

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of December 5, 2006**

AGENDA TITLE: State of California (Caltrans) – Freeway Maintenance Agreement related to U.S. Highway 50/Missouri Flat Road Phase I Interchange Project (County AGMT 06-1299; Caltrans Agreement 03-ED-50 PM 15.6)

DEPARTMENT: Transportation

DEPT SIGNOFF:

CAO USE ONLY:

CONTACT: Elizabeth B. Diamond/Adam Bane

DATE: 11/14/06

PHONE: 5982/5983

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The Department of Transportation (Department) recommends the Board of Supervisors:

Approve and authorize the Board Chairman to sign the Caltrans Freeway Maintenance Agreement between Caltrans and El Dorado County defining the maintenance responsibilities for the U.S Highway 50/Missouri Flat Road Phase I Interchange Improvement Project. (County AGMT 06-1299; Caltrans Agreement No. 03-ED-50 PM 15.6).

CAO RECOMMENDATIONS:

Financial impact? () Yes (X) No

Funding Source: () Gen Fund () Other

BUDGET SUMMARY:

Other:

Total Est. Cost _____

CAO Office Use Only:

Funding

4/5's Vote Required () Yes () No

Budgeted _____

Change in Policy () Yes () No

New Funding _____

New Personnel () Yes () No

Savings _____

CONCURRENCES:

Other _____

Risk Management _____

Total Funding _____

County Counsel _____

Change in Net County Cost _____

Other _____

***Explain**

BOARD ACTIONS:

Vote: Unanimous _____ Or

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Ayes:

Date: _____

Noes:

Abstentions:

Attest: Cindy Keck, Board of Supervisors Clerk

Absent:

By: _____



MAINTENANCE DIVISION:
2441 Headington Road
Placerville CA 95667
Phone: (530) 642-4909
Fax: (530) 642-9238

RICHARD W. SHEPARD, P.E.
Director of Transportation

Internet Web Site:
<http://co.el-dorado.ca.us/dot>

MAIN OFFICE:
2850 Fairlane Court
Placerville CA 95667
Phone: (530) 621-5900
Fax: (530) 626-0387



November 9, 2006

Board of Supervisors
330 Fair Lane
Placerville, California 95667

Title: State of California (Caltrans) – Freeway Maintenance Agreement related to U.S.Highway50/Missouri Flat Road Phase IA Interchange Project (County AGMT 06-1299; Caltrans Agreement 03-ED- 50 PM 15.6)

Meeting Date: December 5, 2006

District/Supervisor: District 3, Supervisor Sweeney

Dear Members of the Board:

Recommendation:

The Department of Transportation (Department) recommends the Board of Supervisors:

Approve and authorize the Board Chairman to sign the Caltrans Freeway Maintenance Agreement between Caltrans and El Dorado County defining the maintenance responsibilities for the U.S Highway 50/Missouri Flat Road Phase I Interchange Improvement Project. (County AGMT 06-1299; Caltrans Agreement No. 03-ED- 50 PM 15.6).

Reason for Recommendation:

A Freeway Maintenance Agreement currently exists between the County and Caltrans for the existing Missouri Flat Road Interchange which was executed on March 20, 1967. That Agreement defined the maintenance responsibilities between the County and Caltrans for the roadways, structures and landscape areas of the interchange. As the County and Caltrans have entered into a Cooperative Agreement to make improvements to the Interchange, Caltrans requires that a new Freeway Maintenance Agreement be executed to reflect the modifications to the Interchange.

The Department of Transportation is recommending approval and execution of this Agreement between Caltrans and El Dorado County to clarify the division of maintenance responsibility as to separation structures, County Roads or portions thereof, and landscaped areas within the highway limits. It supplements, but does not otherwise modify or displace, the prior Freeway Maintenance Agreement executed on March 20, 1967.

This Agreement was prepared by Caltrans consistent with their policies and procedures regarding locally advanced projects within the State Right-Of-Way

Pursuant to the El Dorado County Charter, section 210b (6), the County may enter into any contract or agreement in cases where the Agreement is with or among any other governmental entities or agencies.

In accordance with the Feasibility Analysis, the Department is not required to notify an employees' association regarding this Agreement.

