

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



ITEM: 3.53
(ID # 7251)

MEETING DATE:
Tuesday, August 04, 2020

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION
DEPARTMENT: Approval of the Freeway Maintenance Agreement by and
between the County of Riverside and the State of California Transportation
Department for the portions of State Route 91 within the Jurisdictional Limits of
the County of Riverside. District 2. [\$2,000 Ongoing - Gas Tax 100%]

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 for the portion of State Route 91 within the
County of Riverside jurisdictional boundaries and authorize the Chairman of the Board to
execute the same.

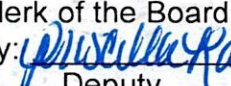
ACTION:Policy


Patricia Romo, Director of Transportation 8/25/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 4, 2020
xc: Transp.

Kecia R. Harper
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	\$ 2,000	\$ 0	\$ 0	\$ 2,000
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax (SB1); 100%. There are no General Funds used on this project.			Budget Adjustment: No	
			For Fiscal Year: NA	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On November 19, 1985 the County of Riverside (County) and the State of California Department of Transportation (State) entered into a Freeway Maintenance Agreement to define the maintenance responsibilities for Route (SR) 91 within the unincorporated area of the County of Riverside.

The SR 91 Express Lane project has been completed and included certain improvements within the unincorporated portion of the County of Riverside at the Serfas Club Drive interchange. It is now necessary to update maintenance responsibilities for improvements to separation structures within the modified freeway limits. The Freeway Agreement defines the responsibilities of the County, specifically the agreement to continue to control and maintain the reconstructed Serfas Club Drive and maintain the architectural details on the new concrete barrier along Serfas Club Drive within the State right of way and within the jurisdictional boundaries of Riverside County.

This Agreement supersedes the previous Freeway Maintenance Agreement.

Impact on Residents and Businesses

The project has added capacity and operational improvements, which relieves traffic congestion in the area and aesthetic upgrades which improve the visual experience by residents. The reconfiguration of the roadways in this area improves access to the local businesses.

Additional Fiscal Information

The ongoing cost of \$2,000 is for maintenance that includes some of the constructed decorative features along the walls and abutments, in addition to the roadway features for the undercrossing within the County's jurisdiction.

ATTACHMENTS

Vicinity Map
Freeway Agreement

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



Jason Farin, Principal Management Analyst

7/28/2020



Gregory F. Priamos, Director County Counsel

7/1/2020

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

**FREEWAY MAINTENANCE
AGREEMENT
WITH
COUNTY OF RIVERSIDE**

THIS AGREEMENT is made effective this 4TH day of August, 2020, 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 September 3, 1968 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 Highway Route (SR) 91 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 identify the maintenance responsibilities for improvements to separation structures and landscaped areas lying within those modified freeway limits; and
3. 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.
4. WHEREAS, pursuant to Section 4 of the above September 3, 1968 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
5. WHEREAS, COUNTY and STATE previously executed a Freeway Maintenance Agreement on November 19, 1985; and
6. WHEREAS, new improvements have been constructed within the limits of this previously executed November 19, 1985 Freeway Maintenance Agreement, and the PARTIES desire to supersede such previously executed Freeway Maintenance Agreement.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

1. PARTIES agree this Agreement shall supersede and replace in its entirety the existing Freeway Maintenance Agreement executed by PARTIES on November 19, 1985.

2. 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.
3. STATE agrees to continue control and maintenance of those portions adopted as a part of SR 91 Freeway proper as shown in Exhibit A.
4. COUNTY agrees to maintain individual infrastructure items as provided in Exhibit C attached and made a part of this Agreement by reference.
5. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise Exhibit C by a mutual written execution of Exhibit A and C.
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 STATE 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 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.
9. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS
 - 9.1. STATE will maintain the entire structure of all STATE-constructed vehicular and pedestrian undercrossings of STATE freeways except as hereinafter provided.
 - 9.2. COUNTY will maintain 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.
 - 9.3. COUNTY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between COUNTY roadway surface and the structure that results from modifications to the 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 vertical 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.

