



CITY OF LONG BEACH

DEPARTMENT OF PUBLIC WORKS

R-27

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November 11, 2008

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
California

RECOMMENDATION:

Authorize the City Manager to execute all documents necessary to enter into Agreement No. 07-4825 with the California Department of Transportation (Caltrans) for a rehabilitation project along I-710 freeway within the City of Long Beach and execute any amendments thereto. (Districts 7, 8 and 9)

DISCUSSION

In 2005, Caltrans resurfaced the I-710 freeway from Pacific Coast Highway to the I-405 freeway. At the time, the project implemented a number of leading measures, including a new construction management plan that called for closing half of the freeway during weekends and splitting the open side of the freeway to carry two-way traffic. During the implementation of that project, City traffic engineers and traffic signal technicians worked weekends to modify traffic signals as necessary to keep traffic flowing optimally around freeway ramp closures and on primary detour routes. Caltrans reimbursed the City for its overtime and equipment costs for the work performed. Thanks to the cooperative effort of Caltrans and the City of Long Beach, this new traffic control concept has become the model for major freeway resurfacing work on many projects throughout Los Angeles County.

Caltrans has recently approached the City to again work cooperatively on their latest project to resurface the I-710 freeway from the I-405 freeway northerly to Firestone Boulevard in the City of Southgate. Caltrans anticipates that their contractor will need up to 34 weekends to complete the entire project, of which, about half of those weekends could impact traffic operations within the City of Long Beach. Traffic impacts in Long Beach will most likely be concentrated near closed freeway ramps and primarily along Atlantic Avenue and Long Beach Boulevard in Districts 7, 8 and 9. City traffic engineers have reviewed the proposed traffic management plans in coordination with Caltrans engineers and it has been jointly estimated that, should the City provide similar engineering and technical support services to keep traffic flowing efficiently on the City streets for this project as it did in 2005, City expenditures could be up to \$50,000 in labor and equipment costs.

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In order to permit Caltrans to reimburse the City for its costs in providing traffic management services during the weekend construction periods, Caltrans has initiated a Contribution Agreement. This Contribution Agreement provides for the reimbursement of up to \$50,000 in actual direct costs. Should additional costs be incurred, the agreement can be amended to increase this amount. Similar work was done in 2005 and the costs only amounted to \$10,000; therefore, the proposed amount of \$50,000 should be sufficient.

This matter was reviewed by Deputy City Attorney Amy R. Burton on October 20, 2008 and by Budget Management Officer Victoria Bell on October 22, 2008.

TIMING CONSIDERATIONS

City Council action is requested on November 11, 2008 to enable timely implementation of the agreement. It is anticipated that construction efforts on the I-710 freeway in the Long Beach area will begin in November.

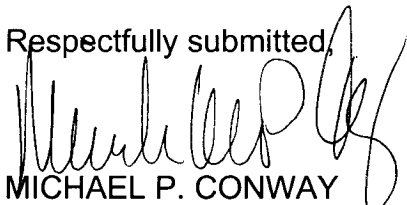
FISCAL IMPACT

The \$50,000 reimbursable costs will be incurred over multiple years. At the end of FY09, an appropriation increase will be requested to match the funds expended and reimbursed to date.

SUGGESTED ACTION:

Adopt recommendation.

Respectfully submitted,



MICHAEL P. CONWAY
DIRECTOR OF PUBLIC WORKS

MPC:MAC:DR:wm
P:\CL\Caltrans Agreement.doc

Attachment

APPROVED:


PATRICK H. WEST
CITY MANAGER

07-LA-710 KP 15.1/29.6 (PM 9.4/18.4)
Traffic Management Plan on Route 710
within the City of Long Beach
07224-183114

District Agreement No. 07-4825

CONTRIBUTION AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 200__, is between the
STATE OF CALIFORNIA, acting by and through its DEPARTMENT OF TRANSPORTATION,
referred to herein as "STATE", and the

CITY OF LONG BEACH, a body politic and
municipal corporation of the State of
California, referred to herein as "CITY".

