

**FREEWAY MAINTENANCE
AGREEMENT
WITH
COUNTY OF SAN BERNARDINO**

THIS AGREEMENT is made effective this _____ day of _____, 2019, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the County of San Bernardino, hereinafter referred to as “COUNTY” and collectively referred to as “PARTIES”.

SECTION I

RECITALS

1. WHEREAS, on August 21, 2012, 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) and Interstate 215 (I-215) 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; and
4. WHEREAS, pursuant to Section 8 of the above August 21, 2012, Freeway Agreement, COUNTY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed COUNTY roads, except for those portions adopted as a part of the freeway proper; and
5. WHEREAS, the COUNTY and STATE have previously executed a Freeway Maintenance Agreement dated September 8, 1986; and
6. WHEREAS, new improvements have been constructed within limits of this previously executed September 8, 1986, Freeway Maintenance Agreement, and the PARTIES desire to update and supersede portions of such previously executed Freeway Maintenance Agreement that are included in this Freeway Maintenance Agreement.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

1. PARTIES agree this Agreement shall supersede the portion of said Freeway Maintenance Agreement executed by PARTIES on September 8, 1986 that are included in this Freeway Maintenance Agreement.
2. COUNTY agrees to continue its control and maintenance of each of the affected relocated or reconstructed COUNTY 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 I-15 and I-215 Freeway proper as shown in Exhibit A.
4. COUNTY will assume sole maintenance responsibilities on individual infrastructure items as provided in Exhibit C attached and made a part of this Agreement by reference, as long as it is not in conflict with the terms of this Agreement. In case of a conflict, the terms of this Agreement shall prevail.
5. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise Exhibits A and 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, STATE will provide a new dated and revised Exhibit A and/or C which, will thereafter supersede the attached original Exhibit A and/or C and become part of this Agreement.
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 OVERCROSSINGS
 - 9.1. STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and pedestrian overcrossings of I-15 and I-215 below the deck wearing surface and any wearing surface treatment thereon.
 - 9.2. COUNTY will maintain, at COUNTY expense, the deck wearing surface and 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, including, but without limitation, lighting system, 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. As directed by section 92.6 of the Streets and Highways Code, at locations determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed. 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 entire structure of all STATE-constructed vehicular and pedestrian undercrossings of STATE freeways except as hereinafter provided.

- 10.2. COUNTY will maintain the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage system, lighting system and traffic service facilities that may be required for the benefit or control of traffic using that undercrossing.

- 10.3. 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.

11. 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.

12. 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.

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 I-15 and I-215 Freeway and COUNTY streets roads and

at ramp connections or I-15 and I-215 and COUNTY facilities shall be shared by the PARTIES in a separate Shared Cost Electrical Agreement. A separate "Shared Cost Electrical Agreement" may be executed in the future allocating these costs between the PARTIES.

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, 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.

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, 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.

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, 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.

17. PREVAILING WAGES:

- 17.1. Labor Code Compliance- If the work performed on this agreement 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 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 become effective on the date first shown on its face sheet 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.

PARTIES are empowered by Streets and Highways Code Sections 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.

COUNTY OF SAN BERNARDINO

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
CURT HAGMAN, Chairman
Board of Supervisors

LAURIE BERMAN
Director of Transportation

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

ATTEST:

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIRMAN OF
THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By: _____
Deputy

As to Form and Procedure:

As to Form and Procedure:

By: _____
Scott M. Runyan
Deputy County Counsel

By: _____
Attorney
Department of Transportation

EXHIBIT “A”

Plan map identifying the applicable I-15 and I-215 Freeway proper
and COUNTY road(s) and facilities

Dist	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	SBD	15 215	12.8/ R15.0 17.3/ 17.8	1	8

