

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



**FROM :** TRANSPORTATION AND LAND MANAGEMENT AGENCY-  
TRANSPORTATION

**SUBMITTAL DATE:**

August 16, 2016

**SUBJECT:** Approval of the Landscape Maintenance Agreement for the Interstate 215/Van Buren Boulevard Interchange between the County of Riverside and the California Department of Transportation. 1st District; [\$300,000 - Total Cost]; Local Funds 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Landscape 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.

**Policy**

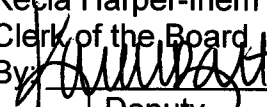
<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 100,000	\$ 100,000	\$ 300,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> March Joint Powers Authority (100%). No General Funds are used on this project.			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	16/17

**C.E.O. RECOMMENDATION:** [CEO use]

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Tavaglione, Washington, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** October 25, 2016  
**xc:** Transp.

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

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

**BACKGROUND:**

**Summary**

The County of Riverside Transportation Department recently completed the reconstruction of the I-215/Van Buren Boulevard interchange that included replacement bridges crossing the freeway and the railroad tracks, new on and off ramps, auxiliary lanes, decorative hardscape features and landscaping elements.

On December 7, 2010, (Agenda Item 3-39), the Board of Supervisors approved the Caltrans Construction Cooperative Agreement, No. 08-1471. On September 13, 2011 (Agenda Item 3-97), the Board of Supervisors approved Amendment No. 1 to Agreement No. 08-1471 to update the project funding prior to construction. Agreement 08-1471 outlines each agency's responsibility for the construction and funding of the improvements to the I-215/Van Buren Boulevard Interchange, including the requirement to enter into a maintenance agreement. Caltrans has required that the County be responsible for the maintenance of both the aesthetic and hardscape features (in perpetuity) as well as the landscaping features (for an initial period of time).

On June 7, 2016 (Agenda Item 3-40), the Board of Supervisors approved the Project Specific Maintenance Agreement between the County and Caltrans outlining the terms and conditions for maintenance of the aesthetic and hardscape features. The Lighting Infrastructure and Aesthetic Features Maintenance Agreement between the County and March Joint Powers Authority (JPA) was also approved on June 7, 2016 (Agenda Item 3-41), delegating the maintenance of the aesthetic and hardscape features to March JPA.

It is now required that the County enter into an agreement for landscape maintenance. The landscape features within Caltrans right-of-way include plantings, irrigation systems, mulches, control systems and biofiltration swales installed as part of the interchange project. Construction of the project was completed in August, 2015. The County is responsible for landscape maintenance for a 3 year period following construction completion, after which Caltrans will assume maintenance responsibilities. The attached Landscape Maintenance Agreement between the County and Caltrans outlines the roles and responsibilities for each agency and includes exhibits depicting the location and type of features to be maintained.

The landscape maintenance services will be provided by the County and the costs will be paid for with project funds.

**Impact on Residents and Businesses**

The landscape elements of the I-215/Van Buren Boulevard interchange project enhance the appearance of the interchange and provide filtration of storm water run-off within the project.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The maintenance of the landscape features is for a limited three (3) year period beginning August 2015, and ending August 2018, at which time Caltrans will assume maintenance. The cost to maintain