RECITALS

1. STATE and CITY, pursuant to Streets and Highways Code section 114, are authorized to enter into a Cooperative Agreement for improvements to State Highway System (SHS) within the City of Long Beach.
2. STATE desires to rehabilitate Route 710 between Route 405/710 separation and Firestone Boulevard Overcrossing, referred to herein as "PROJECT".
3. STATE will begin PROJECT work involving Traffic Management Plan (TMP) on October 24, 2008 and anticipates completing that work on April 29, 2011. STATE is prepared to authorize CITY to assist STATE in the implementation of TMP for PROJECT, referred to herein as "SERVICE".
4. CITY desires to implement SERVICE, during the term of the PROJECT construction contract in order to bring about the earliest possible construction and to minimize traffic impacts on both the PROJECT area and the CITY streets.
5. The parties hereto mutually desire to cooperate in the implementation of the SERVICE to assist the PROJECT construction and intend to specify herein the terms and conditions under which that SERVICE is to be implemented and financed.

SECTION I

STATE AGREES:

1. To reimburse CITY within thirty (30) days after receipt of each quarterly billing an amount to cover the actual direct costs for SERVICE of staff work by CITY forces on PROJECT.
2. To furnish CITY one (1) copy of the PROJECT plans, and special provisions; and an electronic copy of STATE's standard specifications, standard plans, and Manual of Uniform Traffic Control Devices.

SECTION II

CITY AGREES:

1. To develop at CITY expense, a written SERVICE plan outlining the extent of required CITY SERVICE. Said plan must be pre-approved by STATE before any reimbursable SERVICES may commence.
2. When requested, to provide qualified CITY staff to assist the STATE Resident Engineer in the implementation of the PROJECT construction contract in accordance with STATE's regulations, policies, procedures, manuals, standard plans and specifications, and other standards including compliance with Federal Highway Administration (FHWA) requirements. Said SERVICE is to be subject to ongoing review and approval by STATE and FHWA and may be terminated or restricted solely at STATE's option. Assistance will include, but not limited to, re-setting traffic signals at street intersections where traffic will be detoured from the PROJECT, during extended weekend freeway closures, and

any written STATE pre-approved implementation of corrective measures necessary to assure that the SERVICE within the CITY jurisdiction is being performed in accordance with STATE's PROJECT plans and specifications.

3. To designate a representative through whom all communications with STATE, relative to this Agreement, shall be channeled.
4. To submit signed itemized invoices quarterly, with specific details of staff direct costs incurred during the period of the invoice. Invoices will meet format and content requirements specified by STATE. Each invoice shall be submitted to the STATE Resident Engineer for approval and forwarding to the appropriate Accounting Office for payment.
5. To submit a final report of expenditures in the same format as the aforementioned invoice detail no later than thirty (30) days after SERVICES are deemed complete or after completion and acceptance of the PROJECT construction contract, whichever is earlier in time.
6. To retain all books, documents, papers, accounting records, and other evidence pertaining to CITY costs incurred, and make such materials available at the respective offices of CITY at all reasonable times during the contract period and for three years from the date of the final payment under this Agreement. STATE, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CITY that are pertinent to this Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission.
2. STATE shall reimburse CITY for actual direct costs incurred on a quarterly basis in the performance of SERVICE. The total amount payable by STATE to CITY under this Agreement shall not exceed fifty thousand dollars (\$ 50,000).
3. Actual direct costs reimbursed shall be in conformance with procedures set forth in the cost Principles and Procedures, Chapter 1, Part 31, CFR 48. CITY also agrees to comply with Federal procedures in accordance with CFR 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
4. STATE will furnish safety supplies including two (2) hard hats and two (2) safety vests for CITY support staff. CITY will furnish motor vehicles and related liability insurance necessary for their staff performing SERVICE work.
5. 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 CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY 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 CITY under this Agreement.

6. Neither CITY 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 CITY 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.
7. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
8. STATE reserves the right to terminate this Agreement immediately upon delivery of written notice to CITY. CITY will be paid for acceptable work accomplished and delivered in accordance with the terms of this Agreement up to the time of termination. All documents prepared by CITY up to that termination date shall become property of STATE.
9. This Agreement shall terminate upon completion and acceptance of the construction contract for PROJECT by STATE, or on April 29, 2011, whichever is earlier in time, unless all parties agree to extend the termination date of this Agreement.

STATE OF CALIFORNIA
Department of Transportation

CITY OF LONG BEACH

WILL KEMPTON
Director

By: _____
Douglas R. Failing
District 07 Director

By: _____
Patrick West
City Manager

Approved as to form and procedure:

Attest: _____
City Clerk

By: _____
Attorney
Department of Transportation

Approved as to form:
Robert E. Shannon, City Attorney

Certified as to funds:

By: _____
Amy Burton
Deputy City Attorney

By: _____
District Budget Manager

Certified as to financial terms and conditions:

By: _____
Accounting Administrator