

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



ITEM
3.38
(ID # 4629)

MEETING DATE:

Tuesday, December 5, 2017

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:
State Route 60 Freeway Maintenance Agreement between the County of
Riverside and the State of California Department of Transportation. District 5;
[\$0] (Companion Item to MT Item #4627)

RECOMMENDED MOTION: That the Board of Supervisors:

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


ACTION:


Patricia Romo, Director of Transportation 10/23/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: December 5, 2017
xc: Transp.

Keqia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The City of Beaumont (City) will be starting construction on the new Potrero Boulevard Interchange at State Route 60 (SR-60) early next year. The new Interchange will be within the City of Beaumont's jurisdictional boundaries, with the exception of the southeast quadrant of the interchange, see Exhibit A of the Freeway Maintenance Exhibit. Caltrans requires a freeway maintenance agreement when improvements are made to State highways in order to establish maintenance responsibilities upon completion of construction of the interchange. This Freeway Maintenance Agreement between the County and Caltrans defines the maintenance responsibilities of Caltrans and the County. The City will have a separate Freeway Maintenance Agreement with Caltrans.

A new Freeway Agreement which updates the jurisdictional boundaries of the City and County, identifies the location of the new Potrero Interchange, and defines the requirements for construction and maintenance of improvements to the Interstate, appears as a separate item on this agenda.

Impact on Residents and Businesses

The residents and businesses will benefit from the construction of the new interchange which will provide alternate access as well as reduce traffic delays. The City expects to start construction of the Portrero Boulevard interchange in early 2018.

Additional Fiscal Information

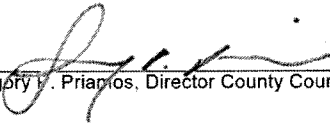
The Potrero Interchange is 100% funded by the City. No County funds are being used. Local road improvements, and subsequent on-going operation and maintenance, within the County jurisdiction will become the responsibility of the transportation department, upon acceptance.

ATTACHMENTS

Vicinity Map
Agreement

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

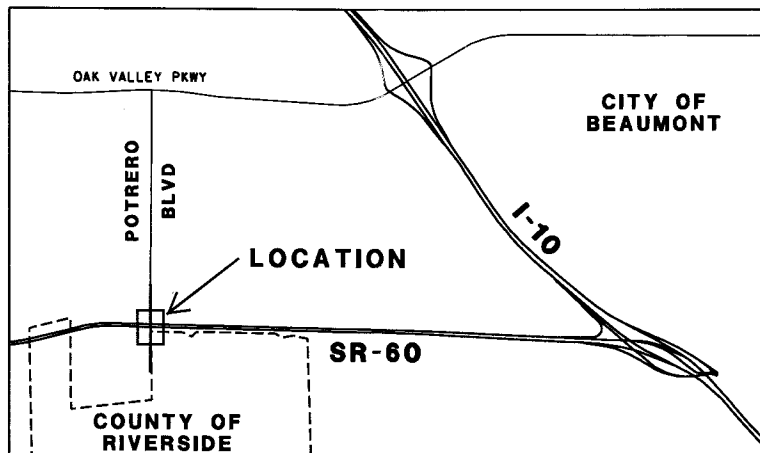
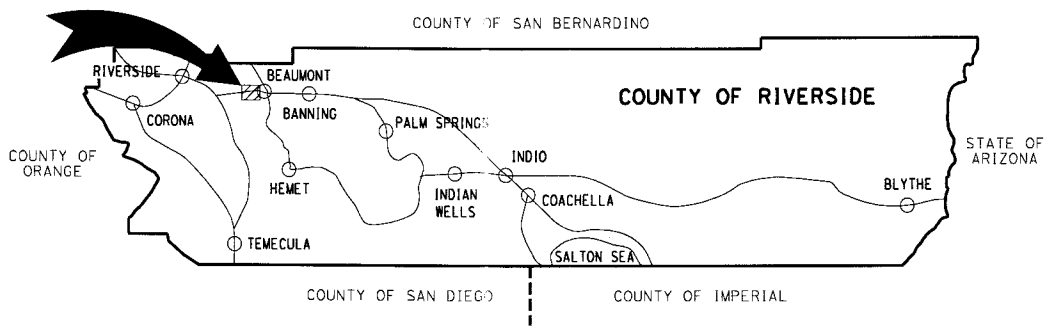

Melissa Noone, Associate Management Analyst 11/28/2017


Gregory V. Priamos, Director County Counsel 11/20/2017

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

SR-60 FREEWAY MAINTENACE AGREEMENT

BEAUMONT AREA



VICINITY MAP

TOWNSHIP 3S RANGE 1W SECTION 7 & 8
COUNTY ROAD BOOK PAGE No. 92

**FREEWAY MAINTENANCE
AGREEMENT
WITH
COUNTY OF RIVERSIDE**

THIS AGREEMENT is made effective this 5th day of December, 2017, 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 December 5, 2017 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 State Route 60 (SR-60) 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 Freeway Agreement dated December 5, 2017, 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

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

4. 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.
5. STATE agrees to continue control and maintenance of those portions adopted as a part of SR-60 Freeway proper as shown in Exhibit A.