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STATE OF CALIFORNIA**

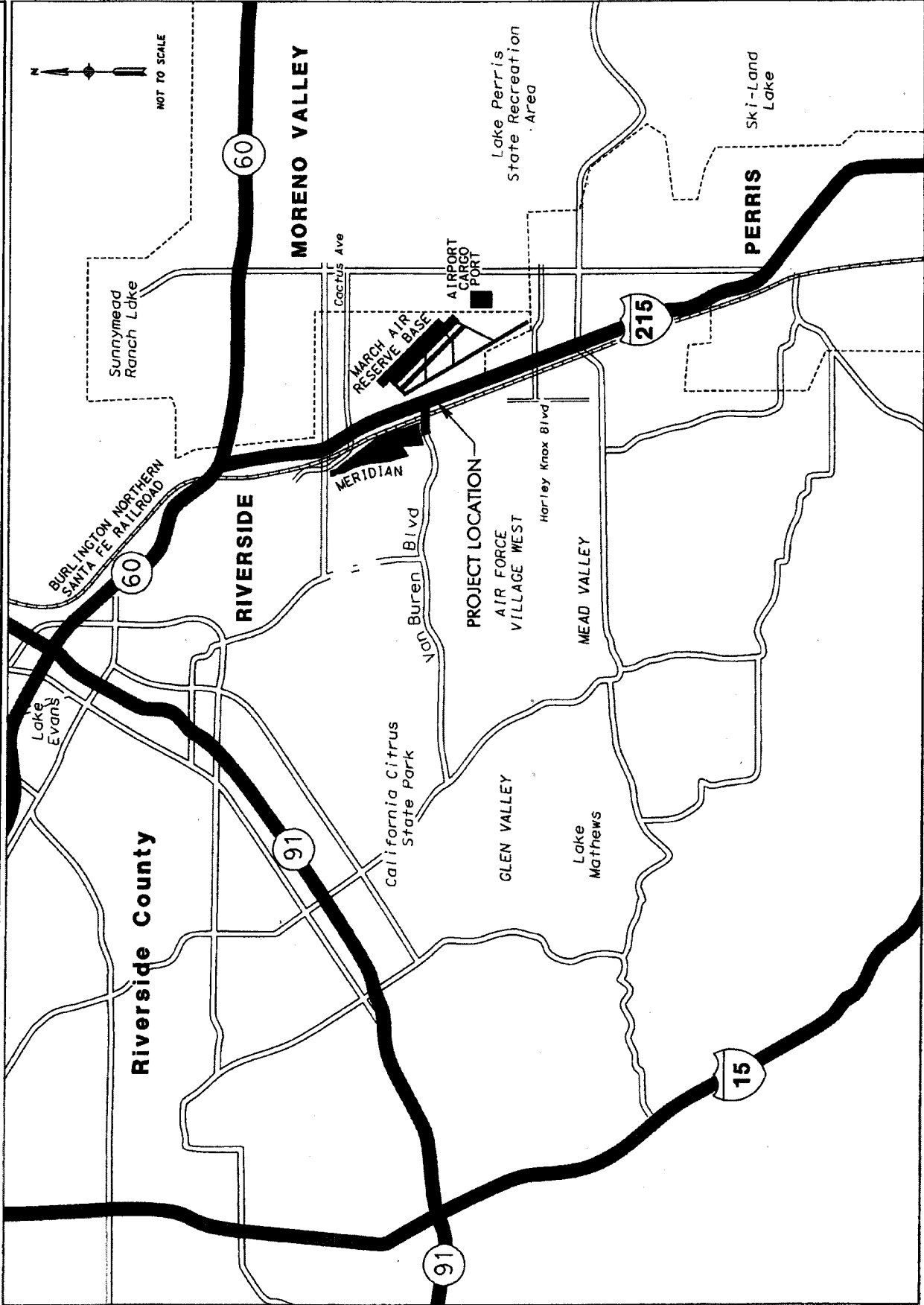
the landscaping is estimated to be \$300,000 and will be performed by the County and funded with March JPA Project funds.

**ATTACHMENTS:**

Vicinity Map

Agreement

I-215 at Van Buren Boulevard Interchange Improvements



VICINITY MAP

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

**LANDSCAPE MAINTENANCE AGREEMENT  
WITHIN STATE HIGHWAY RIGHT OF WAY  
ON INTERSTATE 215/VAN BUREN BOULEVARD WITHIN THE COUNTY OF  
RIVERSIDE**

THIS AGREEMENT is made effective this 15 day of November, 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. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Cooperative Agreement(s) number 08-1471 dated December 15, 2010, Permit Number(s) MC-0804.
2. This Agreement addresses COUNTY responsibility for the landscaping, planting, irrigation systems, mulches, control, litter and weed removal, and biofiltration swales (collectively the "LANDSCAPING"), placed within State Highway right of way on State Route 215 at the Van Buren Interchange, as shown on Exhibits A-1 through A-5, attached to and made a part of this Agreement. Articles 2.13, 2.16, and 2.17 are covered on separate agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, COUNTY and STATE agree as follows:
  - 1.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibits "A-1 through A-5."
  - 1.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibits "A-1 through A-5" which will be made a part hereof and will thereafter supersede the attached original Exhibits "A- through A-5" to thereafter become a part of this Agreement. The new exhibits can be executed only

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upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

2. COUNTY agrees, at COUNTY expense, to do the following:
  - 2.1. COUNTY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
  - 2.2. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
  - 2.3. COUNTY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE'S District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE'S applicable standards.
  - 2.4. COUNTY shall ensure that LANDSCAPED areas designated on Exhibits "A-1 through A-5" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
  - 2.5. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE'S right of way.
  - 2.6. COUNTY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE'S right of way.
  - 2.7. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
  - 2.8. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
  - 2.9. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are maintained for the safety of the public.
  - 2.10. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
  - 2.11. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules,

and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District Maintenance at 464 West 4<sup>th</sup> Street San Bernardino, CA 92401.