10. WALLS AND COLUMNS – COUNTY is responsible for debris removal, cleaning, and painting to keep COUNTY's side of any wall structure or column free of debris, dirt, and graffiti.
11. LANDSCAPED AREAS - COUNTY is responsible for the maintenance of any plantings or other types of roadside development lying outside of the fenced right of way area reserved for exclusive freeway use.
12. INTERCHANGE OPERATON - It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.
13. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES
 - 13.1. 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 91 Freeway and COUNTY streets and roads and at ramp connections or SR 91 and COUNTY facilities shall be shared by the PARTIES in a separate Shared Cost Electrical Agreement. A separate "Shared Cost Electrical Agreement" will be executed in the future allocating these costs between the PARTIES.
 - 13.2. 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.
14. 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, 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 that non-motorized facility.
15. LEGAL RELATIONS AND RESPONSIBILITIES
 - 15.1. 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.
 - 15.2. 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, 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.

- 15.3. 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, 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.

16. PREVAILING WAGES:

- 16.1. 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.

- 16.2. 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.

17. INSURANCE -

- 17.1. 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.

- 17.2. 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 that shall be delivered to the STATE with a signed copy of this Agreement.

18. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES or by STATE for cause. COUNTY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
19. 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 18 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, 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

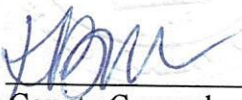
TOKS OMISHAKIN
Director of Transportation

ATTEST:

By: 
Clerk, Board of Supervisors

By: _____
Jim A. Rogers
Acting Deputy District Director
Maintenance

As to Form and Procedure:

By: 
Deputy County Counsel
Kristine Bellvaldez

By: _____
Attorney
Department of Transportation

EXHIBIT "A"

Plan map identifying the applicable SR-91 Freeway proper and CITY road(s) and facilities

