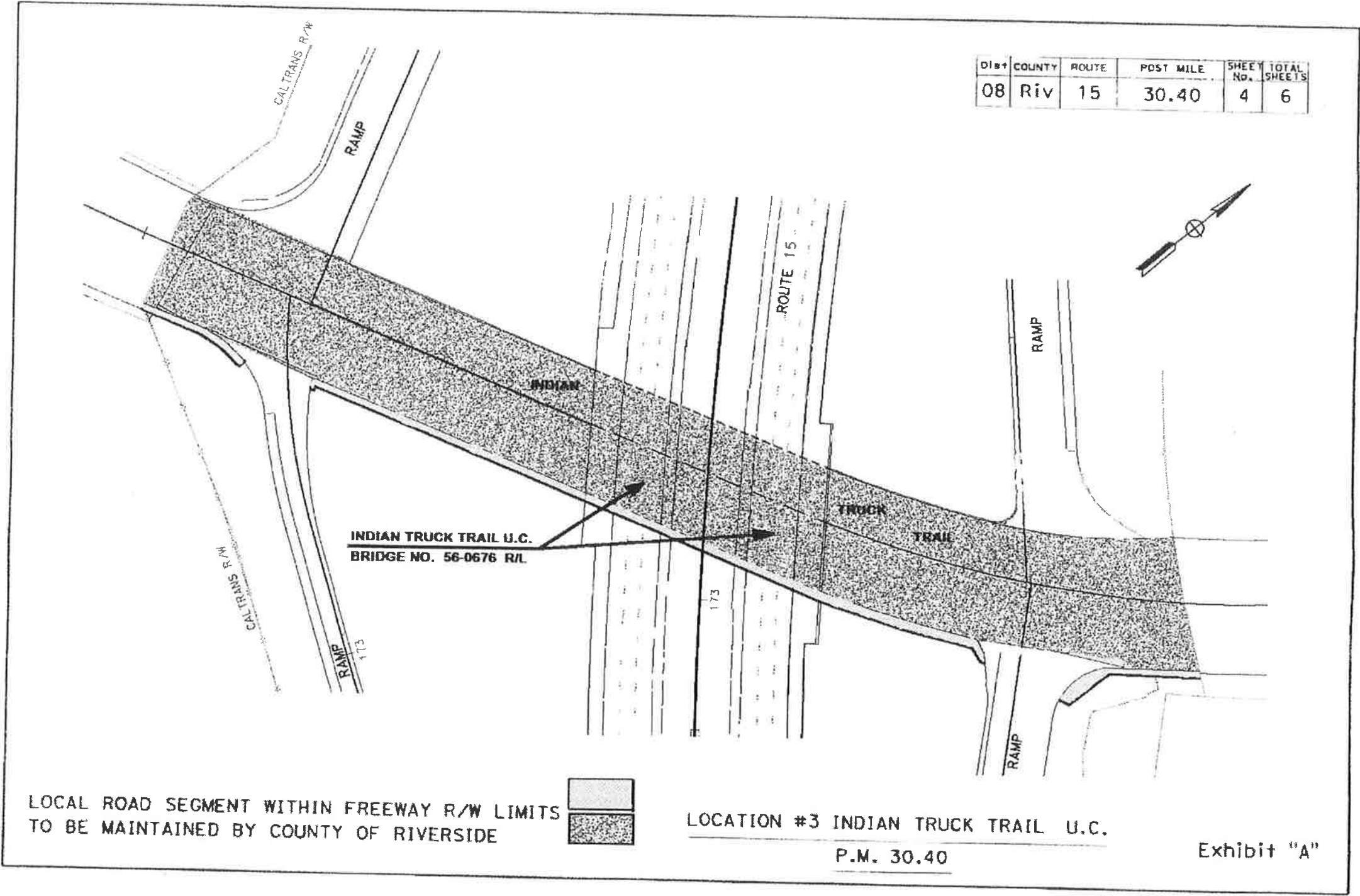
LOCAL ROAD SEGMENT WITHIN FREEWAY R/W LIMITS
TO BE MAINTAINED BY COUNTY OF RIVERSIDE