- 2.12. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
  - 2.13. To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for COUNTY.
  - 2.14. To inspect LANDSCAPING on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.
  - 2.15. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
  - 2.16. To MAINTAIN all sidewalks/bike paths within the Agreement limits of the STATE highway right of way, at COUNTY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks/bike paths for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks/bike paths or the LANDSCAPING in an expeditious manner
  - 2.17. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
  - 2.18. To allow random inspection of LANDSCAPING, , street lighting systems, sidewalks/bike paths and signs by a STATE representative.
  - 2.19. To keep the entire landscaped area policed and free of litter and deleterious material.
  - 2.20. All work by or on behalf of COUNTY will be done at no cost to STATE.
3. STATE agrees to do the following:
- 3.1. May provide COUNTY with timely written notice of unsatisfactory conditions that require correction by the COUNTY. However, the non-receipt of notice does not excuse COUNTY from maintenance responsibilities assumed under this Agreement.
  - 3.2. Issue encroachment permits to COUNTY and COUNTY contractors at no cost to them.

#### 4. LEGAL RELATIONS AND RESPONSIBILITIES:

- 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or COUNTY facilities different from the standard of care imposed by law.
- 4.2. If during the term of this Agreement, COUNTY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of COUNTY at COUNTY's expense or direct COUNTY to remove or itself remove LANDSCAPING at COUNTY's sole expense and restore STATE's right of way to its prior or a safe operable condition. COUNTY hereby agrees to pay said STATE expenses, within thirty (45) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to COUNTY to cure the default and COUNTY will have thirty (45) days within which to affect that cure.
- 4.3. 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 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of COUNTY.
- 4.4. 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, 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.

#### 5. PREVAILING WAGES:

- 5.1. 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.

- 5.2. 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
  
6. SELF-INSURED - COUNTY is self-insured. COUNTY 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.
  
- 6.1. 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 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.
  
7. 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.
  
8. 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 for 3 years after the completion of construction contract EA 0E520 or until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 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: *John J. Benoit*  
Chairman, Board of Supervisors  
**JOHN J. BENOIT**

MALCOLM DOUGHERTY  
Director of Transportation

By: *Stephen R. Pucey*  
Deputy District Director  
Maintenance District

ATTEST:

By: *Necia Harper-Ihem*, deputy  
Necia Harper-Ihem  
Clerk of the Board

APPROVED AS TO FORM:

By: *Gregory P. Priamos 10/6/16*  
*Chief Deputy*  
Gregory P. Priamos  
County Counsel



