

FORM APPROVED COUNTY COUNSEL 5/17/16
 BY: GREGORY P. PRIAMOS DATE

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

834 A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 March 31, 2016

SUBJECT: Approval of the Project Specific Maintenance Agreement for the Interstate 215/Van Buren Boulevard Interchange between the County of Riverside and the California Department of Transportation. 1st District; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Project Specific Maintenance Agreement for the Interstate 215 (I-215)/Van Buren Boulevard Interchange between the County of Riverside (County) and the California Department of Transportation (Caltrans); and
2. Authorize the Chairman of the Board to execute the same.

Departmental Concurrence

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: No General Funds are used on this project				Budget Adjustment: No	
				For Fiscal Year: 15/16 – 16/17	

C.E.O. RECOMMENDATION:

APPROVE

BY:
 Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: 12/7/10, Item 3.39; 9/13/11, Item 3.97 | **District:** 1 | **Agenda Number:**

3-40

BACKGROUND:

Summary

The recently completed Interstate 215 (I-215)/Van Buren Boulevard Interchange Project, provided for new wider freeway and railroad over crossings, new ramps, additional auxiliary lanes on I-215, landscaping and decorative hardscape features.

Within Caltrans right-of-way, decorative hardscape features within the I-215/Van Buren Boulevard interchange including concrete airplanes, vapor trails, rock mulch, decorative bridge lighting, and airplane silhouettes on the bridge fencing were installed as part of the project. These features are non-standard and Caltrans requires that they are maintained by the County, or its designee.

March JPA has agreed to maintain these features on behalf of the County. The Van Buren Boulevard/I-215 Lighting Infrastructure and Aesthetic Features Agreement between the County and March JPA outlines the terms and conditions for maintenance of the specific features that are shown in Exhibits A, B and C, of the agreement.

The County is required to enter into a maintenance agreement with Caltrans for the on-going maintenance of the lighting and aesthetic features. The March JPA will assume maintenance responsibility and act as designee of the County for maintenance of the non-standard interchange features. The Van Buren Boulevard/I-215 Interchange Lighting Infrastructure and Aesthetic Features Agreement between the County and March JPA appear on this agenda as a separate item for Board approval. March JPA Commission approved the Van Buren Boulevard/I-215 Lighting Infrastructure and Aesthetic Features Agreement on February 18, 2015 and has agreed to the terms and conditions outlined in the Caltrans Project Specific Maintenance Agreement.

Impact on Residents and Businesses

The aesthetic elements enhance the appearance of the I-215/Van Buren Boulevard Interchange by paying tribute to the history of the area's military influence.

SUPPLEMENTAL:

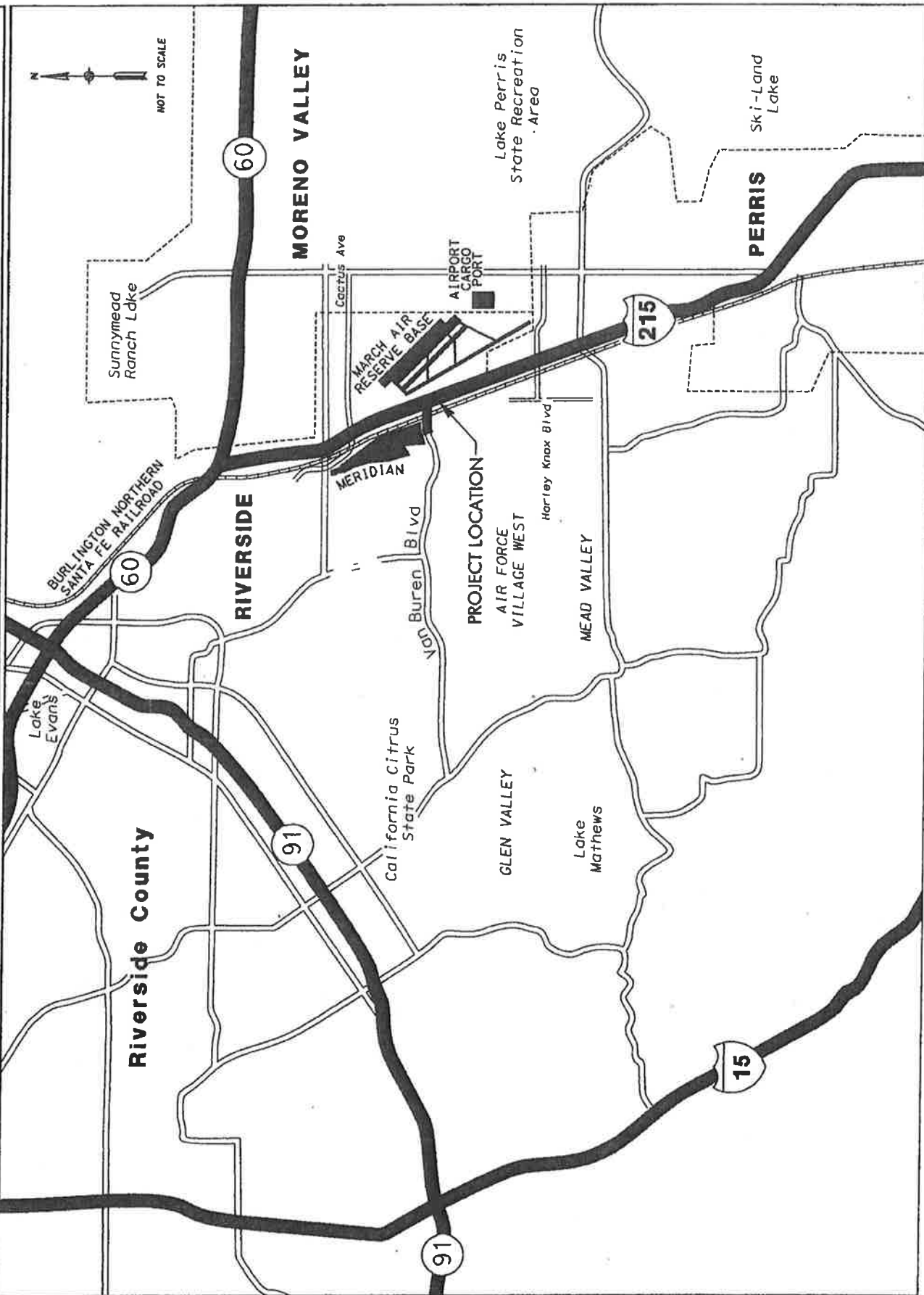
Additional Fiscal Information

Maintenance of the aesthetic elements within the I-215/Van Buren interchange is the responsibility of the March Joint Powers Authority.

ATTACHMENTS:

Vicinity Map
Agreement

I-215 at Van Buren Boulevard Interchange Improvements



VICINITY MAP

**PROJECT SPECIFIC MAINTENANCE AGREEMENT
FOR THE INTERSTATE 215/
VAN BUREN BOULEVARD INTERCHANGE IN THE COUNTY OF RIVERSIDE**

THIS AGREEMENT is made effective this _____ day of _____, 2016, 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, Cooperative Agreement Number 8-1471 was executed between COUNTY and STATE to construct interchange improvements at Interstate 215 and Van Buren Boulevard, hereinafter referred to as "PROJECT", and
2. WHEREAS, in accordance with the said agreement, it was agreed by PARTIES that prior to or upon PROJECT completion, COUNTY and STATE will enter into a Maintenance Agreement, and
3. WHEREAS, the PARTIES hereto mutually desire to clarify the division of maintenance responsibility as defined in Section 27 of the California Streets and Highways Code and their respective responsibilities as to PROJECT constructed under the Cooperative Agreement Number 8-1471.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

4. Exhibits A-1 through A-5, attached and made a part of this Agreement, consist of plan drawings that delineate the areas within STATE right of way which are the responsibility of the COUNTY to maintain in accordance with this Maintenance Agreement.
5. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise Exhibits A-1 through A-5 by a mutual written-execution of the exhibits which will then become a part hereof and will supersede the affected original Exhibits.
6. COUNTY 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.