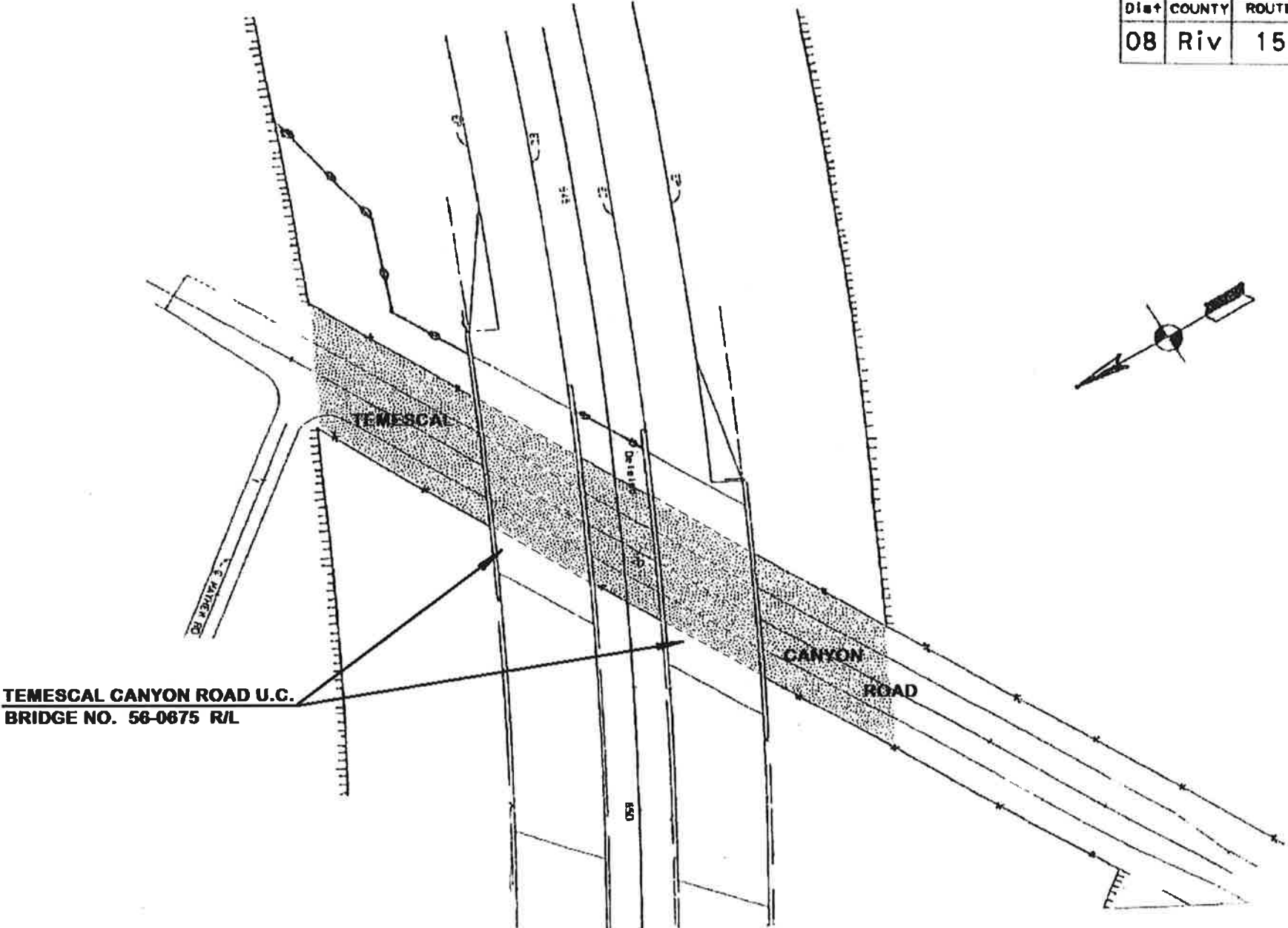
LOCATION #2 HORSETHIEF CANYON ROAD U.C.
P.M. 28.87

Exhibit "A"

