



## Legislation Details (With Text)

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**Type:** Agenda Item      **Status:** Approved

**File created:** 9/24/2012      **In control:** Board of Supervisors

**On agenda:** 10/16/2012      **Final action:** 10/16/2012

**Title:** Department of Transportation recommending the Board authorize the Chair to sign the Freeway Maintenance Agreement with the State of California Department of Transportation which defines the maintenance responsibilities pertaining to the U.S. 50/Silva Valley Parkway Interchange - Phase 1 Project, CIP No. 71328.

FUNDING: Road Fund.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. A - CRS.pdf, 2. B - Caltrans Freeway Maintenance AGMT 10-16-12

Date	Ver.	Action By	Action	Result
10/16/2012	1	Board of Supervisors	Approved	Pass

Department of Transportation recommending the Board authorize the Chair to sign the Freeway Maintenance Agreement with the State of California Department of Transportation which defines the maintenance responsibilities pertaining to the U.S. 50/Silva Valley Parkway Interchange - Phase 1 Project, CIP No. 71328.

**FUNDING:** Road Fund.

**Fiscal Impact/Change to Net County Cost**

There is no immediate fiscal impact associated with this agenda item. Funding for the construction phase of the U.S. 50/Silva Valley Parkway Interchange - Phase 1 Project (Project) will be provided by El Dorado Hills Traffic Impact Mitigation Fees - Silva Valley Interchange Set Aside Fund, 2004GP TIM -Silva Valley Set Aside, Developer advanced funds, and a State-Local Partnership Program grant. The total current estimated cost for construction and construction engineering for this Project is \$39,526,000. The estimated annual costs for the County obligated maintenance of the Project after construction are \$90,000 per year for the first five years and \$70,000 per year thereafter and will be provided by the Road Fund.

**Background**

On May 25, 2004 the County and the State of California Department of Transportation (Caltrans) entered into a Freeway Maintenance Agreement defining the maintenance obligations for both the El Dorado Hills Boulevard Interchange and the current Silva Valley Parkway under crossing. Subsequent to that Agreement, on June 6, 2012 the County and Caltrans entered into Cooperative Agreement No. 12-53435 for the Construction of the Silva Valley Interchange.

**Reason for Recommendation**

As a condition of Project implementation, execution of this Freeway Maintenance Agreement is required to define the maintenance responsibilities for the Project upon the completion of

construction. This Freeway Maintenance Agreement will define the maintenance obligations for the Project and supersede the May 25, 2004 Agreement relative to the Silva Valley Interchange Project area identified in this Agreement.

One element of the Project includes relocation of existing utilities which are in conflict with the facility's construction. Several AT&T, PG&E and EID utilities are in conflict with the Project, and will be relocated. Additionally, PG&E currently has two high voltage 115KV electrical towers and associated lines that will encroach within the ultimate Caltrans right of way. Caltrans has a general policy that such utility towers and associated lines would require relocation outside of the final Caltrans right of way limits. The cost of relocating these towers is estimated to be in excess of \$3 million. Through negotiations, the Department and Caltrans have reached agreement to execute a Longitudinal Utility Encroachment Exception allowing these towers to remain in their current location. In exchange for this consideration, the attached Freeway Maintenance Agreement includes the County's indemnity of Caltrans for certain liabilities related to the existence, operations and maintenance of these facilities, which Caltrans would otherwise bear, along with additional insurance coverage. As the cost to relocate the facilities is high, and the relative indemnification risk and insurance requirements are low, the Department recommends that the County accept this compromise and approve the agreement.

#### **Action(s) to be taken following Board approval**

1. The Chair will sign four originals of the Freeway Maintenance Agreement.
2. The Acting Clerk of the Board will forward the four originals of the partially executed Agreement to the Department of Transportation (Department) to send to Caltrans.
3. Upon receipt from Caltrans, the Department will forward one fully executed original Freeway Maintenance Agreement to the Acting Clerk of the Board for its files.
4. The Department will work with Caltrans and Project partners to finalize Project delivery requirements and will make every effort to return to the Board in late 2012 requesting approval of the Project and authorization to advertise for construction.

#### **Contact**

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Department of Transportation

#### **Concurrences**

Pending