**LEGEND:**



AREA TO BE MAINTAINED BY COUNTY



TREES TO BE MAINTAINED BY THE COUNTY

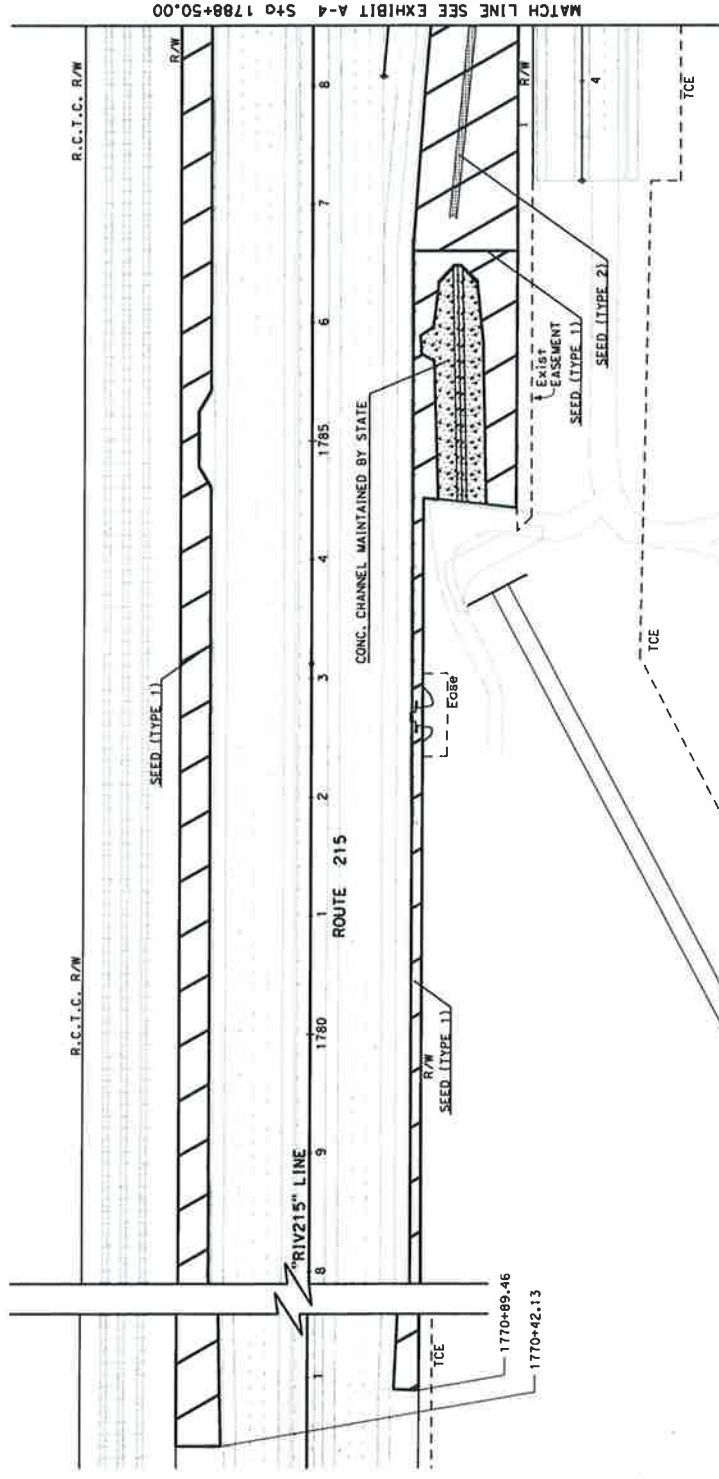
PALO BREA (PRAECOX)