DIST	COUNTY	ROUTE	POST MILE	SHEET NO.	TOTAL SHEETS
08	Riv	15	30.40	4	6



DIST	COUNTY	ROUTE	POST MILE	SHEET NO.	TOTAL SHEETS
08	Riv	15	31.90	5	6



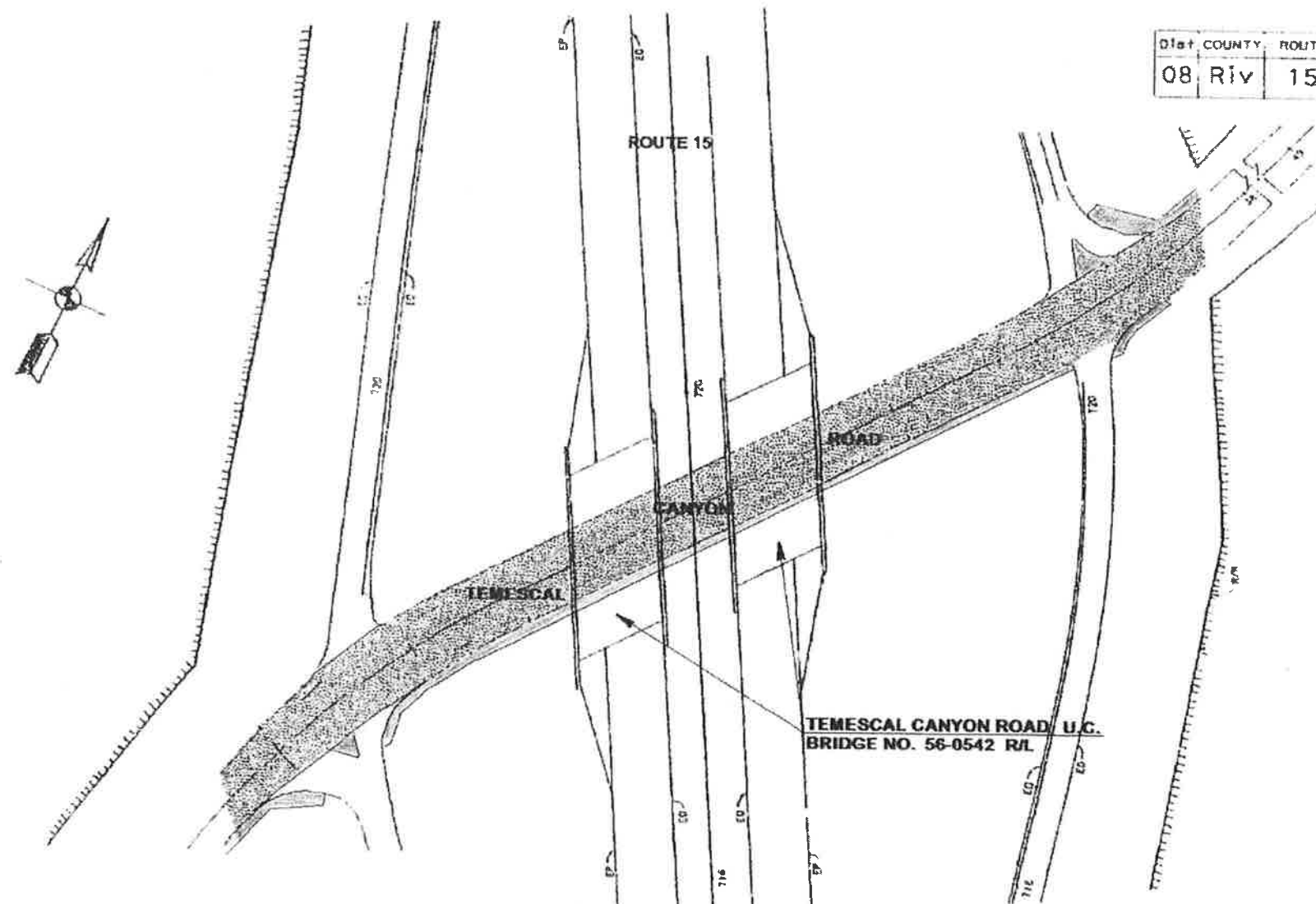
LOCAL ROAD SEGMENT WITHIN FREEWAY R/W LIMITS
TO BE MAINTAINED BY COUNTY OF RIVERSIDE



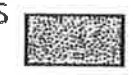
LOCATION #4 TEMESCAL CANYON ROAD U.C.
P.M. 31.90

Exhibit "A"

DIST	COUNTY	ROUTE	POST MILE	SHEET NO.	TOTAL SHEETS
08	Riv	15	33.25	6	6



LOCAL ROAD SEGMENT WITHIN FREEWAY R/W LIMITS
TO BE MAINTAINED BY COUNTY OF RIVERSIDE



LOCATION #5 TEMESCAL CANYON ROAD U.C.
P.M. 33.25

Exhibit "A"