Dist	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	RIV	91	R3.7	1	2

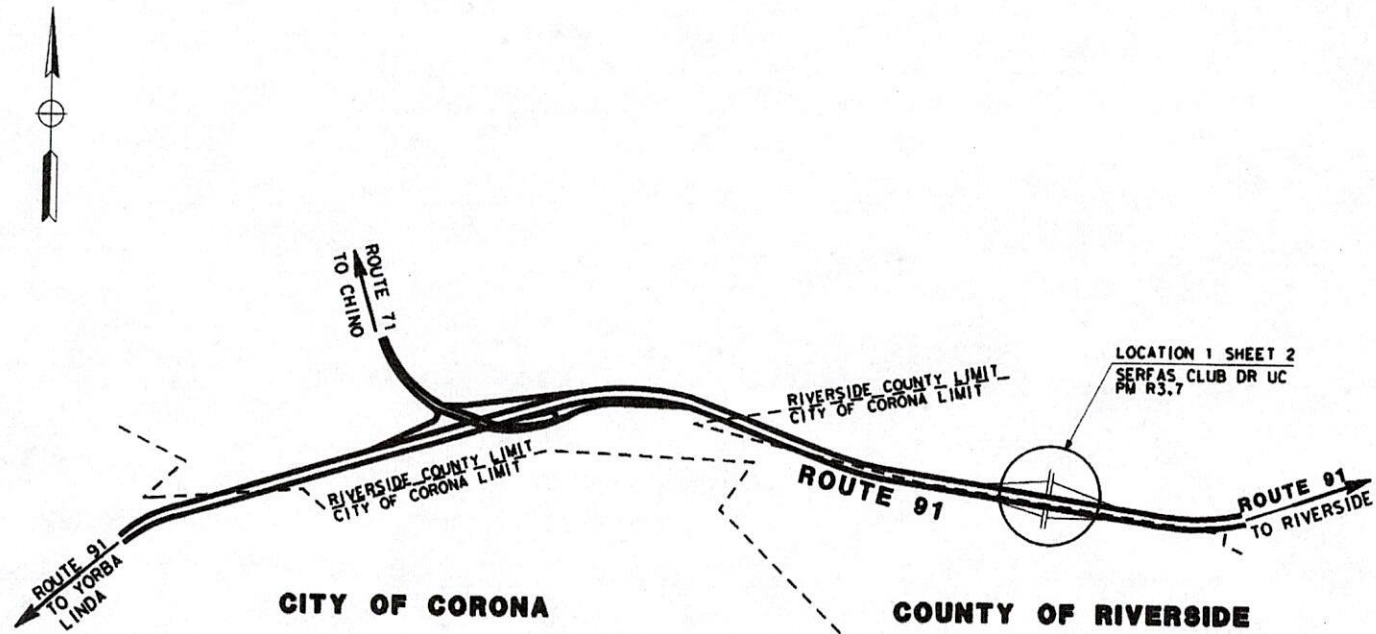
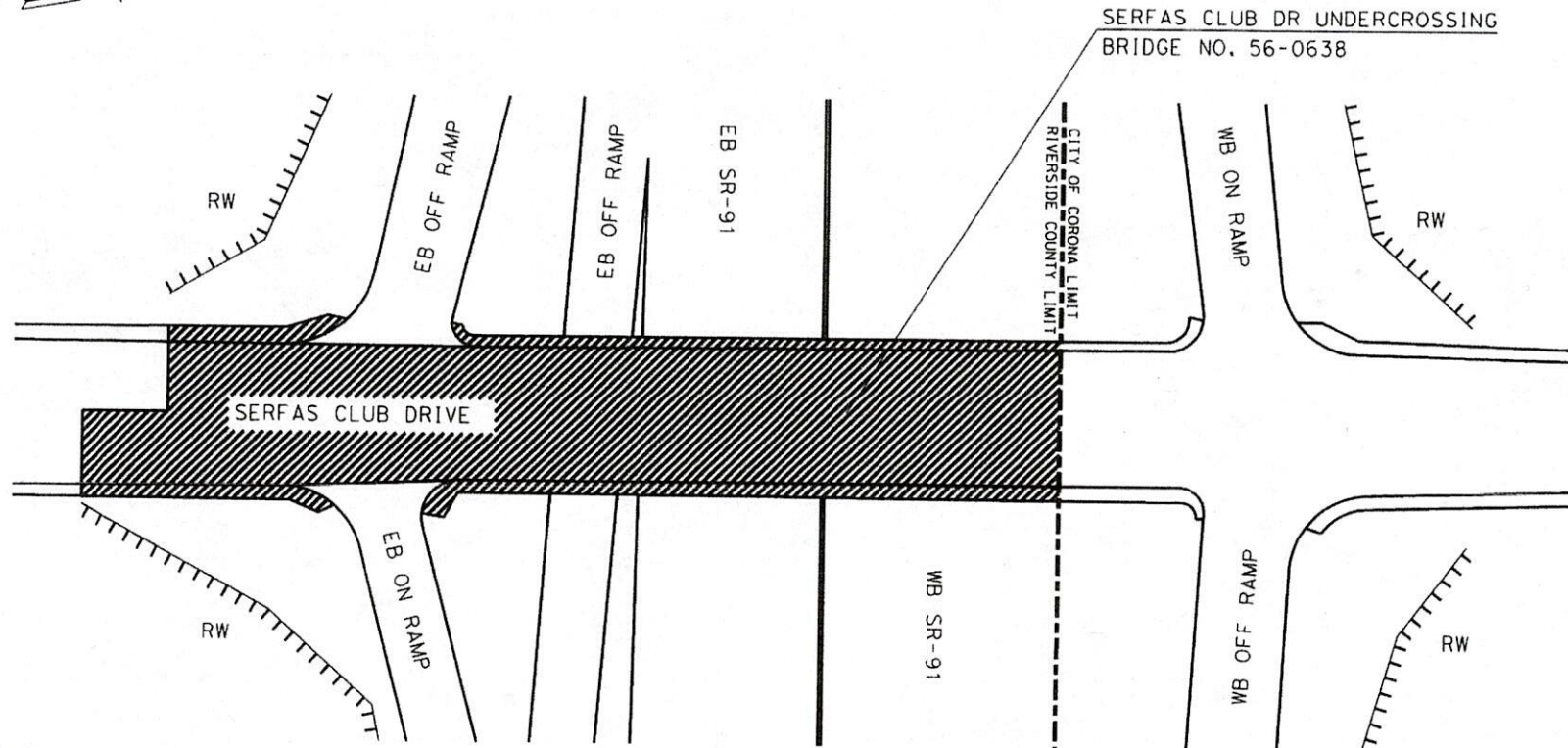





EXHIBIT "A"

NO SCALE

DIST	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	RIV	91	R3.7	2	2



LEGEND:

-  LOCAL ROAD SEGMENTS WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY COUNTY OF RIVERSIDE
-  CITY/COUNTY LIMIT
-  STATE R/W