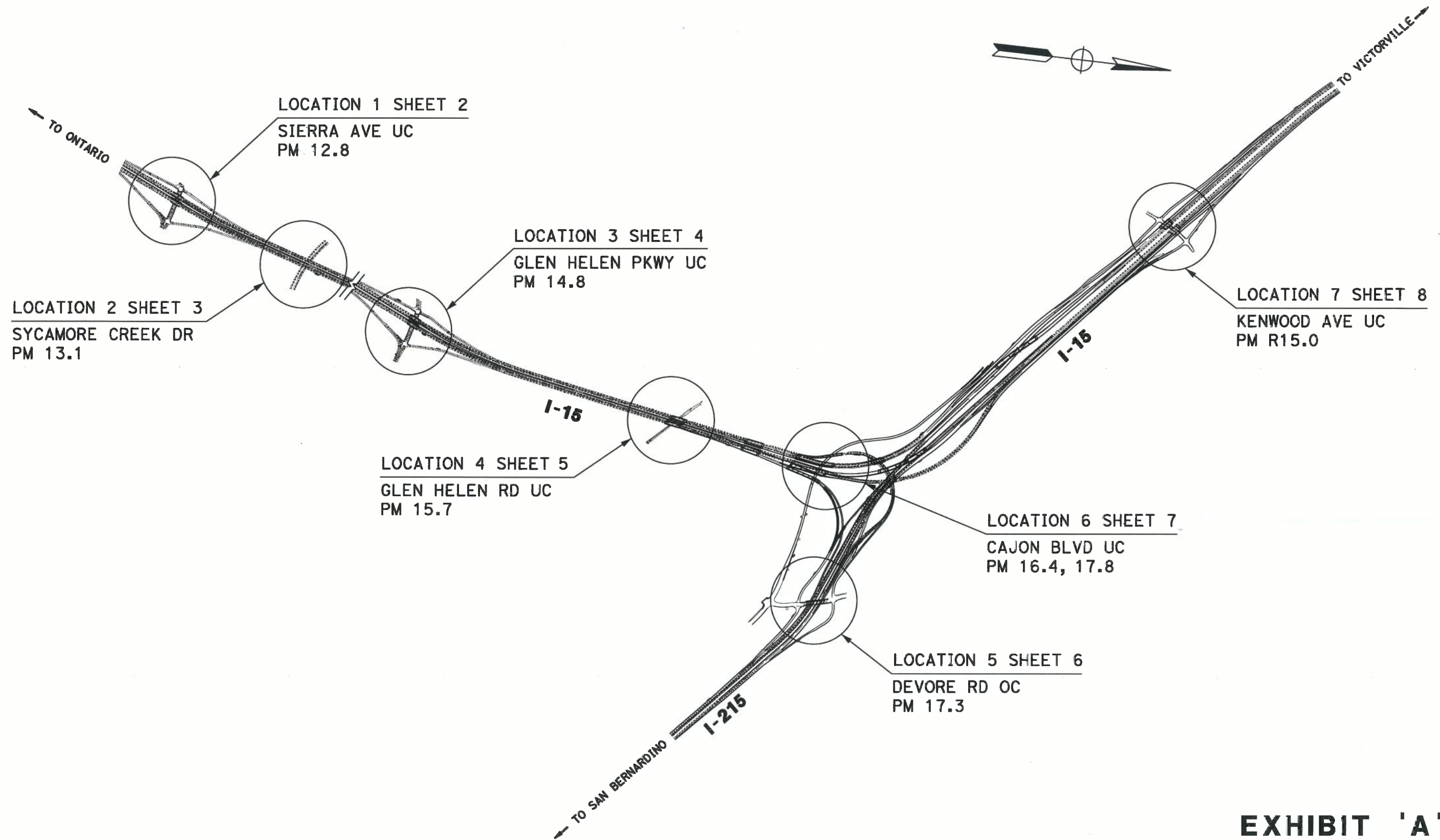
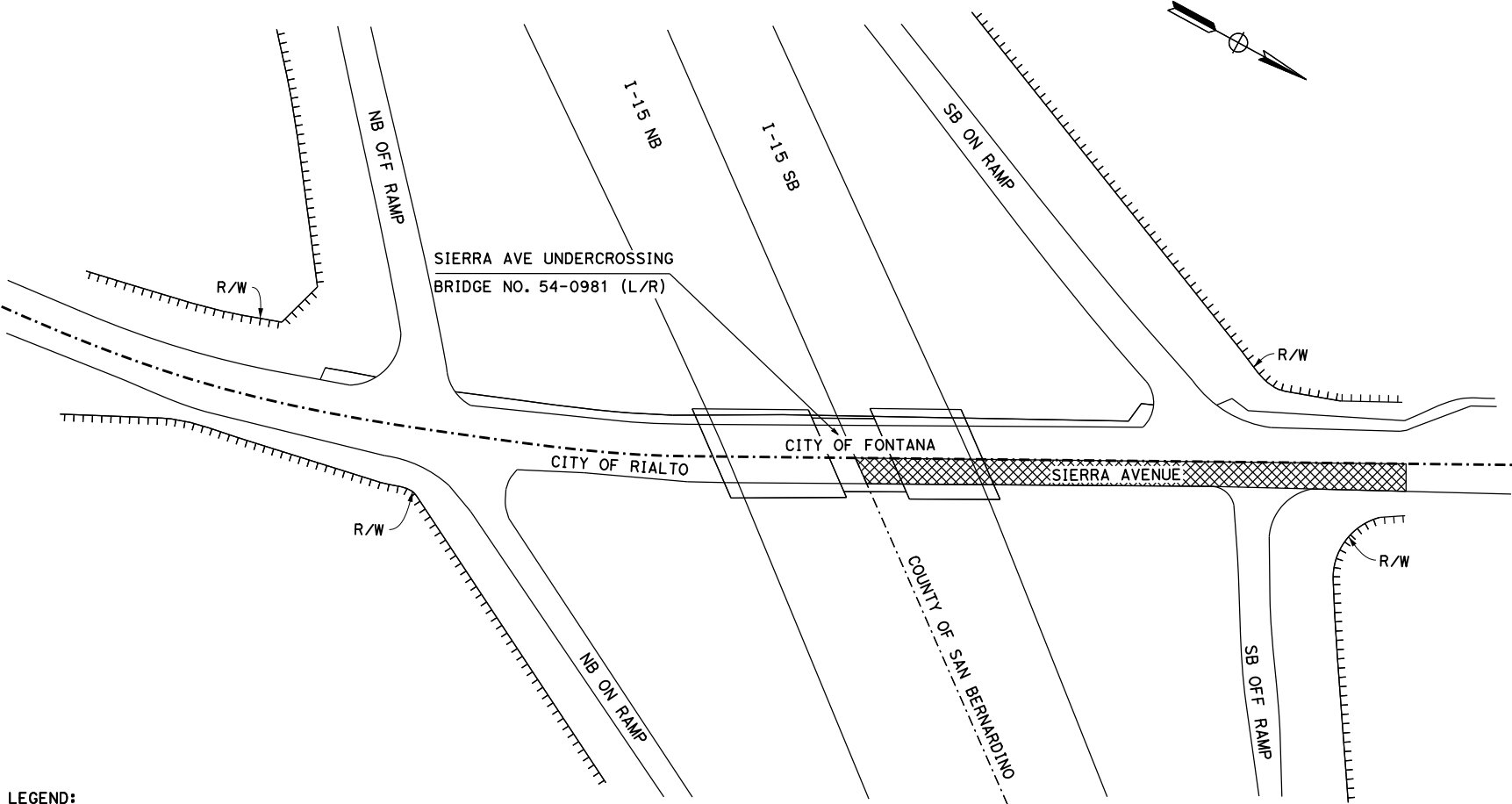


EXHIBIT 'A'
NO SCALE

Dist	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	SBD	15	12.8	2	8



LEGEND:



LOCAL ROAD SEGMENTS WITHIN FREEWAY
R/W LIMITS TO BE MAINTAINED BY COUNTY OF SAN BERNARDINO



STATE RW



CITY/COUNTY LIMITS

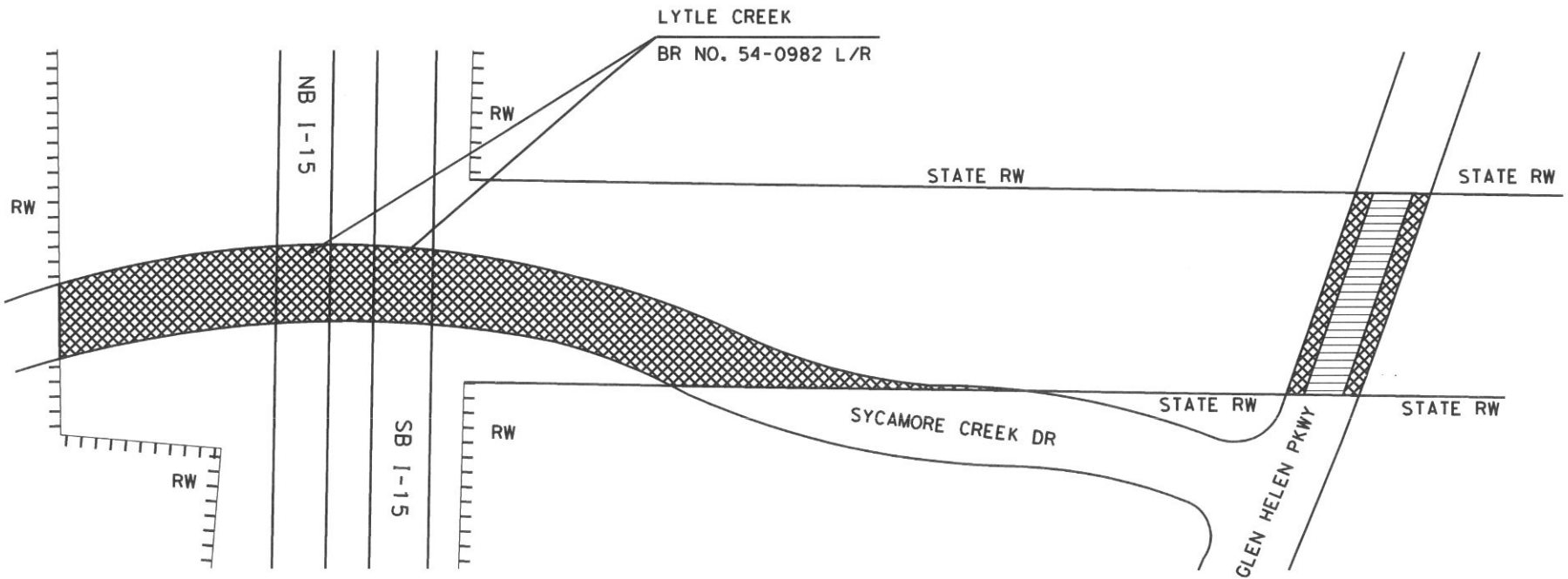
LOCATION:

SIERRA AVENUE UNDERCROSSING

EXHIBIT 'A'

NO SCALE

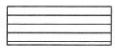
Dist	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	SBD	15	13.1	3	8



LEGEND:



LOCAL ROAD SEGMENTS WITHIN FREEWAY R/W LIMITS
TO BE MAINTAINED BY COUNTY OF SAN BERNARDINO



LOCAL ROAD SEGMENTS OWNED BY COUNTY OF SAN
BERNARDINO



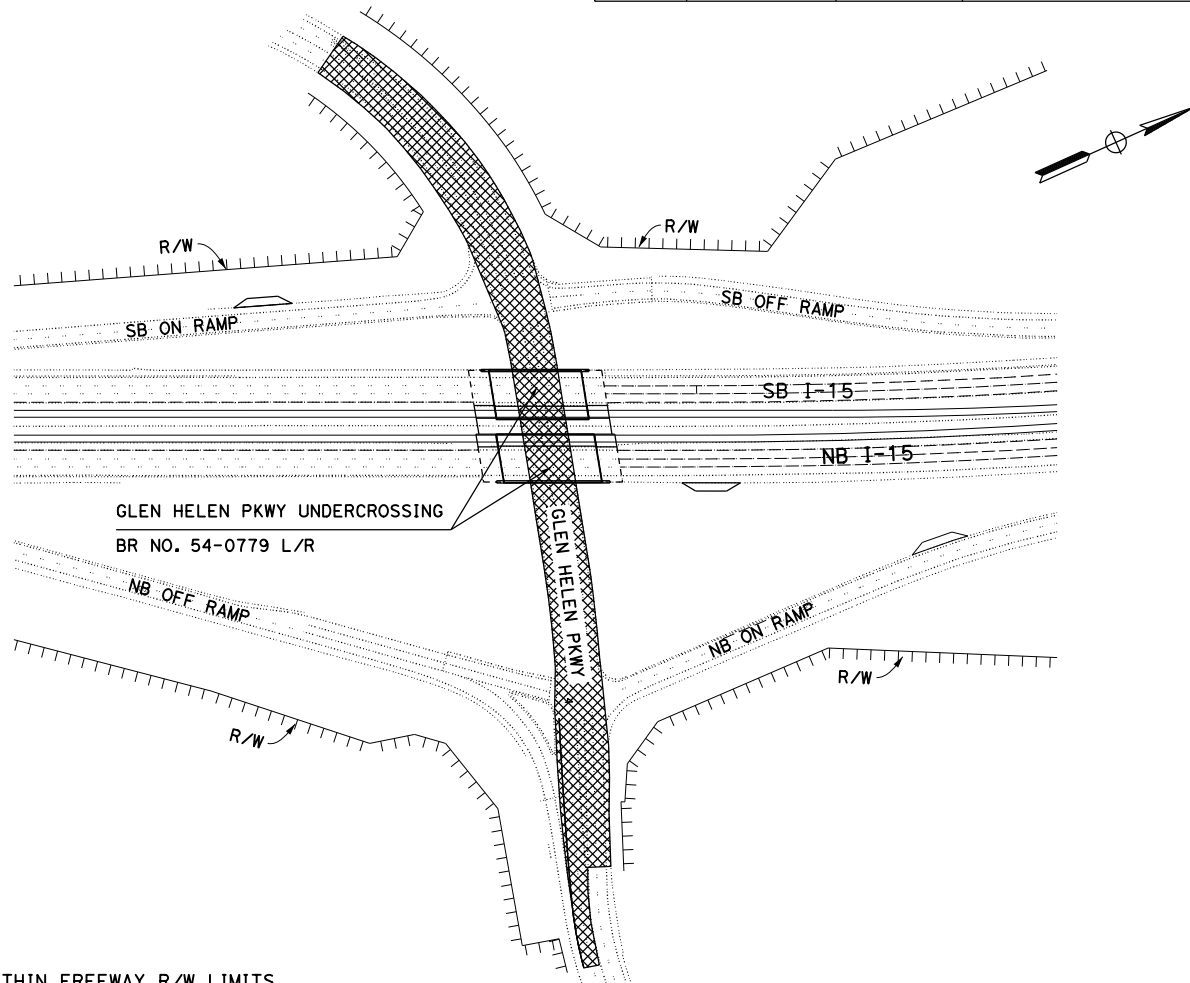
STATE R/W / ACCESS CONTROL

LOCATION: SYCAMORE CREEK DRIVE UNDERCROSSING

EXHIBIT 'A'

NO SCALE

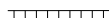
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08	SBD	15	14.8	4	8



LEGEND:



LOCAL ROAD SEGMENTS WITHIN FREEWAY R/W LIMITS
TO BE MAINTAINED BY COUNTY OF SAN BERNARDINO



STATE R/W

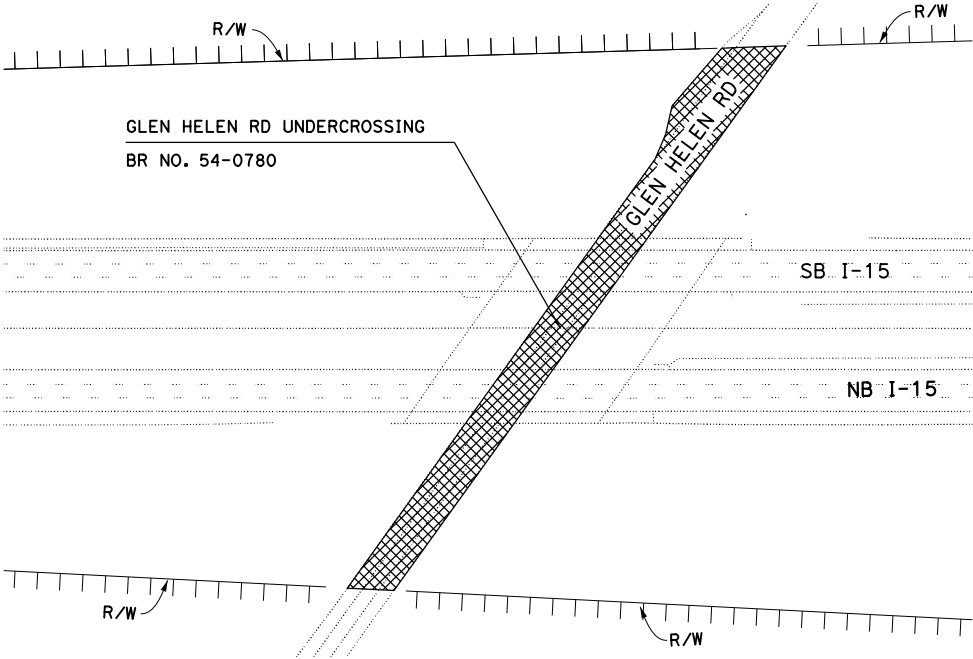
LOCATION:

GLEN HELEN PARKWAY UNDERCROSSING

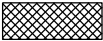

EXHIBIT 'A'

NO SCALE

Dist	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	SBD	15	15.7	5	8

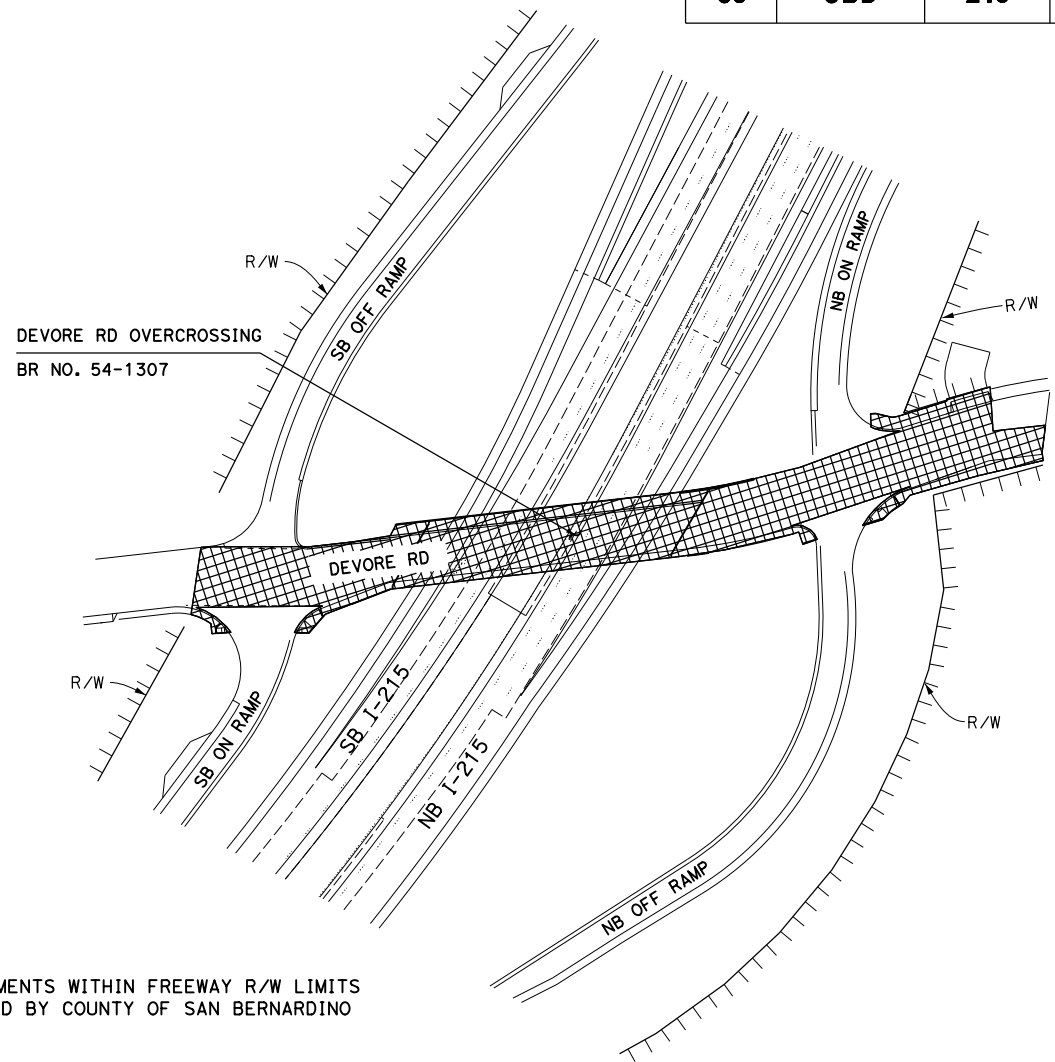


LEGEND:

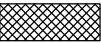
-  LOCAL ROAD SEGMENTS WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY COUNTY OF SAN BERNARDINO
-  STATE R/W

