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03-ED- 50 PM 15.6 Missouri Flat Road.

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#### FREEWAY MAINTENANCE AGREEMENT

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

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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:

17-5-00 Dated:

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

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

## STATE OF CALIFORNIA Department Of Transportation

**El Dorado County** 

WILL KEMPTON Director of Transportation

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Approved as to form and procedure:

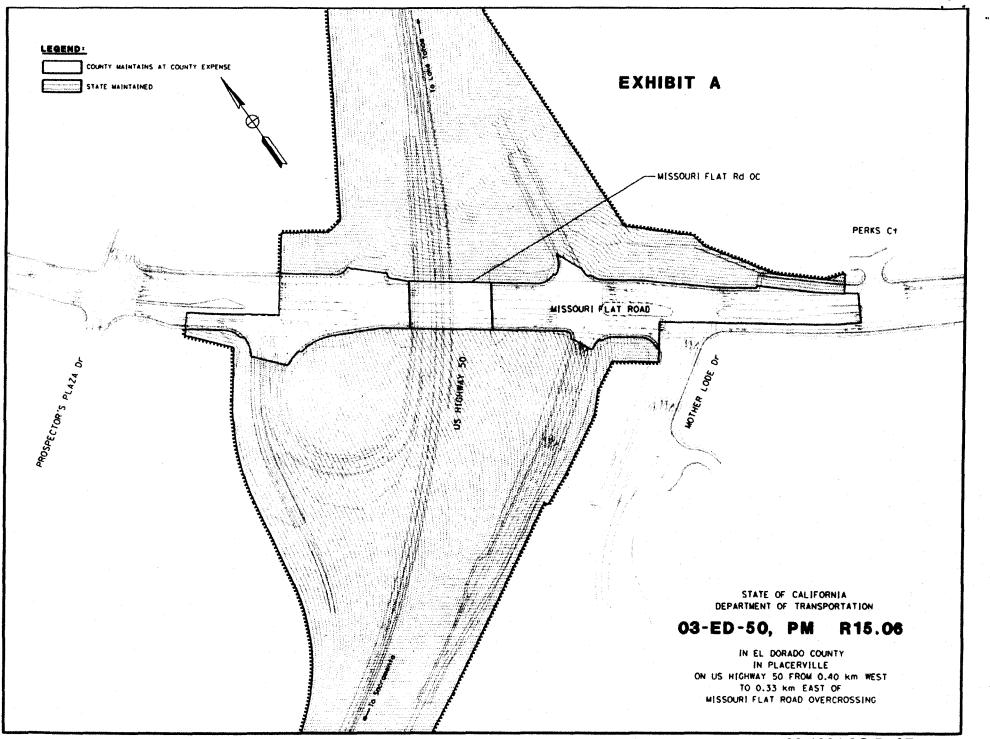
Attorney Department of Transportation

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Board of Supervisors "County" **JAM**ES R. SWEEN**EY** 

Attest: Clerk of the Board of Supervisors

Deputy



# 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. Highway50/Missouri Flat Road Phase I Interchange Project (County AGMT 06-1299; Caltrans Agreement 03-ED-50 PM 15.6)

DEPARTMENT: Transportation

CONTACT: Elizabeth B. Diamond/ Adam Bane

**DATE:** 11/14/06 **PHONE:** 5982/5983

CAO USE ONLY:

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: Recommend approval. Luire J. Hel 11/28/06

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 (1) 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		
*Explain	Service Servic	
BOARD ACTIONS: DEC 0 5 2006 - Approved.		
	<u> </u>	
Vote: Unanimous Or	I hereby certify that this is a true and correct copy of	
Ayes: Dupray, Sweeney, Santiago	an action taken and entered into the minutes of the Board of Supervisors	
Noes: None	Date:	
Abstentions: None	Attest: Cindy Keck, Board of Supervisors Clerk	
Absent: Baumann		
Rev. 04/05	By:	

# FILE COPY AGENDA ITEM TO ANOT Meeting of December 5, 2006

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

DEPARTMENT: Transportation	<b>DEPT SIGNOFF:</b>
CONTACT. Elizabeth D. Diamonth Mar Dana	100 a

CAO USE ONLY:

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*Explain		
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Abstentions: None	Attest: Cindy Keck, Board of Supervisors Clerk	
Absent: Baumann		
Rev. 04/05	By:	