BLUE PALO VERDE

DESERT WILLOW

BIOSWALE

FEATURES TO BE MAINTAINED PER SEPARATE AGREEMENT

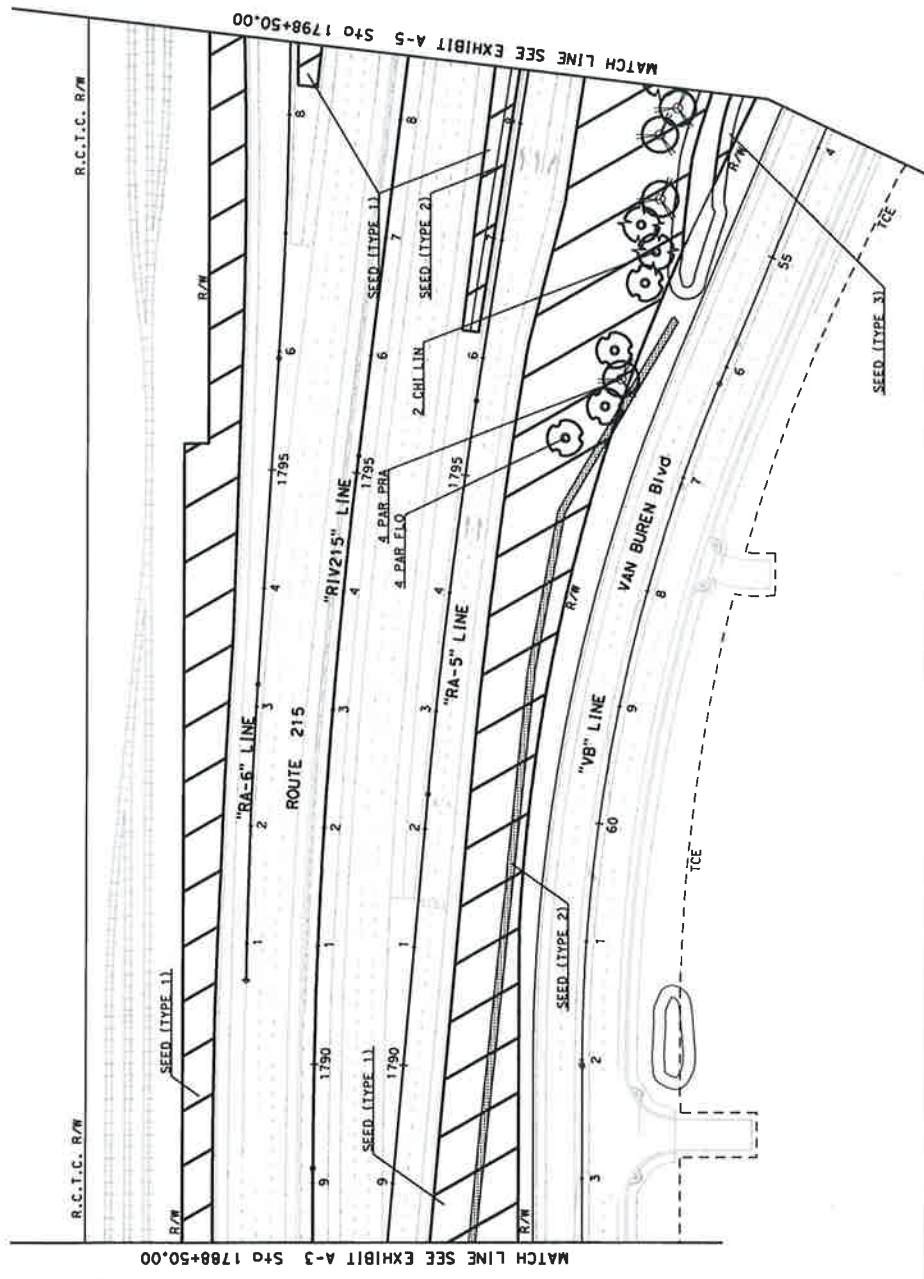









DATE PLOTTED => 9/6/2012  
TIME PLOTTED => 10:07:56 AM

I-215 / VAN BUREN BLVD. INTERCHANGE  
**LANDSCAPING AGREEMENT**  
 NO SCALE **EXHIBIT "A-1"**  
 SHEET 1 OF 5

COUNTY OF RIVERSIDE  
 APPROVED *J. Shins* 07/20/16  
 DATE

CALTRANS  
 APPROVED *Stephen P. Buey* 11.15.10  
 DATE



- LEGEND:**
-  AREA TO BE MAINTAINED BY COUNTY
  -  TREES TO BE MAINTAINED BY THE COUNTY
  -  PALO BREA (PRAECOX)
  -  BLUE PALO VERDE
  -  DESERT WILLOW
  -  BIOSWALE
  -  FEATURES TO BE MAINTAINED PER SEPARATE AGREEMENT

I-215 / VAN BUREN BLVD. INTERCHANGE  
**LANDSCAPING AGREEMENT**  
 NO SCALE **EXHIBIT "A-2"**  
 SHEET 2 OF 5

COUNTY OF RIVERSIDE  
 APPROVED *J. Z...* DATE 07/20/16

CALTRANS  
 APPROVED *Stephen P. Perry* DATE 11.15.10



**LEGEND:**



AREA TO BE MAINTAINED BY COUNTY



TREES TO BE MAINTAINED BY THE COUNTY

PALO BREA (PRAECOX)