Fiscal Impact:

Executing the agreement has no direct fiscal impact. The terms of the agreement are consistent with the existing maintenance agreement already in place for this interchange.

Net County Cost:

There is no cost to the County's General Fund.

Action to be Taken Following Approval:

1. The Board Chairman will sign four originals of the Cooperative Agreement (County AGMT 06-1299; Caltrans Agreement No. 03-ED- 50 PM 15.6), pending County Counsel review.
2. The Board Clerk will forward four originals of the executed Agreement to the Department to send to Caltrans for their review, approval, and signature.
3. A fully executed original Agreement will be returned to the Board Clerk for filing.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard W. Shepard". The signature is fluid and cursive, with a large loop at the end.

Richard W. Shepard, P.E.
Director of Transportation

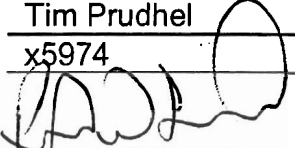
RWS: ED:mdp

Attachments

CONTRACT ROUTING SHEET

2006 OCT 1 PM 3:36
El Dorado County Counsel
Richard Shepard

PROCESSING DEPARTMENT:

Department: _____
Dept. Contact: Transportation
Phone: Tim Prudhel
Department Head: x5974
Signature: 
Richard w. Shepard, P.E.
Director of Transportation

CONTRACTOR:

Name: California Department of Transportation
Address: 703 B Street
Marysville, CA 95901
Phone: 530-741-5116

CONTRACTING DEPARTMENT: Transportation

Compliance with Human Resources requirements? Yes: N/A No: _____
Compliance verified by: N/A - Caltrans Freeway Maintenance Agreement

COUNTY COUNSEL: (must approve all contracts and MOUs)

Approved: Conrad Disapproved: _____ Date: 11/14/06 By: Tush Beck
Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved as to form of change to one letter as marked

*Revisions made as indicated
D.R. Ewert
11/16/06*

Please forward to Risk Management upon approval.

ASSIGNMENT

DATE 10/8/06

ATTORNEY TUSH & CONRAD

DEPT INDEX NO. 00050

Index Code: 305100 User Code: 71317P

RISK MANAGEMENT: (All contracts and MOUs except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 11/14/06 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

11/21 Note: Attached agreement was revised by Caltrans after Tush's sign-off. DOT OK with changes and will meet with County Counsel Monday 11/28

NOV 14 2006

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract).

Department(s): _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

*to renew. [Signature]
Caltrans will then provide originals*

FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into effective in duplicate this _____, day of _____, 2006, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE," and the County of El Dorado hereinafter referred to as "COUNTY,"

WHEREAS, on December 13, 1965, a prior Freeway Agreement was executed between the County of El Dorado and STATE wherein the County agreed and consented to certain adjustments of the County road system required for the development of portions of State Highway Route 50 within the limits of the County as a freeway; and

WHEREAS, County of El Dorado and STATE have entered into an agreement to conduct a Project to modify the State Highway Route 50 and Missouri Flat Road Interchange in accordance with Cooperative Agreement 03-0337 dated, August 15, 2006; and

WHEREAS, said freeway Overcrossing has now been completed or is nearing completion, and the parties hereto mutually desire to clarify the division of maintenance responsibility as to separation structures, COUNTY Roads or portions thereof, and landscaped areas within said freeway limits.

NOW THEREFORE, IT IS AGREED:

1. This Agreement supplements, but does not otherwise modify or displace, the prior Freeway Maintenance Agreement executed on March 20, 1967, with respect to the Freeway Section modified by this project as shown in the attached Exhibit "A".
2. When a planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which affects the parties division of Maintenance, STATE will provide a new dated and revised Exhibit "A", which, when executed by COUNTY, will supersede the attached current original Exhibit "A" and will become part of this Agreement.
3. **VEHICULAR OVERCROSSINGS**
STATE will maintain, at STATE expense, the entire structure below the deck surface except as hereinafter provided. COUNTY will maintain, at COUNTY expense, the deck and/or surfacing and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface. COUNTY will also maintain all portions of the structure above the bridge deck, as above specified, including lighting installations, as well as all traffic service facilities (signals, signs, pavement markings, rails, etc.) that may be required for the benefit or control of COUNTY street traffic.
At such locations, as shall be determined by STATE, screening shall be placed by STATE at its sole expense on State freeway overpasses on which pedestrians are allowed (as directed by Sect. 92.6 of the Streets and Highways Code). All screens installed under this program will be maintained by STATE at COUNTY's expense.
4. **VEHICULAR UNDERCROSSING**
STATE will maintain the structure proper. The roadway section, 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 COUNTY street traffic will be maintained by COUNTY.