LOCATION 1: SERFAS CLUB DR UNDERCROSSING

EXHIBIT "A"

NO SCALE

EXHIBIT "B"

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EXHIBIT "C"
INDIVIDUAL INFRASTRUCTURE ITEMS
TO BE
MAINTAINED BY CITY

Exhibit "C" includes:

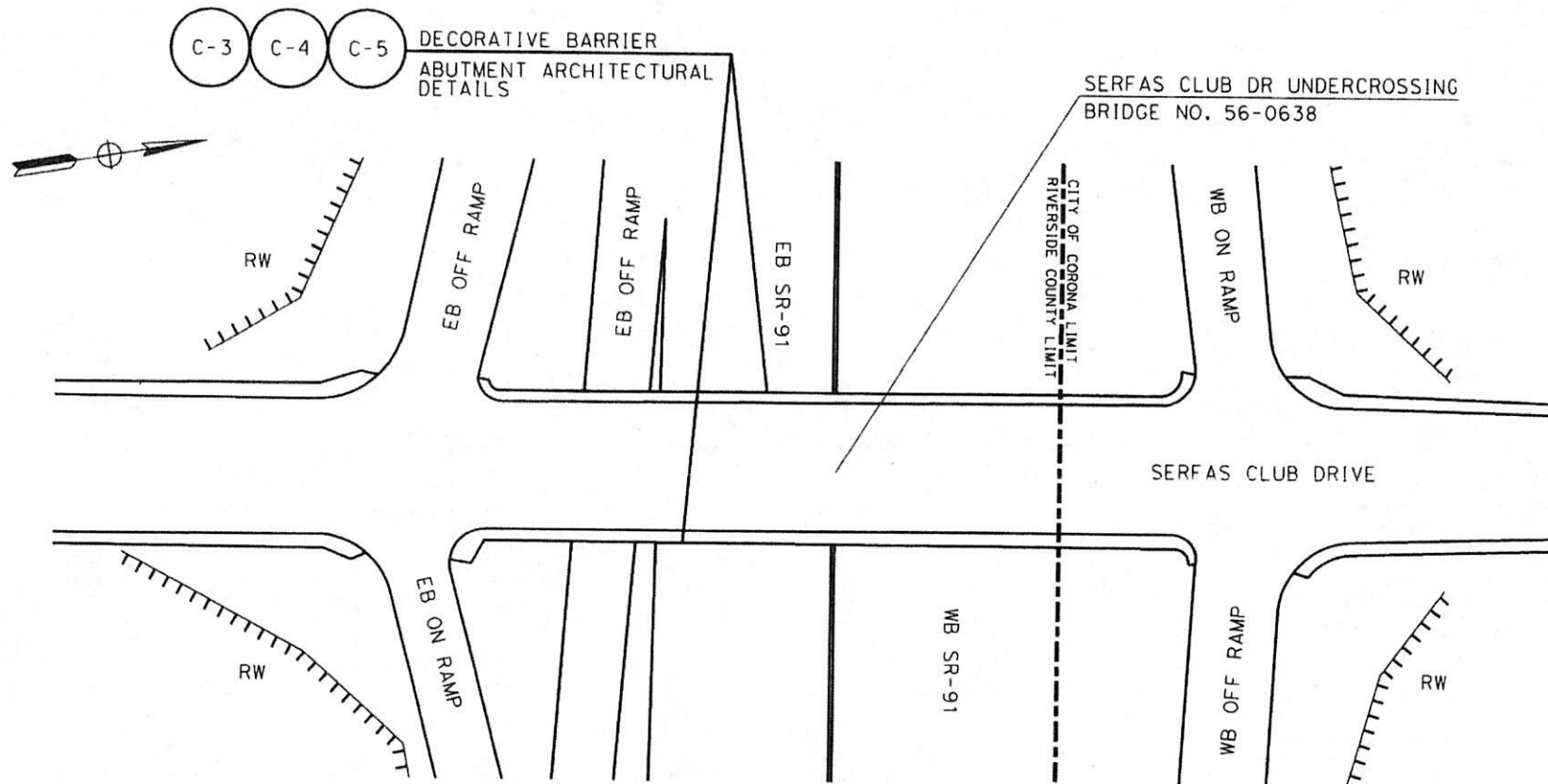
- Exhibit C-1 Serfas Club Drive Aesthetic Photo
- Exhibit C-2 Serfas Club Drive Aesthetic Overview
- Exhibit C-3 Abutment Architectural Details
- Exhibit C-4 Concrete Barrier Architectural Treatment
- Exhibit C-5 Concrete Barrier Architectural Details