BLUE PALO VERDE

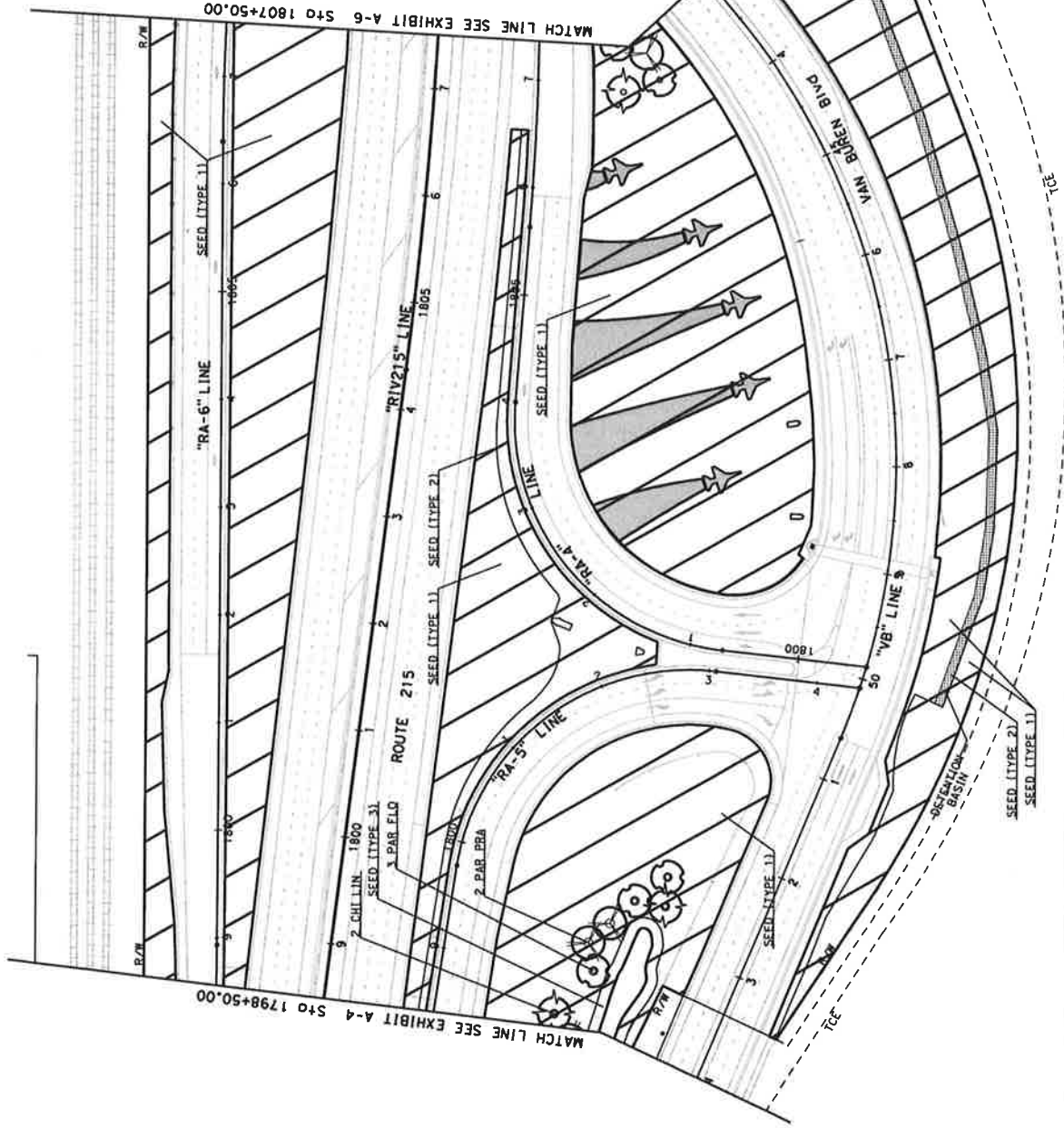
DESERT WILLOW



BIOSWALE



FEATURES TO BE MAINTAINED PER SEPARATE AGREEMENT



**I-215 / VAN BUREN BLVD. INTERCHANGE  
LANDSCAPING AGREEMENT  
NO SCALE EXHIBIT "A-3"**

SHEET 3 OF 5

COUNTY OF RIVERSIDE

*J. Z...* 07/20/16

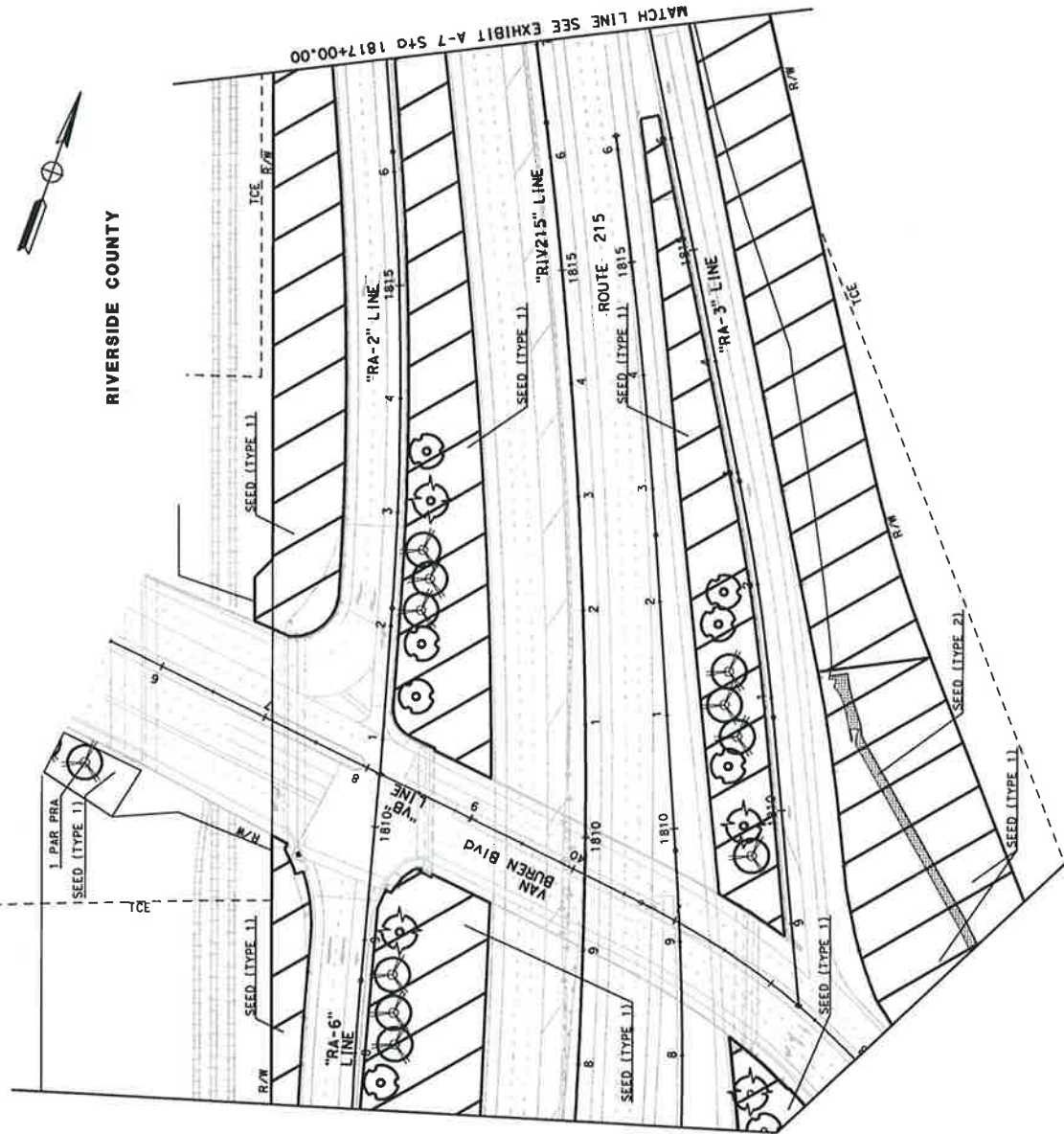
DATE

APPROVED








CALTRANS

DATE

APPROVED



RIVERSIDE COUNTY

- LEGEND:**
-  AREA TO BE MAINTAINED BY COUNTY
  -  TREES TO BE MAINTAINED BY THE COUNTY
  -  PALO BREA (PRAECOX)
  -  BLUE PALO VERDE
  -  DESERT WILLOW
  -  BIOSWALE
  -  FEATURES TO BE MAINTAINED PER SEPARATE AGREEMENT