6. 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.
7. 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.
8. 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.

9. VEHICULAR AND PEDESTRIAN OVERCROSSINGS

- 9.1. STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and pedestrian overcrossings of SR-60 below the deck surface except as hereinafter provided.
- 9.2. COUNTY will maintain, at COUNTY's 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.
- 9.3. 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.

10. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS

- 10.1. 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
- 10.2. 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.

11. 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.

12. 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.

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

14. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES

14.1. 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 SR-60 Freeway and COUNTY streets and roads and at ramp connections shall be shared by the PARTIES under a separate Shared Cost Electrical Agreement.

14.2. 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.

15. 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 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.

16. LEGAL RELATIONS AND RESPONSIBILITIES

16.1. 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.

16.2. 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 and 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, tortuous, 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.

16.3. 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.

17. PREVAILING WAGES:

17.1. 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.

17.2. 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.

18. INSURANCE -

18.1 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.

18.2 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 and \$5 million in excess. 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.

19. 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.

20. 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 use the latest STATE's template 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: 
John F. Favaglione
Chairman, Board of Supervisors


MALCOLM DOUGHERTY
Director of Transportation

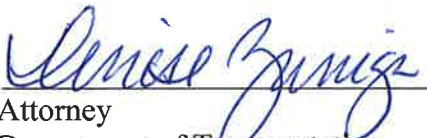
ATTEST:

By: 
Kecia Harper-Ihem
Clerk, Board of Supervisors

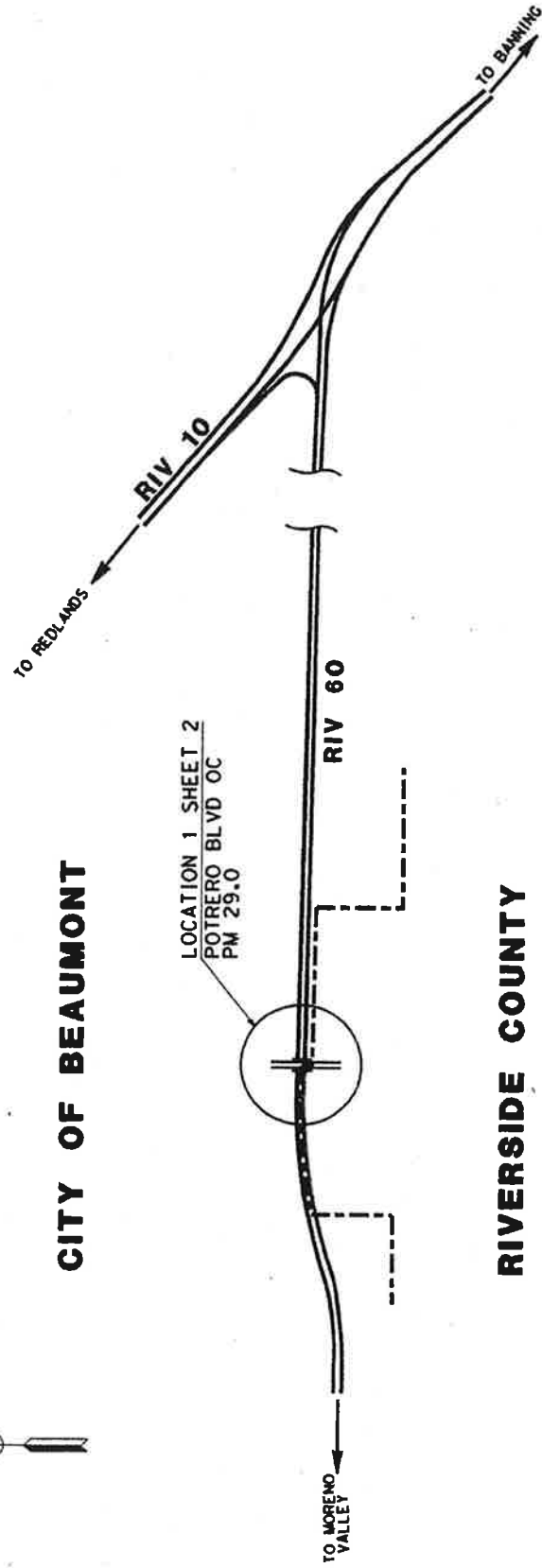
By: 
Stephen R. Pusey
Deputy District Director
Maintenance, District 08

As to Form and Procedure:

By: 
Gregory P. Priamos
Principal Deputy County Counsel

By: 
Denise Zuniga
Attorney
Department of Transportation

Dist	08	COUNTY	RIV	ROUTE	60	POST MILE	29.0	SHEET No.	1	TOTAL SHEETS	2
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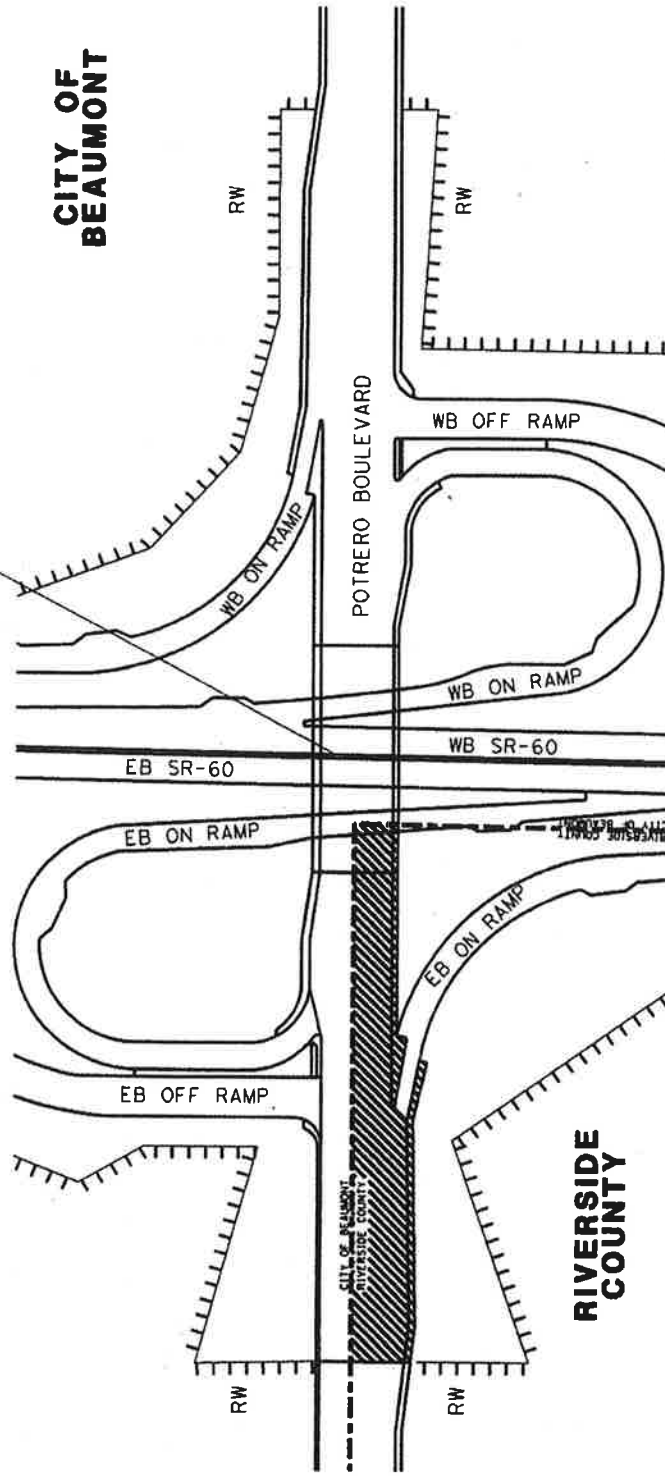
CITY OF BEAUMONT

RIVERSIDE COUNTY

EXHIBIT "A"
NO SCALE

DIST	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	RIV	60	29.0	2	2

POTRERO BLVD OC
BRIDGE NO. 56-0849



LEGEND:

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

STATE R/W

COUNTY LIMITS

LOCATION 1: **POTRERO BOULEVARD OVERCROSSING**

EXHIBIT "A"
NO SCALE



a GLS company

800-322-5555
 www.gso.com

Ship From

DEPT. OF TRANSPORTATION
 MAILROOM STAFF
 464 W. FOURTH STREET
 6THFL
 SAN BERNARDINO, CA 92401

Tracking #: 540861701

PDS

**Ship To**

RIVERSIDE COUNTY CLERK OF BOARD
 STOP 1010 PO BOX 1147
 STOP 1010 PO BOX 1147
 RIVERSIDE, CA 92502

ONT
RIVERSIDE

C

COD: \$0.00

Weight: 0 lb(s)

Reference:

D92501A

Delivery Instructions:

Signature Type: ADULT



85350500

Print Date: 6/6/2018 3:56 PM

LABEL INSTRUCTIONS:

Do not copy or reprint this label for additional shipments - each package must have a unique barcode.

Step 1: Use the "Print Label" button on this page to print the shipping label on a laser or inkjet printer.

Step 2: Fold this page in half.

Step 3: Securely attach this label to your package and do not cover the barcode.

TERMS AND CONDITIONS:

By giving us your shipment to deliver, you agree to all of the GSO service terms & conditions including, but not limited to; limits of liability, declared value conditions, and claim procedures which are available on our website at www.gso.com.

2018 JUN -7 AM 8:00
 RECEIVED RIVERSIDE COUNTY
 CLERK / BOARD OF SUPERVISORS