

C-15

August 15, 2023

HONORABLE MAYOR AND CITY COUNCIL

City of Long Beach
California

RECOMMENDATION:

Authorize the City Manager, or designee, to execute all documents necessary to enter into a Memorandum of Understanding, including any subsequent amendments, with the City of Signal Hill, for the construction and maintenance of a new traffic signal along with related street improvements at Redondo Avenue and East 20th Street within the City of Long Beach. (District 4)

DISCUSSION

City Council approval is requested to enter into a Memorandum of Understanding (MOU) with the City of Signal Hill for the construction and maintenance of a new traffic signal and related street improvements in City of Long Beach (City) public right-of-way at Redondo Avenue and East 20th Street. The traffic signal project will enhance safety and improve mobility near Richard D. Browning High School. Construction of the traffic signal is warranted under criteria adopted by the California Manual on Uniform Traffic Control Devices.

The estimated cost of the traffic signal construction and related street improvements is \$540,800 and is fully funded by the City of Signal Hill. The City of Signal Hill will be installing the traffic signal and performing the street improvements at no cost to the City. The City will be responsible for ongoing maintenance and operation of this traffic signal after construction.

On April 11, 2023, the City Council directed City staff to pause the process on this previously submitted item to gather public input via a notification and outreach program for a specific geographical area in the vicinity of the proposed traffic signal, then return to the City Council with the results of this outreach. Pursuant to this direction, on May 9, 2023, the Public Works Department mailed 1,302 proposed Construction Notices to residents and businesses within the affected area (Attachment A). On June 20, 2023, the City of Signal Hill reported that the City had “not received any concerns, comments, or questions from residents or businesses pertaining to the aforementioned project” (Attachment B). On June 22, 2023, the Public Works Department received a request from an area resident expressing concerns with the perceived proximity of this proposed traffic signal to nearby, existing signals and the potential confusion this close spacing may cause. In response, the Public Works Department forwarded this concern to the City of Signal Hill and will ensure that this concern is taken into consideration during the project’s final design phase.

HONORABLE MAYOR AND CITY COUNCIL

August 15, 2023

Page 2

This matter was reviewed by Deputy City Attorney Vanessa S. Ibarra on July 27, 2023 and by Budget Management Officer Nader Kaamoush on July 21, 2023.

TIMING CONSIDERATIONS

City Council action to execute an MOU with the City of Signal Hill is requested on August 15, 2023, to ensure that the MOU is in place expeditiously.

FISCAL IMPACT

The City of Signal Hill will fully fund the construction costs associated with installing the new traffic signal and related street improvements. The Public Works Department, Public Services Bureau will be responsible for ongoing maintenance of the traffic signal, consistent with their established responsibilities. Operation and maintenance costs will be absorbed into the Public Service Bureau's existing operating budget. Sufficient appropriation to support the construction cost is budgeted in the General Fund Group in the Public Works Department. This recommendation has no staffing impact beyond the normal budgeted scope of duties and is consistent with existing City Council priorities. There is no local job impact associated with this recommendation.

SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,



ERIC LOPEZ
DIRECTOR OF PUBLIC WORKS

APPROVED:



THOMAS B. MODICA
CITY MANAGER

ATTACHMENTS: A – SAMPLE CONSTRUCTION NOTICE
 B – LETTER FROM CITY OF SIGNAL HILL RE OUTREACH RESPONSES
 C – DRAFT MOU FROM CITY OF SIGNAL HILL
 D – TRAFFIC SIGNAL PLANS

April 11, 2023

~~C-20~~

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
California

RECOMMENDATION:

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This matter was reviewed by Deputy City Attorney Vanessa S. Ibarra on March 28, 2023 and by Budget Management Officer Nader Kaamoush on March 29, 2023.

TIMING CONSIDERATIONS

City Council action to execute an MOU with the City of Signal Hill is requested on April 11, 2023, to ensure that the MOU is in place expeditiously.

FISCAL IMPACT

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HONORABLE MAYOR AND CITY COUNCIL

April 11, 2023

Page 2

SUGGESTED ACTION:

Approve recommendation.