**1-215 / VAN BUREN BLVD. INTERCHANGE  
 LANDSCAPING AGREEMENT  
 EXHIBIT "A-4"**

NO SCALE

SHEET 4 OF 5

COUNTY OF RIVERSIDE

*J. [Signature]*

APPROVED

DATE

07/20/10

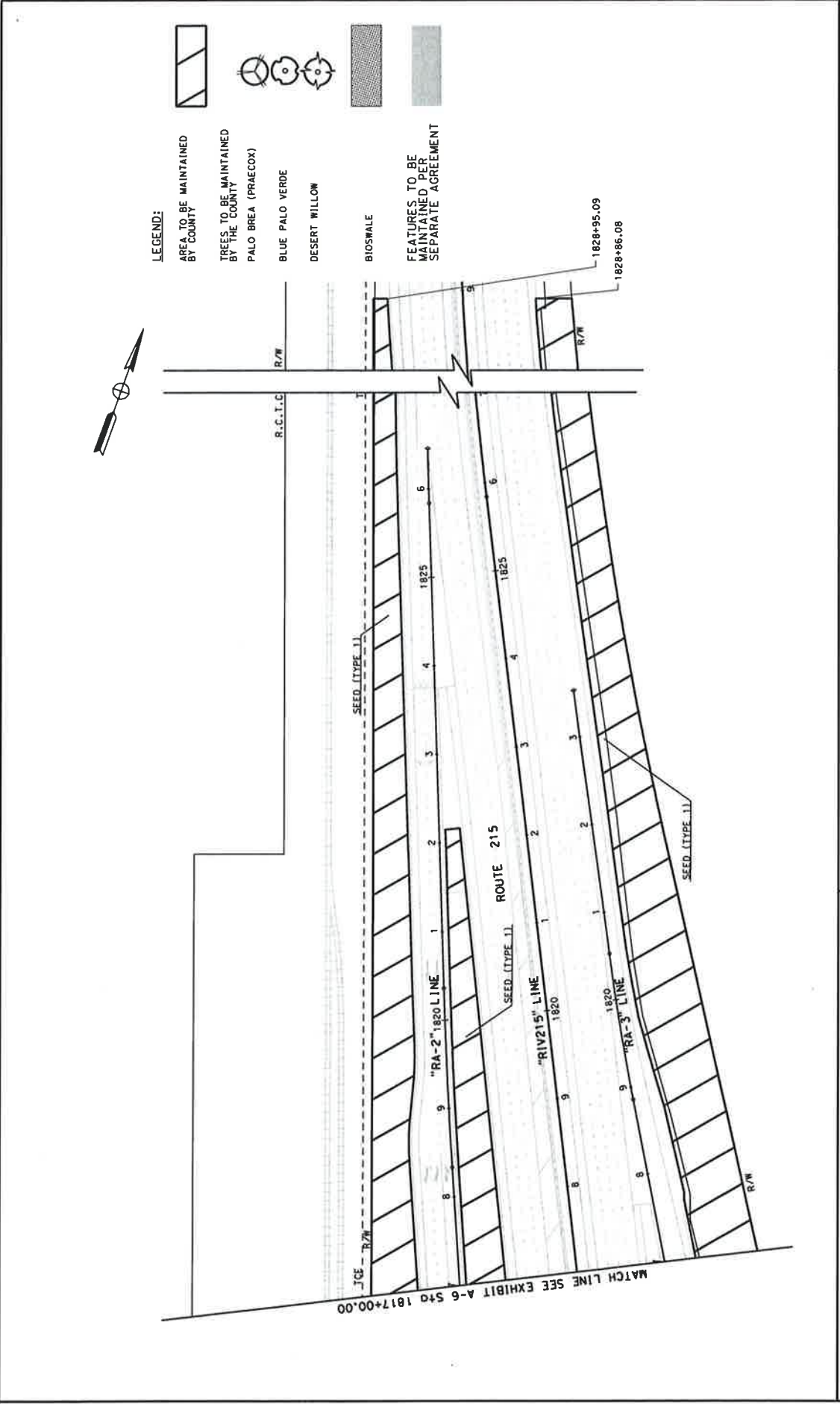
CALTRANS

*Stephen P. [Signature]*

APPROVED

DATE

11.15.10



**LEGEND:**

- AREA TO BE MAINTAINED BY COUNTY
- TREES TO BE MAINTAINED BY THE COUNTY
- PALO BREA (PRAECOX)
- BLUE PALO VERDE
- DESERT WILLOW
- BIOSWALE
- FEATURES TO BE MAINTAINED PER SEPARATE AGREEMENT

CALTRANS  
 APPROVED *Stephward P. Pucy*  
 DATE 11.10.16

COUNTY OF RIVERSIDE  
 APPROVED *J. Z. ...*  
 DATE 07/20/16

I-215 / VAN BUREN BLVD. INTERCHANGE  
 LANDSCAPING AGREEMENT  
 NO SCALE EXHIBIT "A-5"  
 SHEET 5 OF 5