LOCATION: **GLEN HELEN ROAD UNDERCROSSING**

Dist	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	SBD	215	17.3	6	8



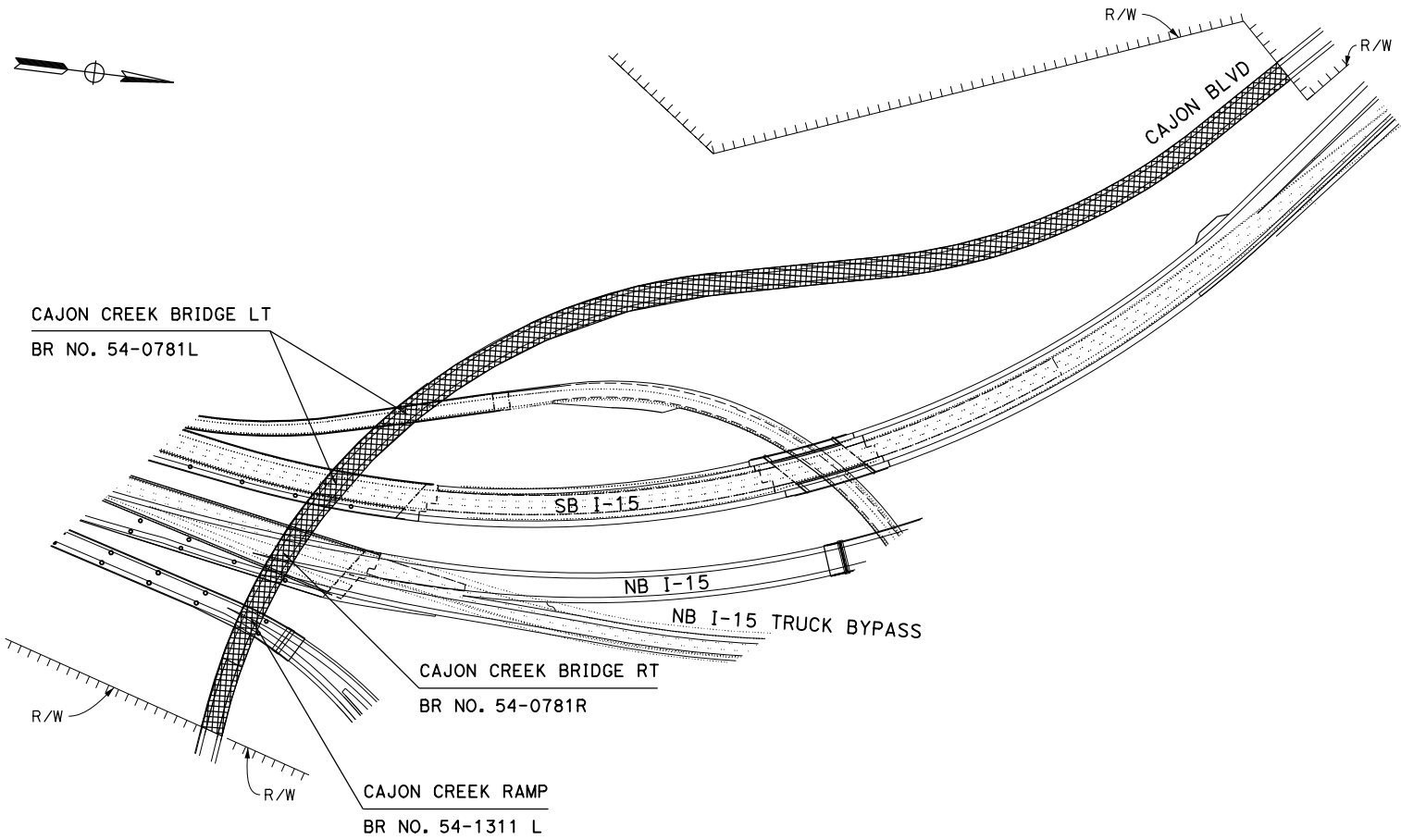
LEGEND:

 LOCAL ROAD SEGMENTS WITHIN FREEWAY R/W LIMITS
TO BE MAINTAINED BY COUNTY OF SAN BERNARDINO

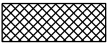
 STATE R/W

LOCATION: DEVORE ROAD OVERCROSSING

Dist	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	SBD	15, 215	16.4, 17.8	7	8



LEGEND:



LOCAL ROAD SEGMENTS WITHIN FREEWAY R/W LIMITS
TO BE MAINTAINED BY COUNTY OF SAN BERNARDINO



STATE R/W

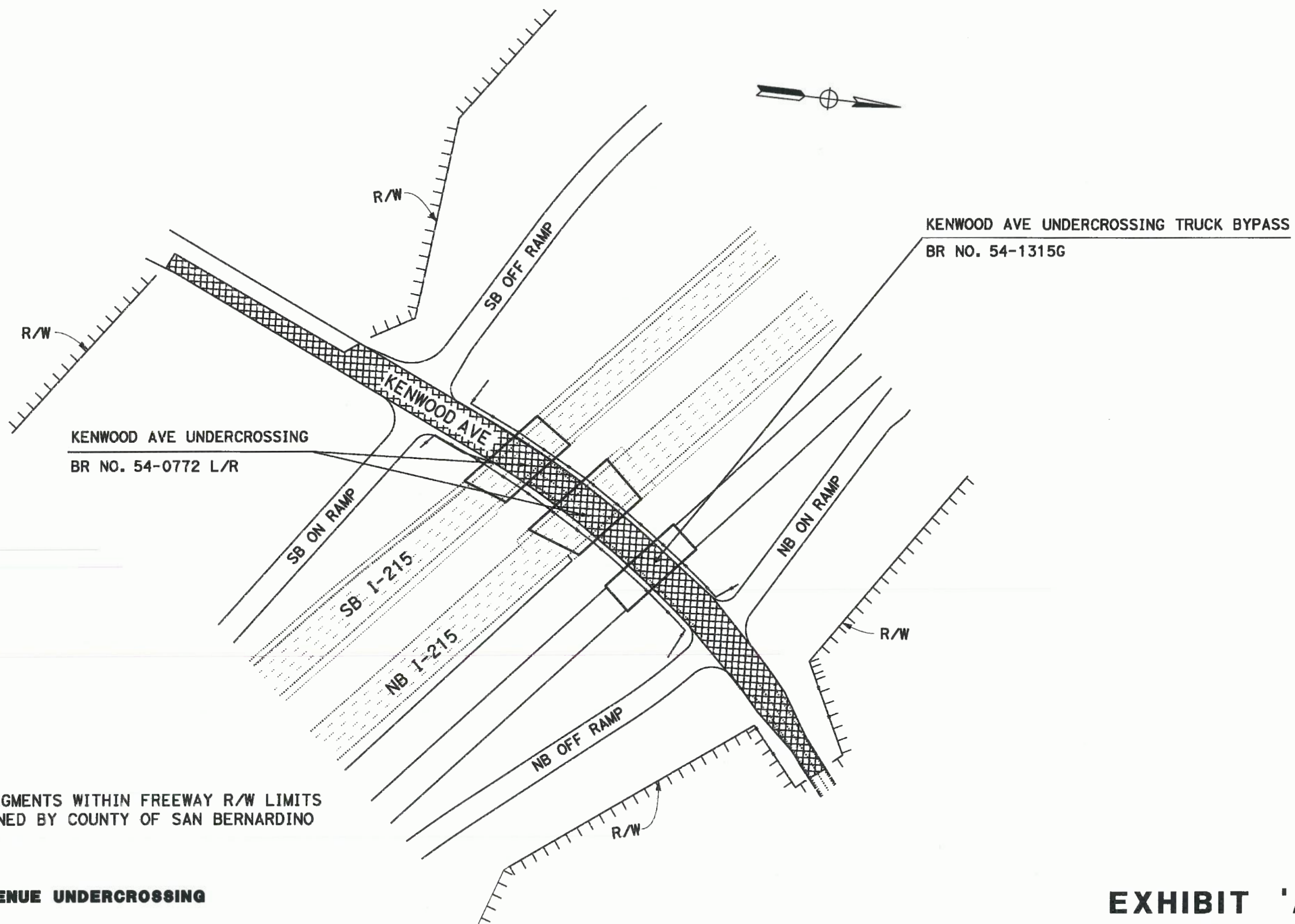
LOCATION:

CAJON BOULEVARD


EXHIBIT 'A'


NO SCALE

Dist	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	SBD	15	R15.0	8	8



LEGEND:

 LOCAL ROAD SEGMENTS WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY COUNTY OF SAN BERNARDINO

 STATE R/W

LOCATION: KENWOOD AVENUE UNDERCROSSING

EXHIBIT 'A'
NO SCALE

EXHIBIT “B”

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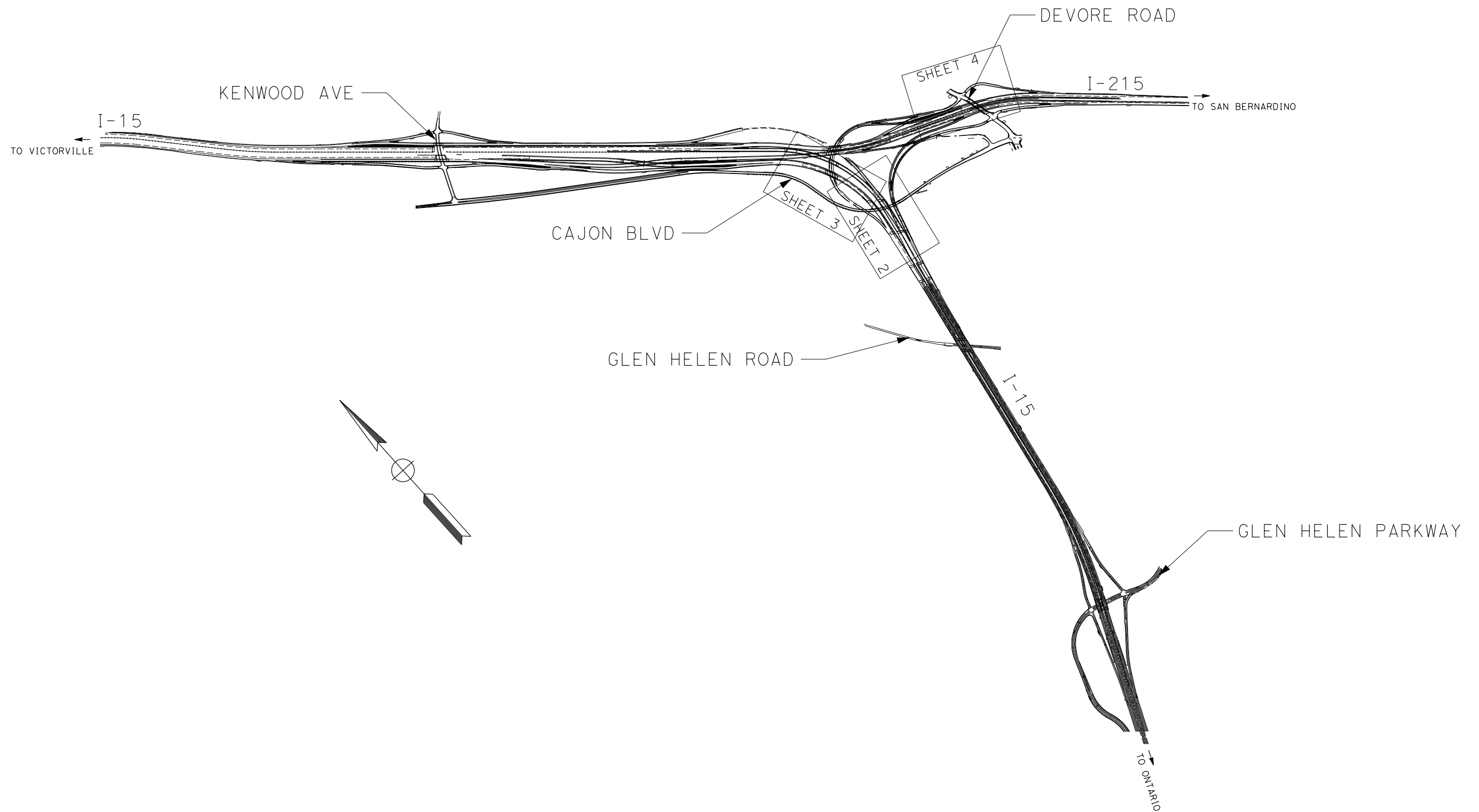
EXHIBIT "C"