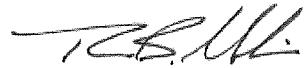
Respectfully submitted,



ERIC LOPEZ
DIRECTOR OF PUBLIC WORKS

ER:PV:td

APPROVED:



THOMAS B. MODICA
CITY MANAGER



CONSTRUCTION NOTICE

May 9, 2023

NAME
ADDRESS
CITY ST ZIP

Redondo Avenue and East 20th Street Traffic Signal Project **City of Signal Hill/City of Long Beach**

This notice is to inform you of upcoming work at the intersection of Redondo Avenue and E. 20th Street. The City of Signal Hill and City of Long Beach will construct a new traffic signal to enhance safety of all pedestrians and vehicles that utilize the subject intersection including students at Browning High School.

Project Background

Redondo Avenue and East 20th Street is a one-way stop sign controlled T-intersection within the limits of City of Long Beach (COLB). This intersection serves as a main gateway into the residential housing communities along East 20th Street in the City of Signal Hill (COSH) and COLB and is approximately a quarter mile south of Browning High School. In 2017, a traffic signal warrant analysis was conducted by the COSH's Traffic Engineering Consultant, Zimmerman Engineering, in response to the development of Browning High School located within COLB. The study determined a traffic signal is warranted based upon criteria in the Manual on Uniform Traffic Control Devices. As projected in the study, the opening of the new high school in 2018 has added to the traffic volumes crossing the intersection. The signalization project will enhance vehicle circulation in the project area and provide adequate gaps for pedestrian to cross safely while improving ADA accessibility.

The start of construction at the intersection is dependent on the delivery of signal poles and controllers. COSH would take responsibility for managing and funding the construction of the project, while the COLB would take ownership and responsibility of the traffic signals, including any post construction maintenance and operations.

Project Contact Information

Thank you in advance for your patience and cooperation throughout this project. If you have any questions or concerns regarding the project, please call the Department of Public Works at Signal Hill at 562-989-7351 or visit cityofsignalhill.org

This document is available in Spanish, Khmer and Tagalog. (email contactlpw@longbeach.gov)
Este documento está disponible en español, tagalo y jemer. (email contactlpw@longbeach.gov)

ឯកសារនេះ អាចទទួលបាន ភាសាអង់គ្លេស ភាសាតាមប្រព័ន្ធដែល គិតជាការណ៍ខ្លួន ។ (email contactlpw@longbeach.gov)

Ang dokumentong ito ay available sa Espanyol, Tagalog, at Khmer. (email contactlpw@longbeach.gov)



CITY OF SIGNAL HILL

2175 Cherry Avenue, Signal Hill, CA 90755-3799

June 20, 2023

City of Long Beach, Public Works Department
Attn: Keith Hoey
411 W Ocean Blvd,
Long Beach, CA 90802

Subject: Redondo Ave and 20th St Traffic Signal Improvement Project

I am writing to respond to your inquiry regarding the Redondo Ave and 20th St Traffic Signal Improvement project, as outlined in the flyer distributed by the City of Long Beach in early May 2023.

We have not received any concerns, comments, or questions from residents or businesses pertaining to the aforementioned project. Our community has been informed about the project through the flyers, city website, City Council meetings and various communication channels, but no feedback or inquiries have been received by our office.

Based on this, it appears that the City of Long Beach's efforts in disseminating information about the Redondo Ave and 20th St Traffic Signal Improvement project have been effective in addressing potential concerns and providing clarity to the community. This demonstrates a successful collaboration between our two cities in ensuring transparent communication with the public.

I commend the City of Long Beach for their proactive approach in keeping stakeholders informed about infrastructure projects. It is through such collaborative efforts that we can collectively enhance the quality of life for our residents and foster a safer and more efficient transportation network.

If you require any further information or have any additional inquiries regarding the Redondo Ave and 20th St Traffic Signal Improvement project or any other matter, please do not hesitate to contact me. I am more than willing to provide any assistance or support necessary.

Thank you for reaching out and for your commitment to maintaining open lines of communication. I look forward to continued collaboration between our cities on future projects and initiatives.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas Bekele".