COUNTY will inform the State District Transportation Permit Engineer and obtain 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 will be provided to the State District Transportation Permit Engineer prior to starting work. Upon completion of the work, a clearance diagram will be furnished to the State District 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.

5. PEDESTRIAN OVERCROSSING

STATE will maintain, at STATE expense, the entire structure below the top of the concrete deck surface, exclusive of any surface treatment thereon. COUNTY will maintain, at COUNTY expense, the top of the concrete deck surface, together with any surface treatment thereon, and all portions of the structure above the concrete deck surface, EXCEPT SCREENING which will be maintained by STATE at COUNTY expense, and shall perform such other work as may be necessary to ensure an impervious and otherwise suitable surface. COUNTY will also maintain all lighting and traffic service facilities provided for the benefit or control of pedestrian traffic, and will be responsible for all cleaning and painting as required to keep the structure free of debris and graffiti.

6. PEDESTRIAN UNDERCROSSING

STATE will maintain the structure from a structural standpoint. COUNTY will maintain all drainage and lighting installations and will be responsible for all cleaning and painting as may be required to keep the structure free of debris and graffiti.

7. SOUND WALLS

If there is any responsibility for cleaning and painting to keep COUNTY's side of soundwall free of debris and graffiti, it shall lie with COUNTY and not with STATE, while STATE will be responsible for debris and graffiti on the freeway side of the soundwall.

8. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES

If there is any responsibility for maintenance of any plantings or other types of roadside development lying outside of the right of way area reserved for freeway use, that responsibility shall lie with COUNTY and not with STATE.

9. VISUAL BARRIERS

COUNTY will maintain, at COUNTY expense, visual barriers that are installed on vehicular and pedestrian overcrossings, or are installed as a separate structure.

10. INTERCHANGE OPERATION

It is the responsibility of STATE to provide efficient operation of freeway interchanges including ramp connections to local streets and roads. The maintenance and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices at ramp connections to COUNTY streets shall be shared, between STATE and COUNTY. The timing of traffic signals shall be the sole responsibility of STATE.

11. BICYCLE PATHS

STATE will maintain, at STATE expense, all fences, guardrailing, drainage facilities, slope and structural adequacy of the 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 the non-motorized facility.

12. LEGAL RELATIONS AND RESPONSIBILITIES:

A. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of STATE highways or COUNTY property different from the standard of care imposed by law; further, nothing in this Agreement shall be construed as a waiver of any available defence or immunity available to STATE or COUNTY.

B. It is understood and agreed that neither STATE nor any officer or employee thereof is responsible for any 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 delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4, COUNTY shall defend, indemnify and save harmless STATE, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.

C. It is understood and agreed that neither COUNTY nor any officer or employee thereof is responsible for any 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 delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4, STATE shall defend, indemnify and save harmless COUNTY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to State under this Agreement.

13. EFFECTIVE DATE

This Agreement shall be effective upon the date of its execution by COUNTY and STATE, 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 designated areas pursuant to prior written notice from STATE that work in such areas, which COUNTY has agreed to maintain pursuant to the terms of other Agreements, has been completed.

Requesting Department Concurrence:

By: _____

Richard W. Shepard, P.E.
Director of Transportation

Dated: _____

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

STATE OF CALIFORNIA
Department Of Transportation

El Dorado County

WILL KEMPTON
Director of Transportation

By: _____
Board of Supervisors
"County"

By: _____
Jody Jones, District Director

Attest:
Clerk of the Board of Supervisors

Approved as to form and procedure:

By: _____
Deputy Clerk

Attorney
Department of Transportation

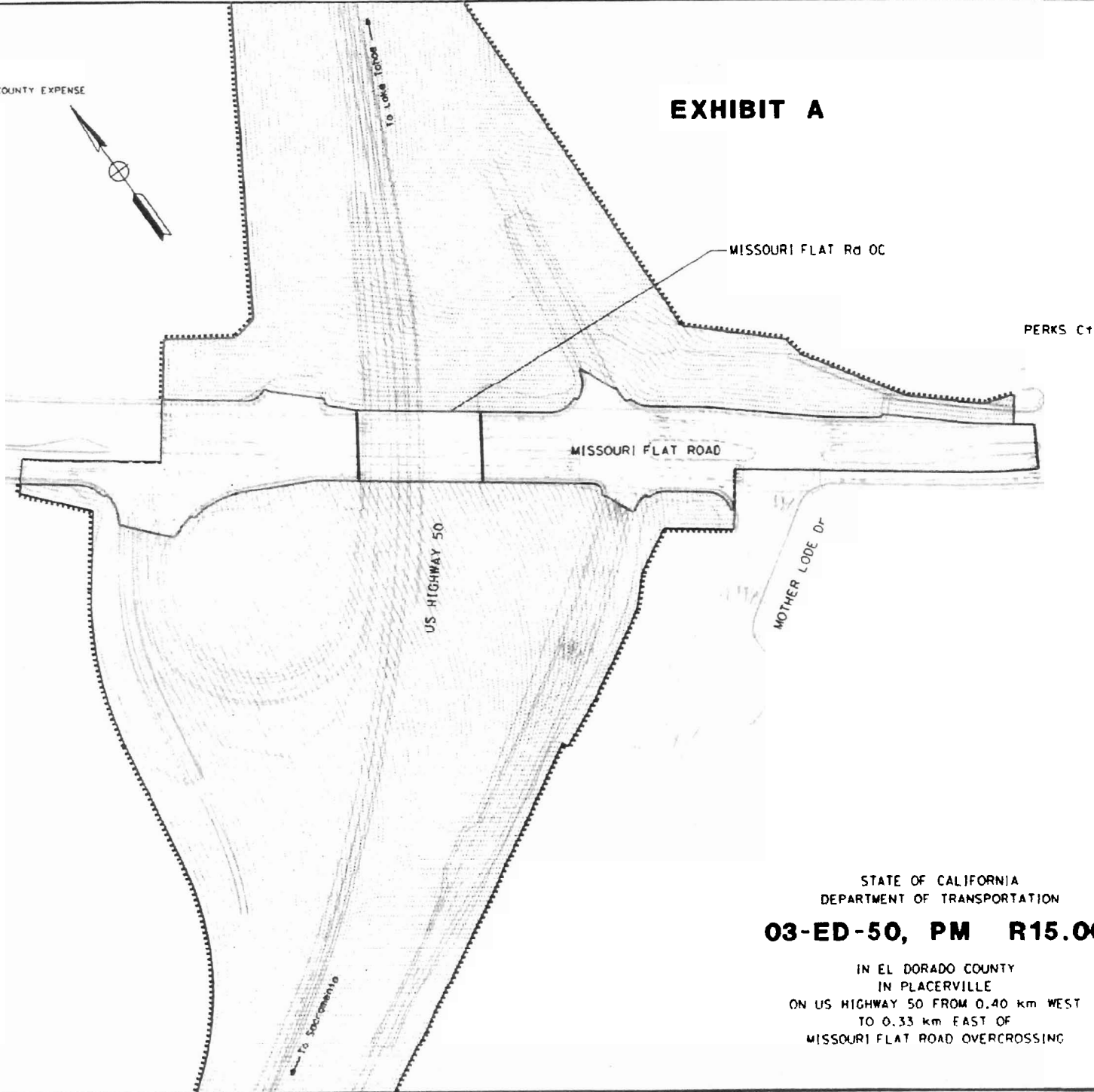
LEGEND:

-  COUNTY MAINTAINS AT COUNTY EXPENSE
-  STATE MAINTAINED



EXHIBIT A

PROSPECTOR'S PLAZA DR



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

03-ED-50, PM R15.06

IN EL DORADO COUNTY
IN PLACERVILLE
ON US HIGHWAY 50 FROM 0.40 km WEST
TO 0.33 km EAST OF
MISSOURI FLAT ROAD OVERCROSSING