INDIVIDUAL INFRASTRUCTURE ITEMS

TO BE

MAINTAINED BY COUNTY

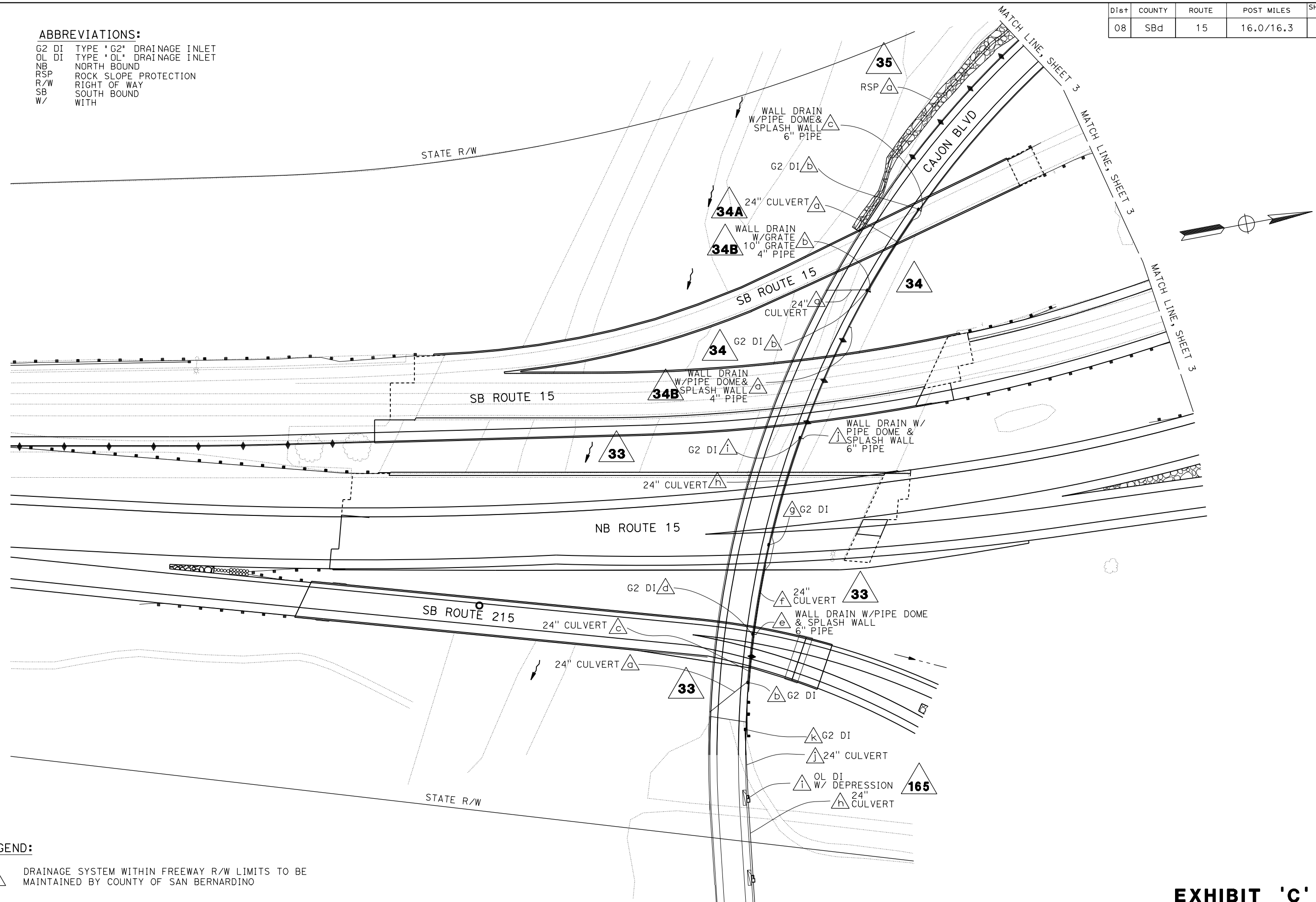
Dist	COUNTY	ROUTE	POST MILE	SHEET No.	TOTAL SHEETS
08	SBD	15 215	16.0/ R15.1, 17.1/ 17.6	1	4



ABBREVIATIONS:

G2 DI TYPE 'G2' DRAINAGE INLET
 OL DI TYPE 'OL' DRAINAGE INLET
 NB NORTH BOUND
 RSP ROCK SLOPE PROTECTION
 R/W RIGHT OF WAY
 SB SOUTH BOUND
 W/ WITH

Dist	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
08	SBd	15	16.0/16.3	2	4



LEGEND:

DRAINAGE SYSTEM WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY COUNTY OF SAN BERNARDINO

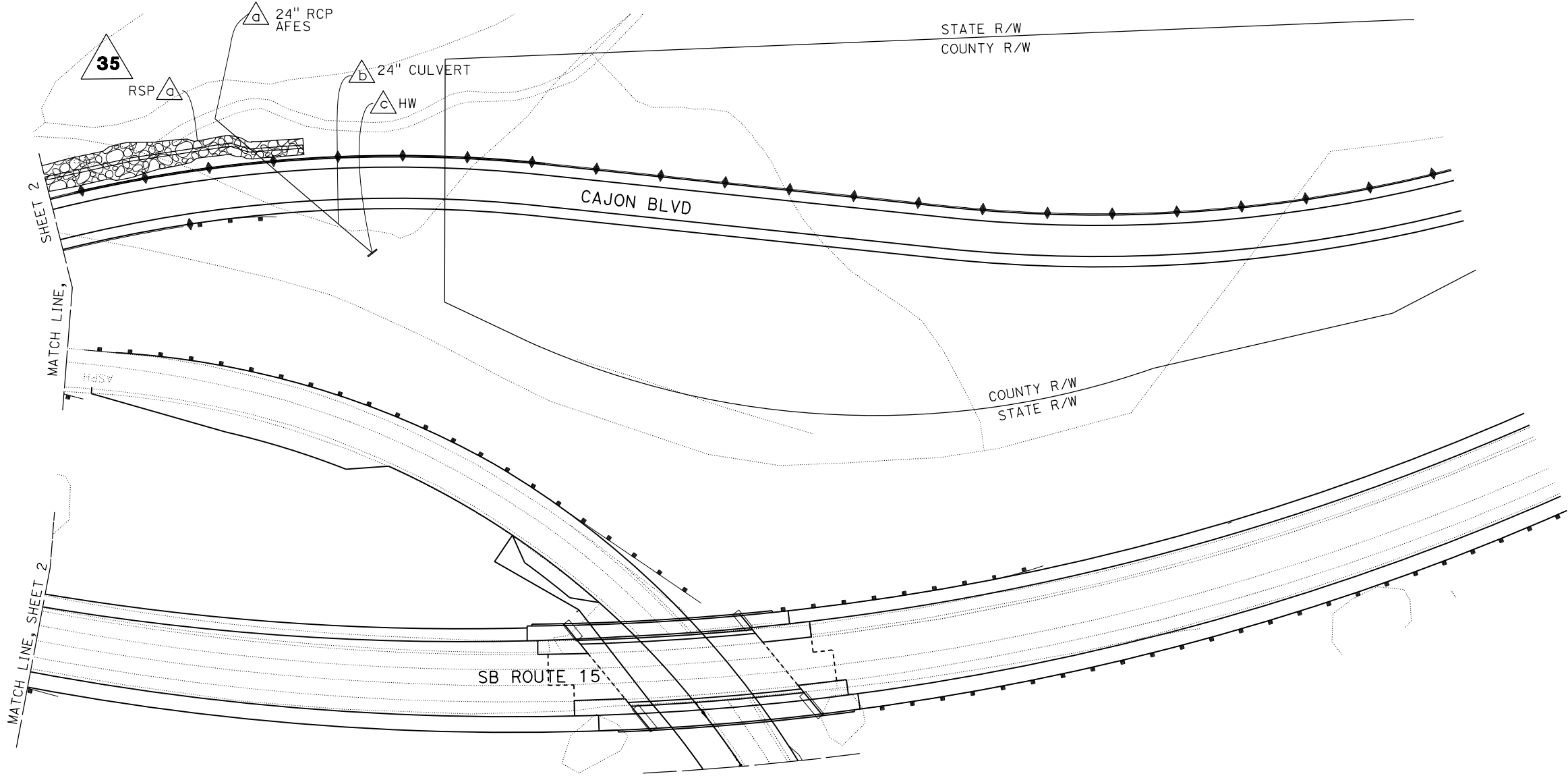
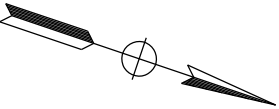
EXHIBIT 'C'