7. VEHICULAR AND PEDESTRIAN OVERCROSSING - VAN BUREN BOULEVARD
OVERCROSSING OF INTERSTATE 215 (BRIDGE NO. 56-0846)

- 7.1. STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and pedestrian overcrossings of Interstate 215 below the deck surface, except as hereinafter provided.
- 7.2. COUNTY, at COUNTY expense, will maintain the deck surfacing structural drainage system, (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck but without limitation to: screening, railing posts, illuminated pipe rails, lighting installations, sidewalk, all traffic service facilities (sidewalks, bike paths, signs, pavement markings, bridge rails, bollards, debris and graffiti removal) that may be required for the benefit or control of vehicular and pedestrian traffic using that overcrossing.
- 7.3. COUNTY, at COUNTY expense, will be responsible for debris and graffiti removal from the portion of the structure above the bridge deck described in Article 7.2, hereinabove.
- 7.4. COUNTY, at COUNTY expense, will maintain the architectural treatments to the chain link railing provided for pedestrian screening above the bridge deck.
- 7.5. COUNTY, at COUNTY expense, will maintain the architectural lighting along the outside edge of the structure, including power supply.

8. VEHICULAR AND PEDESTRIAN OVERCROSSING - VAN BUREN BOULEVARD
OVERHEAD ABOVE THE RAILROAD (BRIDGE NO. 56C0567)

- 8.1. COUNTY, at COUNTY expense, will maintain the entire structure, including the portion inside STATE right of way.
- 8.2. COUNTY, at COUNTY expense, will be responsible for debris and graffiti removal for the portion of structure described in Article 8.1 and outside of the area reserved for exclusive freeway use.
- 8.3. COUNTY, at COUNTY expense, will perform structural maintenance for the portion of structure described in Article 8.1 hereinabove from west approach slab to east approach slab inclusive. At the PARTIES option, structural maintenance may subsequently be contracted as a potential STATE maintenance service to be paid for by COUNTY.
- 8.4. In the event that COUNTY does not contract with STATE for the structural maintenance, COUNTY shall apply for an Encroachment Permit from STATE which will stipulate reasonable terms of entry by COUNTY onto STATE's right-of-way for the purpose of performing the structural maintenance commencing from the date of project completion. An Encroachment Permit from STATE will

also be required for any contractor of COUNTY, if COUNTY delegates its maintenance work to any party other than STATE. These permits will be issued at no cost to COUNTY and COUNTY's contractor.

9. VAN BUREN BOULEVARD – INSIDE CALTRANS RIGHT-OF WAY

9.1. COUNTY, at COUNTY expense, shall maintain the local road section of Van Buren Boulevard within Caltrans right-of-way from south of the northbound off ramp to the overcrossing bridge (Bridge Number 56-0846) as shown in Exhibit "A-1", including the road structural section, curbs, gutters, sidewalks, signs, pavement markings, debris and graffiti removal.

10. STREET LIGHTING OUTSIDE CALTRANS RIGHT OF WAY

10.1. COUNTY, at COUNTY expense will maintain the portion of the Van Buren STREET LIGHTING system located south of the northbound off-ramp as shown in Exhibit A-5, including the power supply, conduit and conductors within STATE right-of-way.

10.2. An encroachment permit from STATE will be required for COUNTY or COUNTY's contractor if COUNTY delegates its maintenance work to any party or contractor for any of the street lighting system facilities described in Article 10.1 contractor.

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

12. LANDSCAPED AREAS

12.1. Responsibility for the maintenance of any plantings or other types of roadside development lying outside of the area reserved for exclusive freeway use shall lie with COUNTY and not with STATE.

12.2. Responsibility for the maintenance of any plantings or other types of roadside development lying inside of the area reserved for exclusive freeway use is provided under a separate document titled AGREEMENT FOR LANDSCAPE MAINTENANCE WITHIN STATE HIGHWAY RIGHT OF WAY ON INTERSTATE 215/VAN BUREN BOULEVARD WITHIN THE COUNTY OF RIVERSIDE.

13. LEGAL RELATIONS AND RESPONSIBILITIES

13.1. 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.

13.2. 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 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, 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.

13.3. 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 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 section 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 COUNTY under this Agreement.

14. PREVAILING WAGES:

14.1. 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.

14.2. 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.

15. 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.

15.1. SELF-INSURED using Contractor - If the work performed on this Project is done under contract COUNTY 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. 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.