Thomas Bekele
Public Works Director
City of Signal Hill

MEMORANDUM OF UNDERSTANDING

THIS memorandum of understanding (“MOU” or “Agreement”) is made and entered, _____ on 2022, by and between the CITY OF LONG BEACH, a municipal corporation (“CLB”) and the CITY OF SIGNAL HILL, a municipal corporation (“CSH”).

WHEREAS, the CSH intends to construct a signalized intersection and associated improvements at E 20th Street and Redondo Avenue to enhance safety and improve mobility. The proposed improvement is located within CLB’s Right of Way (ROW); and

WHEREAS, the improvements consists of installation of new traffic signal poles, signal cabinet, upgrade of access ramps, signage, stripping and replacement of existing curb gutter and sidewalk (the “Project”); and

WHEREAS, CSH will act as the lead and fully fund the design and construction phase of the Project. CLB will take ownership upon completion of the construction phase and concurrently assume responsibility for all and any post construction maintenance and operation services for the Project; and

WHEREAS, CSH anticipates advertising the Project for construction in February 2023;

NOW, THEREFORE, in consideration of the mutual terms and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK. The Project consists of the approved work identified in Plans number _____ and dated ___, 2022, and Specifications dated ____ 2022.
2. COSTS. The budget for the Project is estimated to be Five Hundred Forty Thousand Eight Hundred Dollars (\$540,800).
3. CSH’S RESPONSIBILITIES. CSH shall:
 - A. Act as the lead for the Project, including managing the construction schedule of performance.
 - B. Assume responsibility all construction and procurement activities for the Project, all undertaken in accordance with CSH’s ordinances and policies, including the preparation of plans and specifications, cost estimates and all Project construction documents, utility identification and location, construction, engineering and management services, inspections, and financial accounting for Project activities.
 - C. Administer the contract for construction of the Project as required by applicable law.
 - D. Ensure Contractor’s commercial general liability and business automobile liability insurance name CLB as additional insured and provide for waiver of subrogation and primary and non-contributory endorsements in favor of CLB.
 - E. Ensure CLB is indemnified under the construction contract with Contractor to the same extent as CSH is indemnified.

4. **CLB'S RESPONSIBILITIES.** CLB shall:
 - A. CLB shall take full ownership and maintenance responsibilities of all traffic signal devices upon the completion of the Project and ensure continuous functionality of the improvements shown on Appendix A of this agreement.
 - B. CLB shall be responsible for timely review and approval of changes to the project plans and specifications.
 - C. CLB shall provide routine maintenance work on the traffic control device so that the said traffic control devices remain in good operating condition and repair. Routine maintenance work shall include, but is not limited to:
 - i. Inspect the signal system and clean the controller cabinets as applicable.
 - ii. Clean signal heads as reasonably required and no less than every three (3) years and replace light emitting diode (LED) as needed.
 - iii. Inspect the signal system and clean the controller cabinet as reasonably required and no less than every six (6) weeks.
 - iv. Clean signal heads as reasonably required and no less than every three (3) years and replace light emitting diode (LED) as needed.
 - v. Replacement of burned-out traffic signal lights (e.g. signal indications, pedestrian displays and/or illuminated street name signs).
 - vi. Annual inspection/testing of Conflict Monitor Units (CMU) and Malfunction Management Units (MMU).
 - vii. Inspection to assure video detection, loop detection and pedestrian detection systems are functional.
 - viii. Monthly inspection of battery backup power.
 - ix. Confirmation of controller timing to approved timing sheet.
 - x. Covering or removing any graffiti as reasonably required and no less than within forty-eight (48) hours of notification by any person or public agency.
 - D. CLB shall ensure that any contractor's commercial general liability and business automobile liability insurance that performs such work for CLB name CSH as additional insured and provide for waiver of subrogation and primary and non-contributory endorsements in favor of CSH, and ensure that CSH is indemnified under the such contract to the same extent as CLB is indemnified.

5. **MUTUAL AGREEMENTS.**

- A. CSH's Project plans signed by CLB shall constitute CLB's acceptance of and official approval of said plans.
- B. The duties of CLB and CSH under this Agreement may be performed either by CLB or CSH employees or by persons or entities hired through separate agreements with CLB or CSH.