NO SCALE

SHEET 2 OF 4

Dist	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
08	SBd	15	16.2/R13.9	3	4

ABBREVIATIONS:
AFES ALTERNATIVE FLARED END SECTION
HW HEADWALL
RCP REINFORCED CONCRETE PIPE
RSP ROCK SLOPE PROTECTION
R/W RIGHT OF WAY
SB SOUTH BOUND



LEGEND:
 DRAINAGE SYSTEM WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY COUNTY OF SAN BERNARDINO

NO SCALE

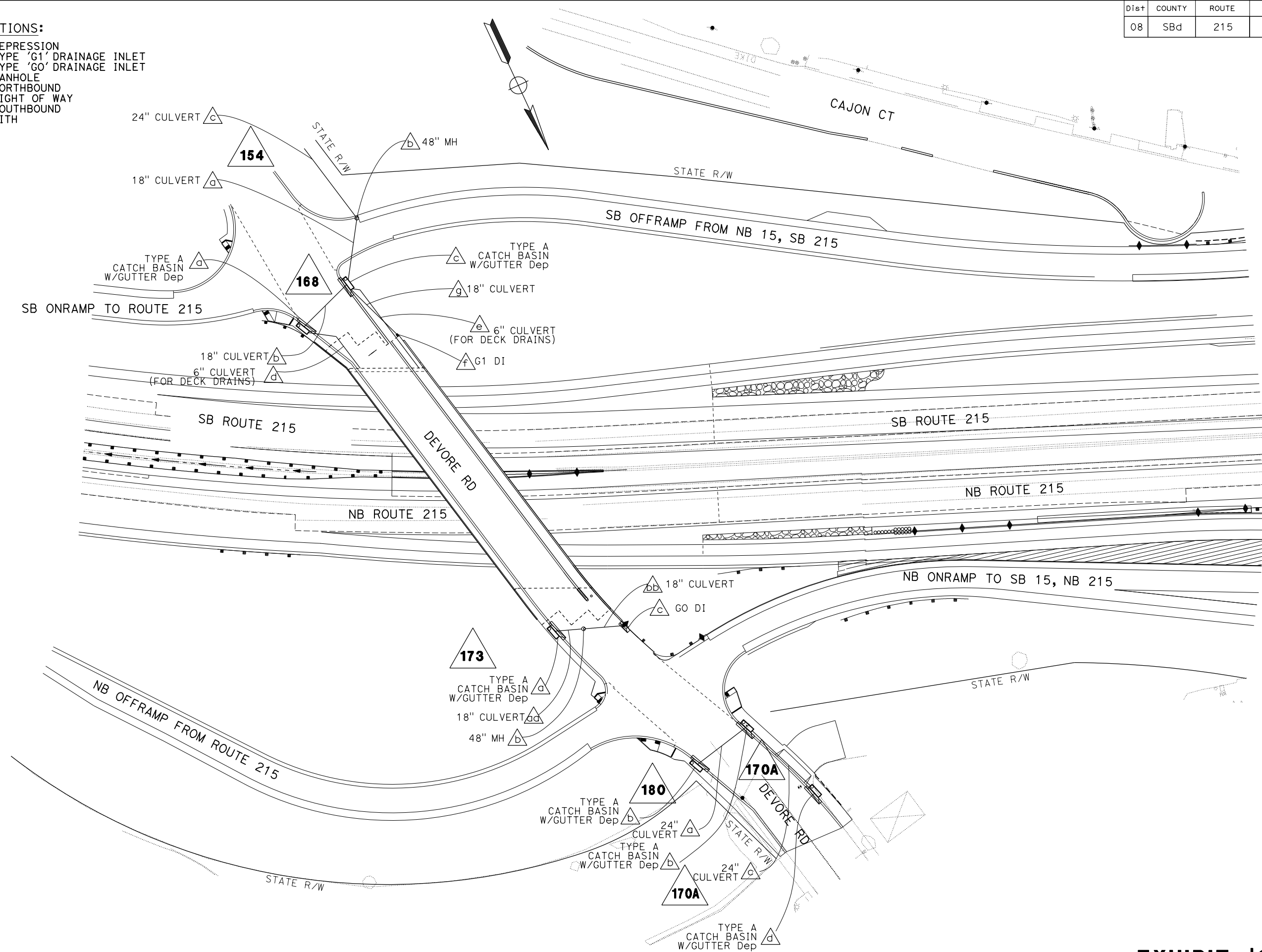
EXHIBIT 'C'

SHEET 3 OF 4

Dist	COUNTY	ROUTE	POST MILES	SHEET No.	TOTAL SHEETS
08	SBd	215	17.2/17.5	4	4

ABBREVIATIONS:

Dep	DEPRESSION
G1 DI	TYPE 'G1' DRAINAGE INLET
GO DI	TYPE 'GO' DRAINAGE INLET
MH	MANHOLE
NB	NORTHBOUND
R/W	RIGHT OF WAY
SB	SOUTHBOUND
W/	WITH



LEGEND:

	DRAINAGE SYSTEM WITHIN FREEWAY R/W LIMITS TO BE MAINTAINED BY COUNTY OF SAN BERNARDINO
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NO SCALE

EXHIBIT 'C'
SHEET 4 OF 4