SURFAS CLUB DRIVE UNDERCROSSING

EXHIBIT C-1
SHEET 1 OF 5

DIST	COUNTY	ROUTE	POST MILE
08	RIV	91	R3.7







AESTHETIC OVERVIEW

EXHIBIT C-2
SHEET 2 OF 5

NO SCALE



- | | |
|---|--|
|  | FLUSH WITH PANEL SURFACE,
SMOOTH FINISH |
|  | 1" RECESS, CHISELED LIMESTONE
PATTERN, Max 1" RECESS |
|  | 1" RECESS, EXPOSED AGGREGATE
PATTERN, Max 3/4" STONES |
|  | 1" RECESS, SMOOTH FINISH |

(47) Wall Mounted Lighting, see "Electrical Plans"

(d) Alternating Texture of Walnut Flin and Chiseled Limestone

A. For texture details, see "ARCHITECTURAL DETAILS No. 4" sheets.

- B. All exposed concrete surfaces shall be stained except for bridge soffits and decks. Stain shall read "1"-0" below FG, unless otherwise noted, the stain color shall be Gray (FS 36337).
- C. Center Chiseled Limestone 5' x 5' pattern horizontally. Align panels on closure wall with adjacent panels on ground anchor wall.
- D. Center artwork in vertical panel at abutment face. Top and bottom of vertical panel to line up with horizontal panels.
- F. Center wall mounted light in top smooth band.

DIST	COUNTY	ROUTE	TOTAL MILES	POTENTIAL PROJECT	SHEET #	TOTAL SHEETS
08	OTO	915		Var		

Russell A. Stewart
 REGISTERED CIVIL ENGINEER
 8-18
 DATE

PLANS APPROVAL DATE

The State of California and its officers or agents assume no liability for the accuracy or completeness of material shown on this plan sheet.

RTIC
 4080 LEMON STREET
 RIVERSIDE, CA 92501

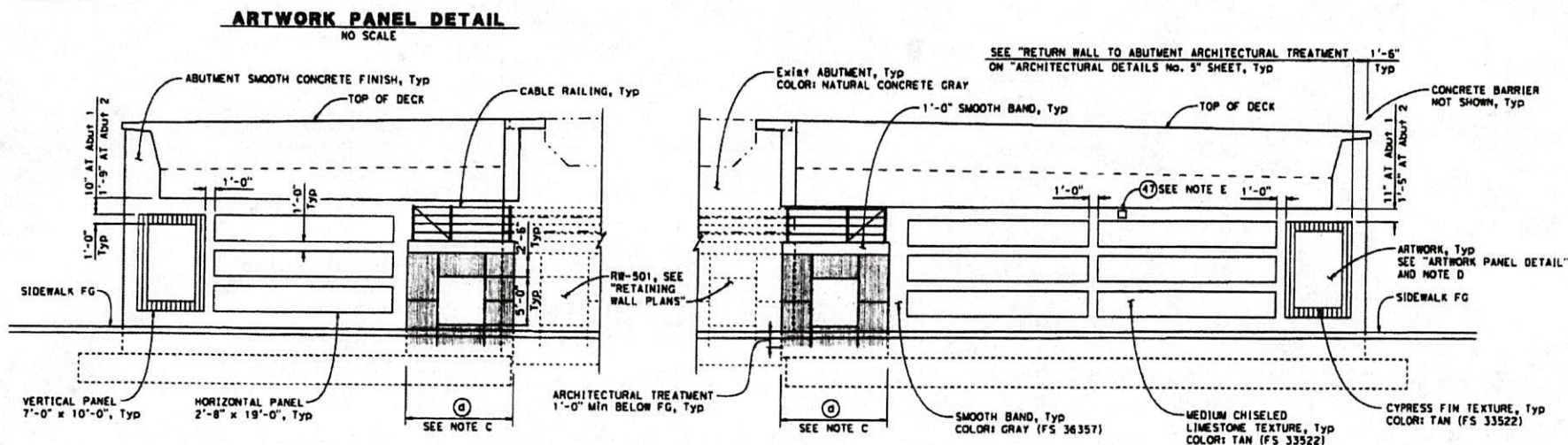
URS CORPORATION
 2870 GATEWAY OAKS DRIVE, SUITE 150
 SACRAMENTO, CA 95833-4308

Seal of the State of California, Professional Engineer, Russell A. Stewart, No. 82861, Exp. 8/2004, CIVIL.