16. TERMINATION - This Agreement may be terminated by timely mutual written consent of PARTIES or by STATE for cause. Failure to comply with the provisions of the Agreement may be grounds for a Notice of Termination by STATE.

17. 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 in Article 16 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 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 of the Board

By: _____
STEPHEN R. PUSEY
Deputy District Director,
Maintenance, District 8

As to Form and Procedure:

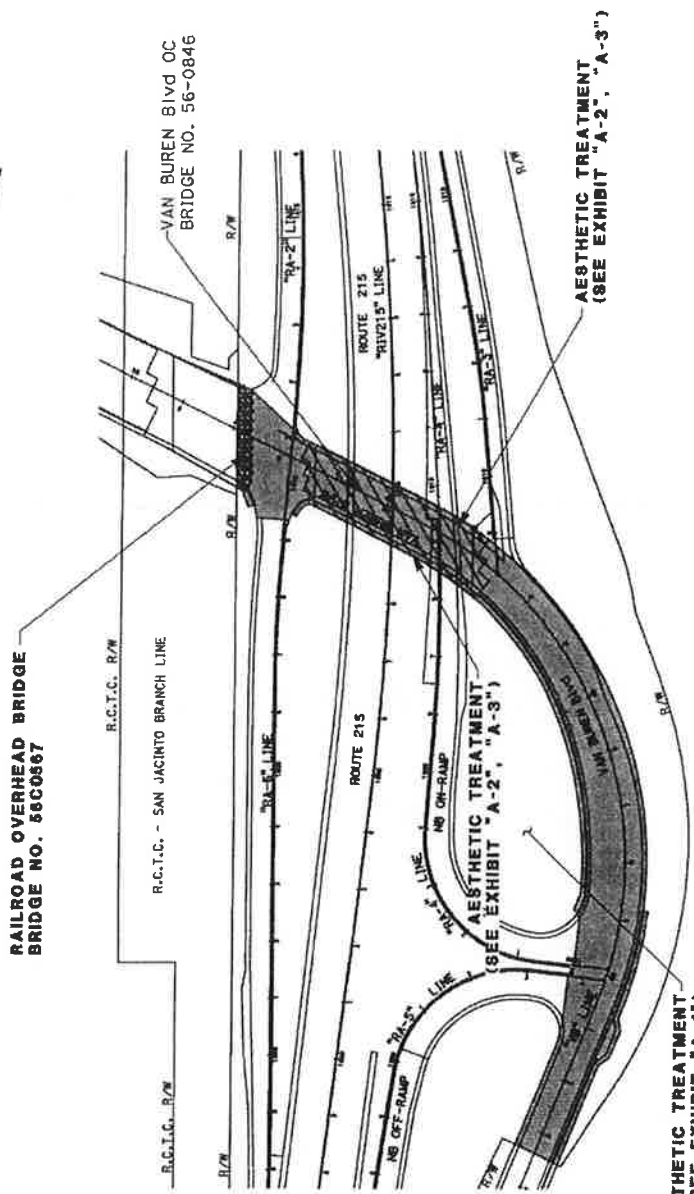
By: *Yasuko D. Villar*
Deputy 5/17/16
County Counsel

By: *Denise Zuniga*
Legal Attorney
Department of Transportation

EXHIBIT "A"

- EXHIBIT "A-1" Overview
- EXHIBIT "A-2" Van Buren Overcrossing Aesthetic
- EXHIBIT "A-3" Bridge Lighting
- EXHIBIT "A-4" Aesthetic Hardscape
- EXHIBIT "A-5" Van Buren Blvd Lighting

Dist	CO	RTE	POST MILES	SHEET No.	TOTAL SHEETS
8	RIV	215	R32.3/R35.9	1	5



LEGEND:

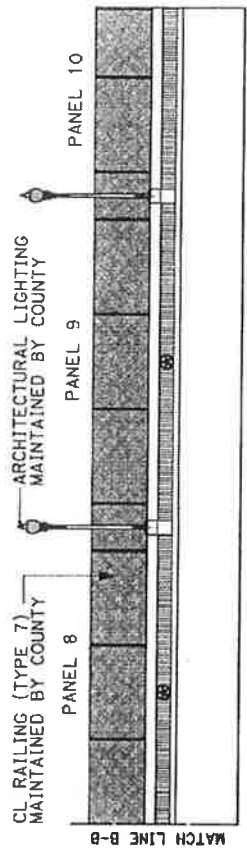
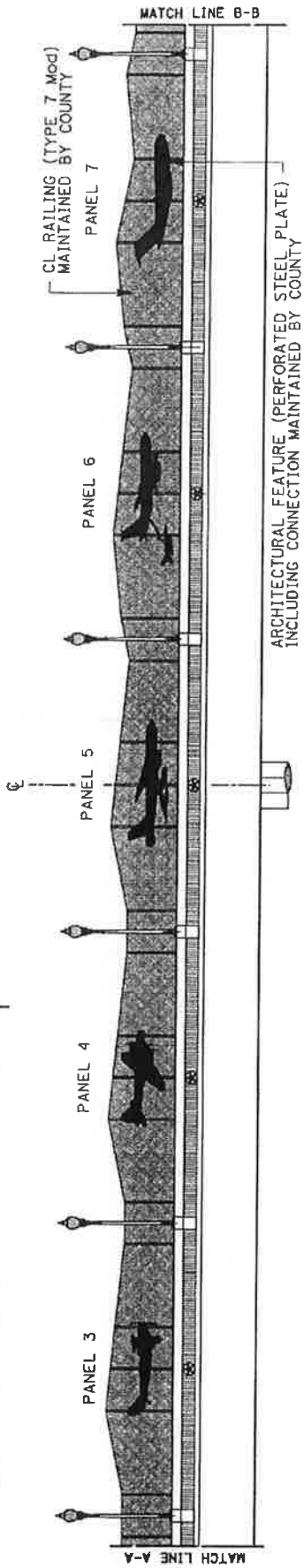
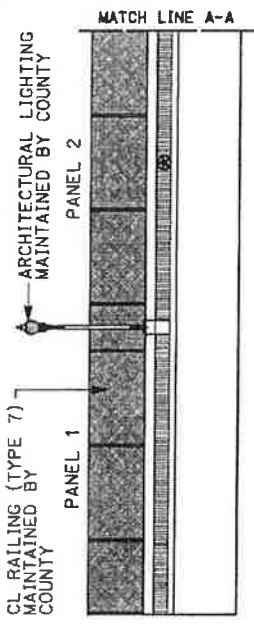
- LOCAL ROAD SEGMENT WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY COUNTY OF RIVERSIDE.
- OVERCROSSING DECK SURFACE AND AESTHETIC TREATMENT TO BE MAINTAINED BY COUNTY OF RIVERSIDE.
- PORTION OF OVERHEAD BRIDGE INSIDE STATE R/W TO BE MAINTAINED BY COUNTY OF RIVERSIDE.