- C. If existing public and/or private utilities conflict with the construction of the Project, CSH and CLB will collaborate to identify such utilities. CSH and CLB will make all necessary arrangements with the owners of such utilities for their protection, relocation or removal.
 - D. During the course of construction, CLB may request CHS to include additional work in the Project's scope, and the parties will negotiate in good faith to determine whether such additional work can and will be incorporated into the Project, provided such additional work does not exceed allotted Project funds.
 - E. Following its completion but prior to acceptance of the Project, CSH will confer with CLB to obtain CLB's concurrence with the overall acceptance of Project in accordance with the approved plans and specifications.
6. **WARRANTY.** CSH will require the Contractor to convey a warranty for all materials and workmanship furnished in the construction of the Project for no less than one (1) year from the date of final completion of the Project. CSH shall manage and oversee CLB's warranty rights related to the Project and pursue and enforce the warranty for defects in workmanship or materials and require the construction contractor to repair or replace the defective work so that it complies with the plans and specifications for the Project.
7. **INDEMNIFICATION.**
- A. To the furthest extent permitted by California law, CLB shall defend, indemnify, and hold harmless CSH and CSH's agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, to the extent directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from (1) the negligence, recklessness, or willful misconduct of CLB or CLB's agents, contractors, representatives, officers, consultants, employees, and volunteers, or (2) CLB's breach of this Agreement. CSH shall have the right to accept or reject any legal representation that CLB proposes to defend CSH.
 - B. To the furthest extent permitted by California law, CSH shall defend, indemnify, and hold harmless CLB and CLB's agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, to the extent directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from (1) the negligence, recklessness, or willful misconduct of CSH or CSH agents, contractors, representatives,

officers, consultants, employees, and volunteers, or (2) CSH's breach of this Agreement. CLB shall have the right to accept or reject any legal representation that CSH proposes to defend CLB.

8. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES.**
 - A. No officer or employee of the CSH shall be personally liable to the CLB in the event of any default or breach by the CSH or for breach of any obligation of the terms of this Agreement.
 - B. No officer or employee of the CLB shall be personally liable to the CSH in the event of any default or breach by the CSH or for breach of any obligation of the terms of this Agreement.
9. **NOTICE.** Any notice hereunder by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to the City of Signal Hill at 2175 Cherry Avenue, Signal Hill, CA 90755, Attn: City Manager; and to the City of Long Beach at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager. Notice shall be deemed given on the date that is one (1) day after being deposited in the mail or on the date personal delivery is made, whichever first occurs.
10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, whether oral or written, with respect to the subject matter herein.
11. **AMENDMENT.** This Agreement shall not be amended except in writing signed by the parties that expressly refers to this Agreement.
12. **TERMINATION.** CSH may terminate this Agreement for convenience by giving thirty (30) days advance written notice to the CLB up until the completion of the construction of the Project without further liability to CLB. CLB may terminate this Agreement for convenience by giving thirty (30) days advance written notice to CSH up until completion of the construction of the Project, provided that in such event CLB shall reimburse CSH for all costs reasonably incurred by CLB under this Agreement through the date of termination.
13. **SEVERABILITY.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect, unless both parties would be materially affected by such interpretation.
14. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue in any action in a court of competent jurisdiction located in Los Angeles County.

15. **THIRD PARTY BENEFICIARY.** This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.
16. **LEGAL ACTION.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.
17. **General Provisions.** Any term herein can be waived only by a written waiver signed by the party against whom such waiver is to be asserted. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which, together, shall constitute one and the same instrument. Signatures transmitted electronically shall be deemed originals for all purposes of this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

CITY OF LONG BEACH, a municipal corporation

_____, 2022

By _____
City Manager

This Agreement is approved as to form on _____, 2022.