**RELEASED FOR
CONSTRUCTION**

May 12, 2015

[Signature]
Atkinson/Walsh JV



ELEVATION - ABUTMENT

NO SCALE

Note: Abut 2 shown, Abut 1 similar.

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD
DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

DESIGN DETAIL SHEET
 4/11/2015
 SIGN OFF DATE
 DESIGN DETAIL SHEET (REV. 03/14/15)

DESIGN	BY M. Hossain
DETAILS	BY R. Lim / L. Davis
QUANTITIES	BY ...

**PREPARED FOR THE
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Syed Kazmi	PROJECT ENGINEER	56-0638	POST WILES
			R3.71

SERFAS DR UC (WIDEN)

ARCHITECTURAL DETAILS No. 1

BB-249

[illegible]

ABUTMENT ARCHITECTURAL DETAILS

EXHIBIT C-3
SHEET 3 OF 5

LEGEND:

- (a) Retaining Wall Pilaster Panel
- (b) Walnut Fin Texture
- (c) Return Wall to Abutment Transition Band
- (d) Alternating Texture of Walnut Fin and Chiseled Limestone

NOTES:

- A. For "DETAIL 1", see "ARCHITECTURAL DETAILS No. 4" sheet.
- B. For "DETAIL 3", see "ARCHITECTURAL DETAILS No. 5" sheet.
- C. For texture details, see "ARCHITECTURAL DETAILS No. 4" sheet.
- D. Distance "X" shall be 2'-0" Min and 4'-6" Max for barriers on both sides of the bridge.
- E. The location of the electrolier shown in the "Electrical Plans" shall be adjusted by ±5 feet to be placed between architectural treatment as shown.
- F. End of structure approach shall be aligned with edge of wall panels, as shown.
- G. All exposed concrete surfaces shall be stained except for bridge soffit and deck. Stain shall extend 1'-0" minimum below FG. Unless otherwise noted, the stain color shall be Gray (FS 36357).
- H. Align architectural treatment with E91 Maple Street Off-Ramp OC Bridge No. 56-08675.

DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL
12	CD	91	Var	41
08	HIV	91.15		

Russell A. Hunt
REGISTERED CIVIL ENGINEER
4-2-15
DATE

PLANS APPROVAL DATE

State of California or its officers or agents
shall not be responsible for the accuracy or
completeness of printed copies of this plan sheet.