**I-215/VAN BUREN BLVD INTERCHANGE
OVERVIEW
EXHIBIT "A-1"**

NO SCALE

DATE PLOTTED: 1/28/08
TIME PLOTTED: 11:44:48 AM

Dist	CO	RTE	POST MILES	SHEET NO.	TOTAL SHEETS
8	Riv	215	R32.3/R35.9	2	5



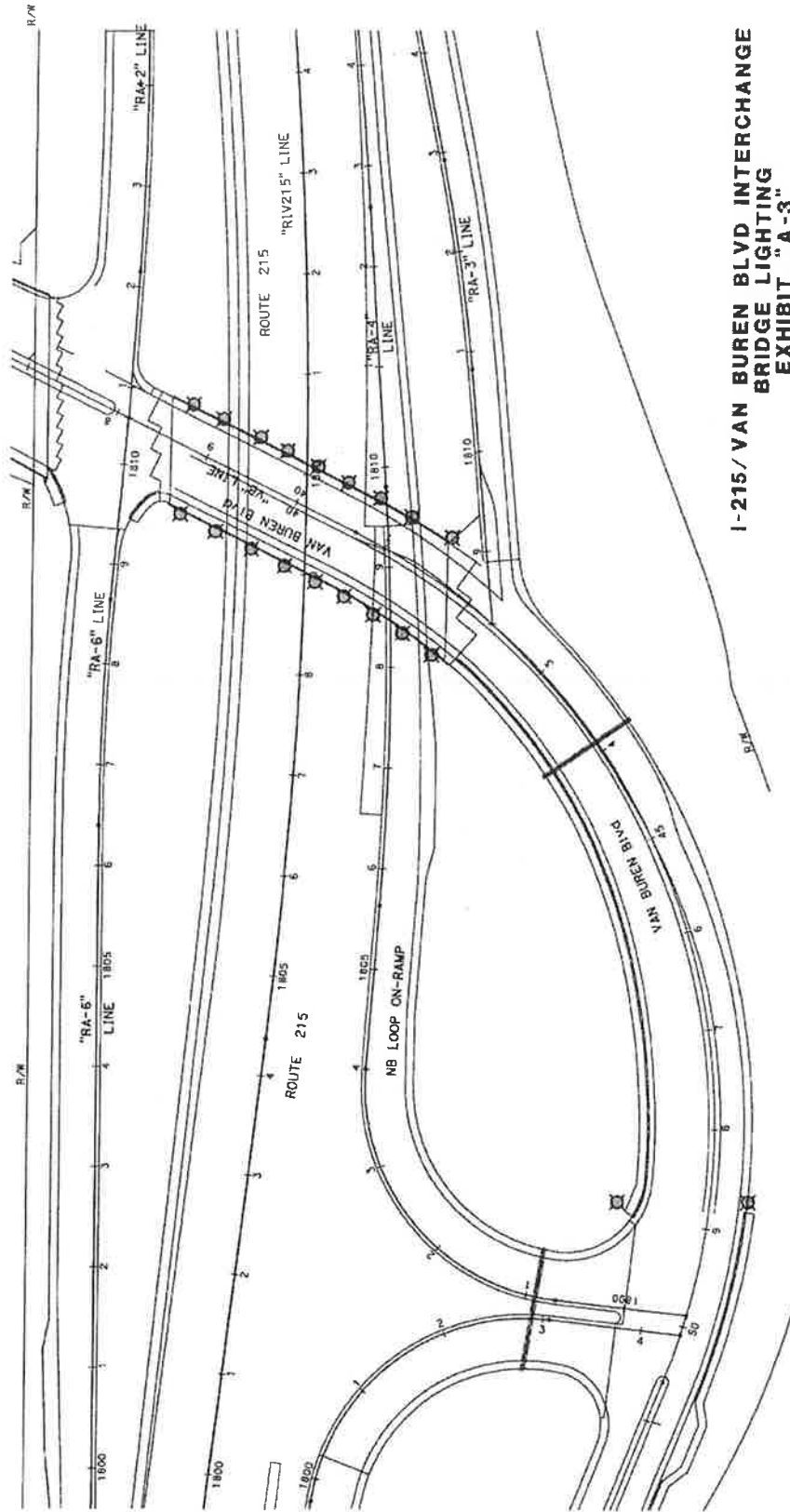
**I-215/VAN BUREN BLVD INTERCHANGE
VAN BUREN OVERCROSSING AESTHETIC
EXHIBIT "A-2"**
NO SCALE

DATE PLOTTED 03/17/21 09:51 AM
TIME PLOTTED 03/17/21 09:51 AM

Dist	CO	RTE	POST MILES	SHEET NO.	TOTAL SHEETS
8	RIV	215	R32.3/R35.9	3	5

LEGEND:

ARCHITECTURAL LIGHTING TO BE MAINTAINED BY COUNTY OF RIVERSIDE

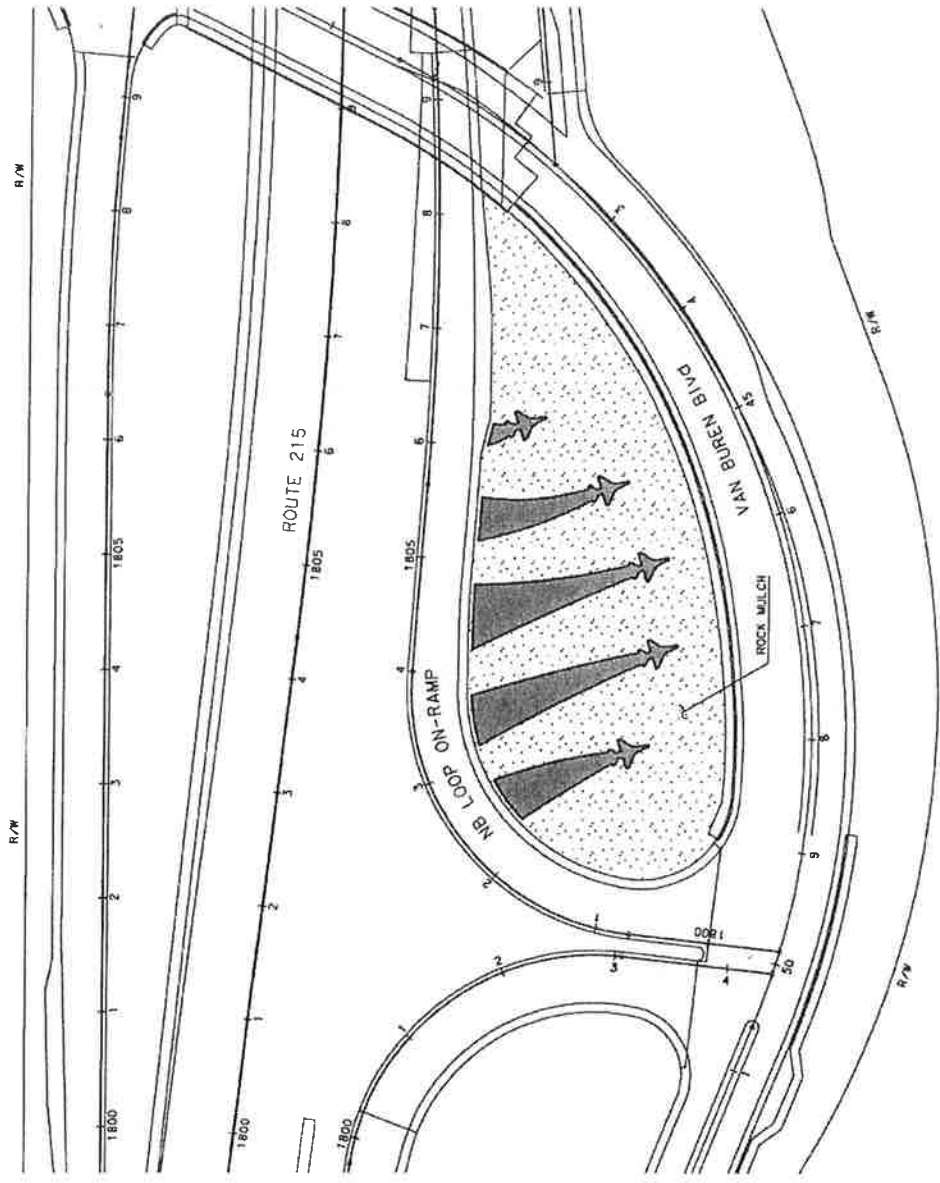


**I-215/VAN BUREN BLVD INTERCHANGE
BRIDGE LIGHTING
EXHIBIT "A-3"**

NO SCALE

DATE PLOTTED 04/22/2019
TIME PLOTTED 4:18:15 PM
PLT 002422

Dist	CO	RTE	POST MILES	SHEET NO.	TOTAL SHEETS
B	Riv	215	R32.3/R35.9	4	5



CONCRETE FEATURES TO BE MAINTAINED BY COUNTY OF RIVERSIDE

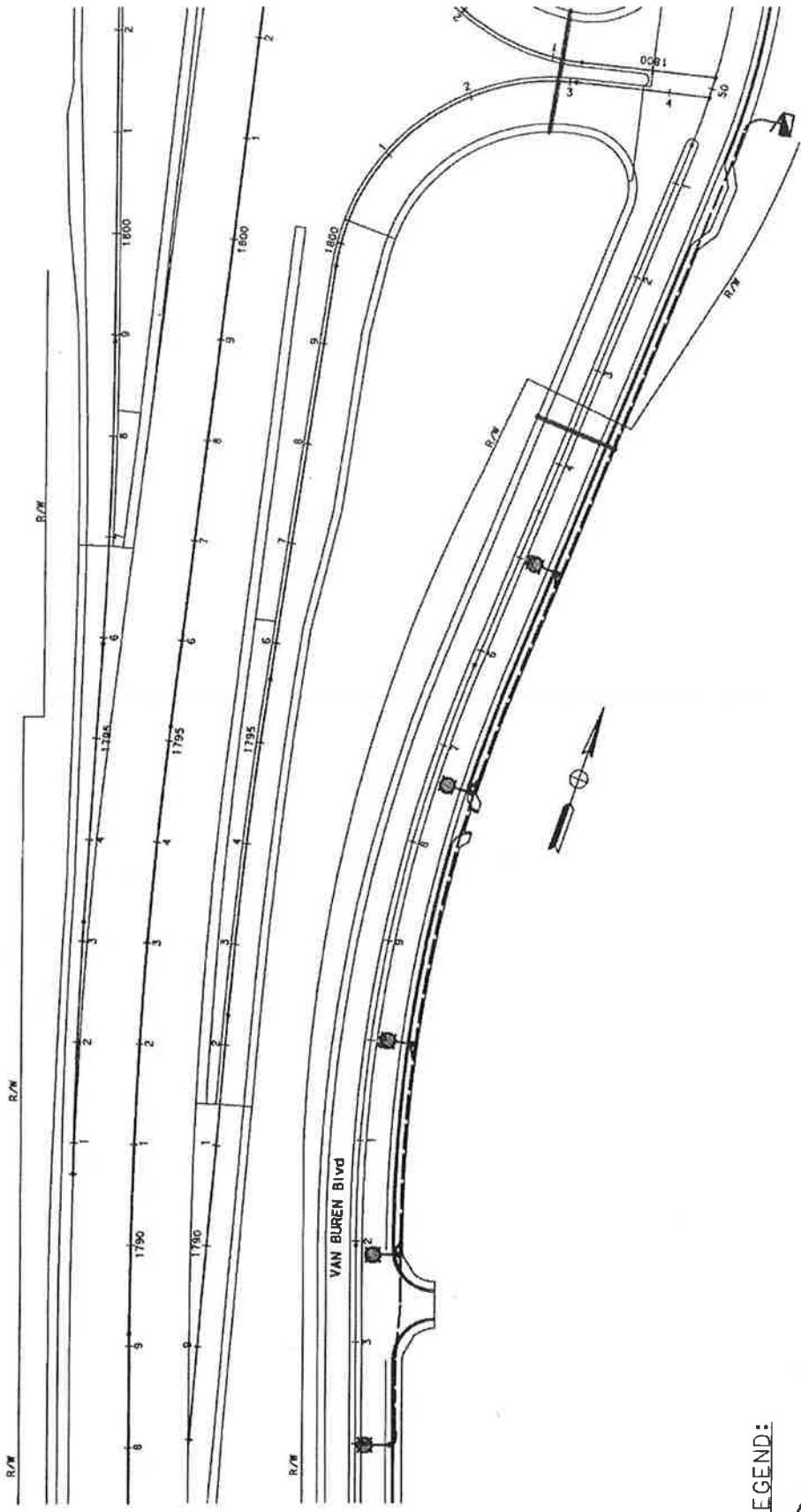
ROCK MULCH TO BE MAINTAINED BY COUNTY OF RIVERSIDE

**I-215/ VAN BUREN BLVD INTERCHANGE
PROJECT SPECIFIC AGREEMENT
AESTHETIC HARDSCAPE
EXHIBIT "A-4"**

NO SCALE

DATE PLOTTED: 02/21/2014 11:25:14 AM

DIST	CO	RTE	POST MILES	SHEET NO.	TOTAL SHEETS
8	Riv	215	R32.3/R35.9	5	5



LEGEND:

- SERVICE EQUIPMENT ENCLOSURE TO BE MAINTAINED BY COUNTY OF RIVERSIDE
- LIGHTING TO BE MAINTAINED BY OTHERS (OUTSIDE STATE R/W)

**I-215 / VAN BUREN BLVD INTERCHANGE
VAN BUREN BLVD LIGHTING
EXHIBIT "A-5"**

NO SCALE