RCIC
4080 LEMON STREET
RIVERSIDE, CA 92501

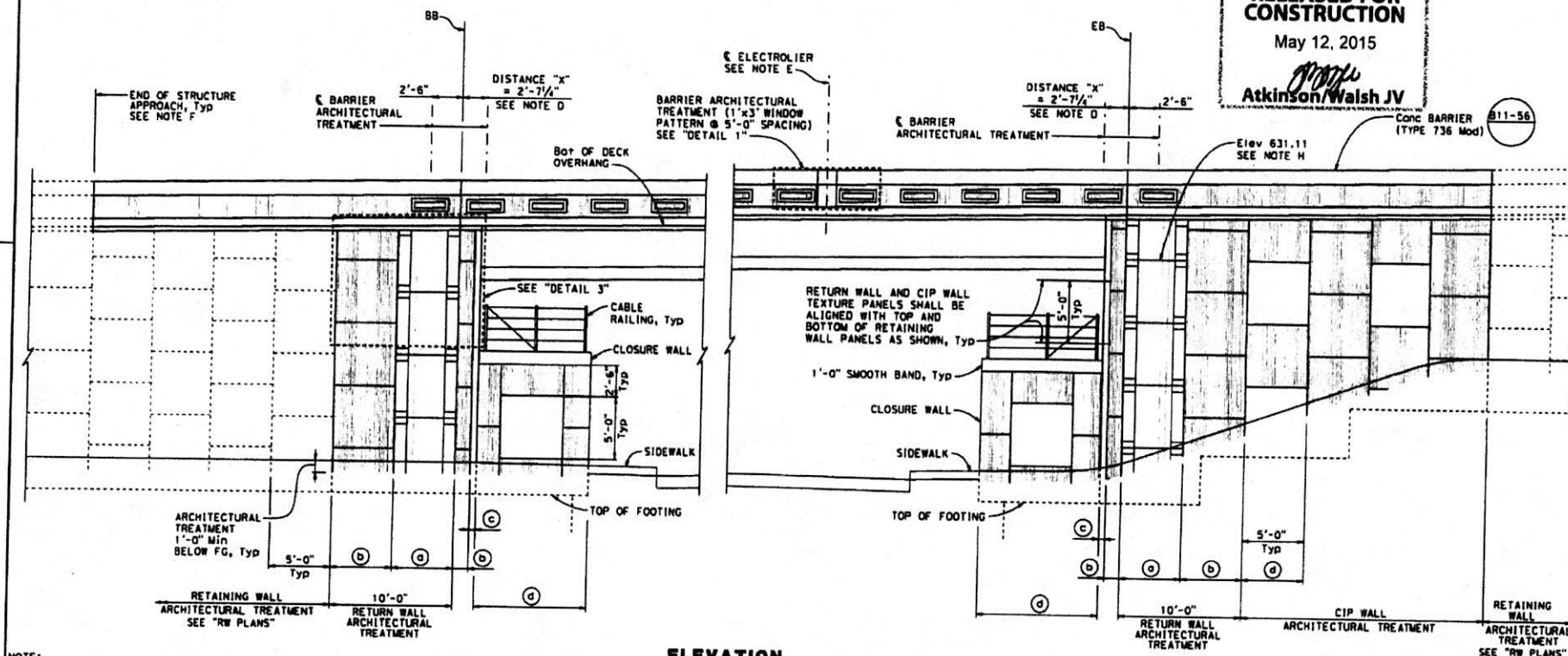
URS CORPORATION
2870 GATEWAY OAKS DRIVE, SUITE 150
SACRAMENTO, CA 95833-4308

RELEASED FOR CONSTRUCTION

May 12, 2015

Atkinson/Walsh JV

811-56



NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD
DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

Robert A. Hunt
DESIGNER
4/16/2015
DATE OF DATE

DESIGN	BY	DATE
DETAIL	BY	DATE
QUANTITIES	BY	DATE

**PREPARED FOR THE
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

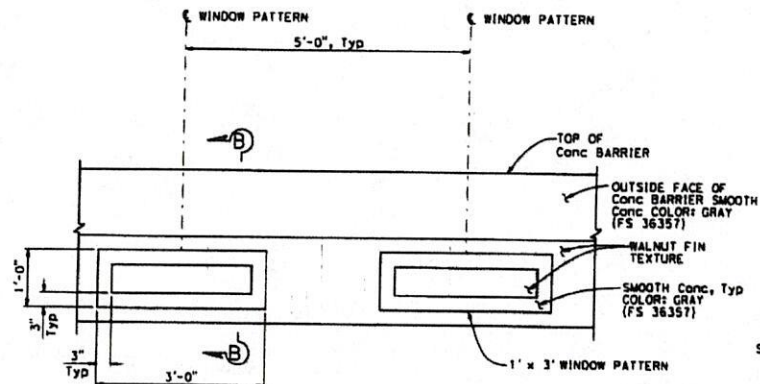
PROJECT ENGINEER	BRIDGE NO.
56-0838	
PROJECT NO.	
R3.71	

BR-849
SERFAS DR UC (WIDEN)
ARCHITECTURAL DETAILS No. 2

UNIT	2238	CONTRACT NO.	08-075404	DATE	4/16/2015	SHEET	29	OF	39
PROJECT NUMBER & PHASE	0800001361	FILE	08-0838-01-080702-01.dgn						

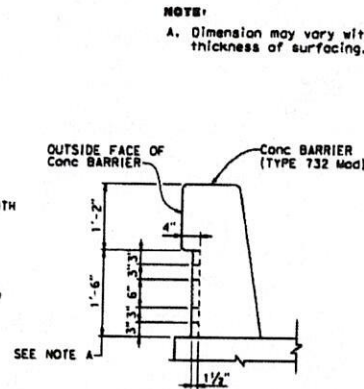
CONCRETE BARRIER ARCHITECTURAL TREATMENT

EXHIBIT C-4
SHEET 1 OF 5

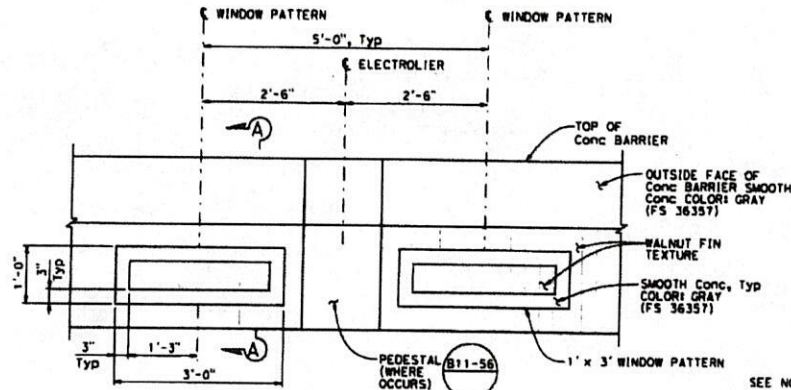


DETAIL 2

CONCRETE BARRIER (TYPE 732 Mod)
NO SCALE

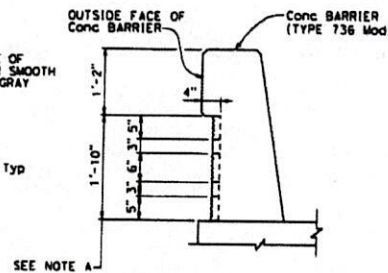


SECTION B-B



DETAIL 1

CONCRETE BARRIER (TYPE 736 Mod)
NO SCALE



SECTION A-A

NOTE:

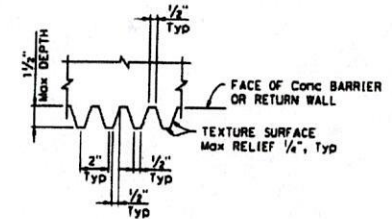
A. Dimension may vary with roadway cross slope and with certain thickness of surfacing.

RELEASED FOR CONSTRUCTION

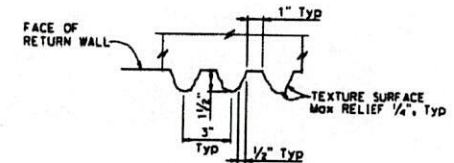
May 12, 2015

Atkinson/Walsh JV

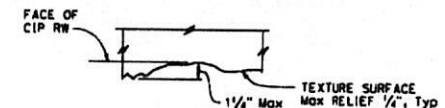
DIST	COUNTY	ROUTE	POST MILES	SHEET	TOTAL
12	000	91	91.15	Var	
<p>REGISTERED CIVIL ENGINEER <i>Russell A. Stewart</i> DATE: 4-7-15</p>					
<p>PLANS APPROVAL DATE: _____ The State of California or its officers or agents shall not be responsible for the accuracy or completeness of issued copies of this plan sheet.</p>					
<p>RCTC 4080 LEMON STREET RIVERSIDE, CA 92501 URS CORPORATION 2870 GATEWAY OAKS DRIVE, SUITE 150 SACRAMENTO, CA 95833-4308</p>					



WALNUT FIN TEXTURE DETAIL
NO SCALE
COLOR: GRAY (FS 36357)



CYPRESS FIN TEXTURE DETAIL
NO SCALE
COLOR: GRAY (FS 36357)



MEDIUM CHISELED LIMESTONE TEXTURE DETAIL
NO SCALE
COLOR: TAN (FS 33522)

NOTE:
THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

<p>DESIGNER: <i>R. L. Lin / L. Davis</i> DATE: 4/16/2015</p>		<p>DESIGNER: <i>R. L. Lin / L. Davis</i> DATE: 4/16/2015</p>		<p>PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION</p>		<p>PROJECT ENGINEER: <i>Syed Kazim</i> PROJECT NUMBER & PHASE: 00000001361 CONTRACT NO.: 08-0P5404</p>		<p>BR-849 SERFAS DR UC (WIDEN) ARCHITECTURAL DETAILS No. 4</p>	
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CONCRETE BARRIER ARCHITECTURAL DETAILS

EXHIBIT C-5
SHEET 5 OF 5