CHARLES PARKIN, City Attorney

By _____
Deputy

CITY OF SIGNAL HILL

_____, 2022

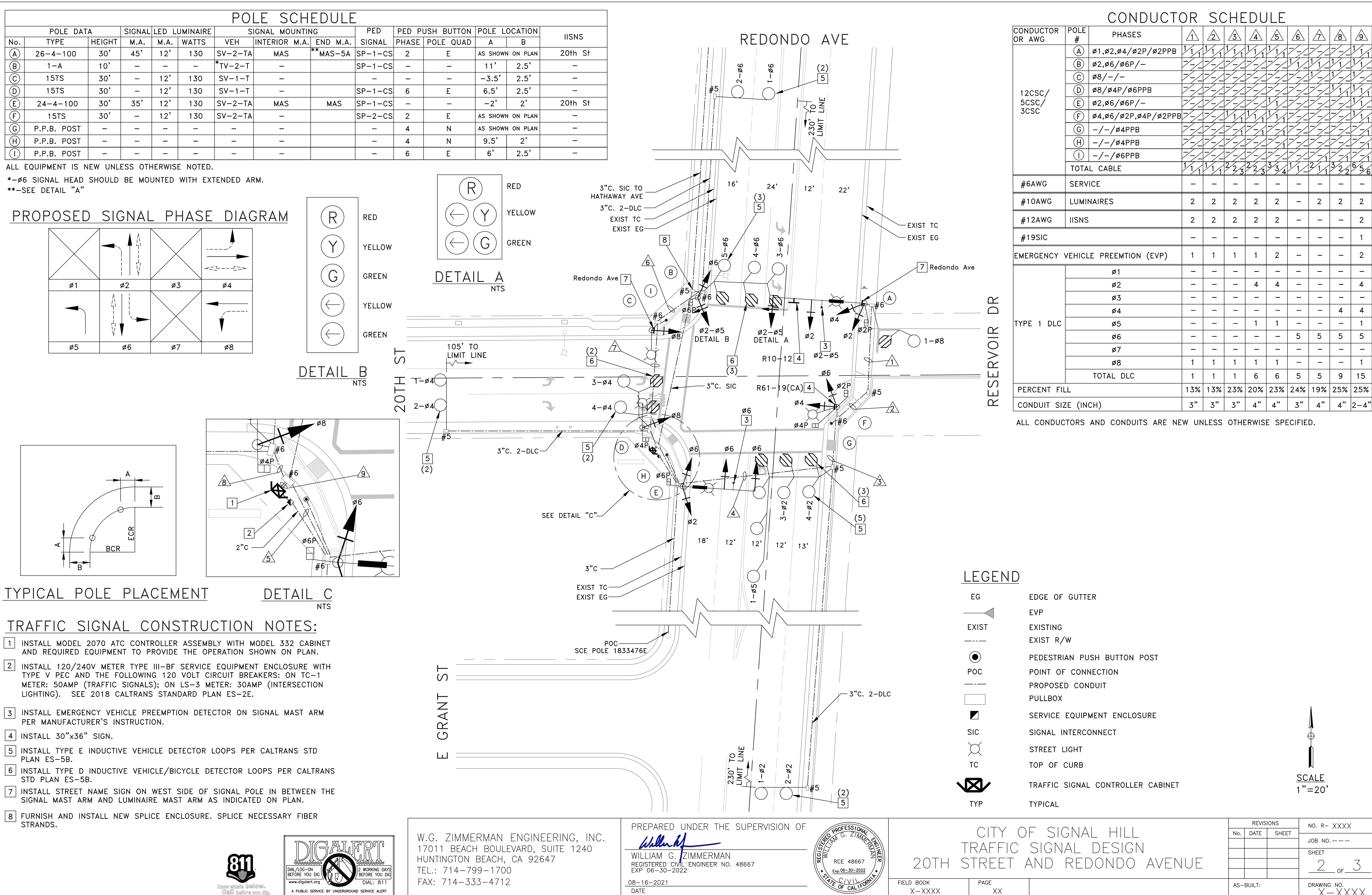
By _____
Hannah Shin- Heydorn, City Manager

Approved as to form:

By _____
Matthew Richardson, Interim City Attorney

ATTEST:

By _____
Carmen R. Brooks, City Clerk

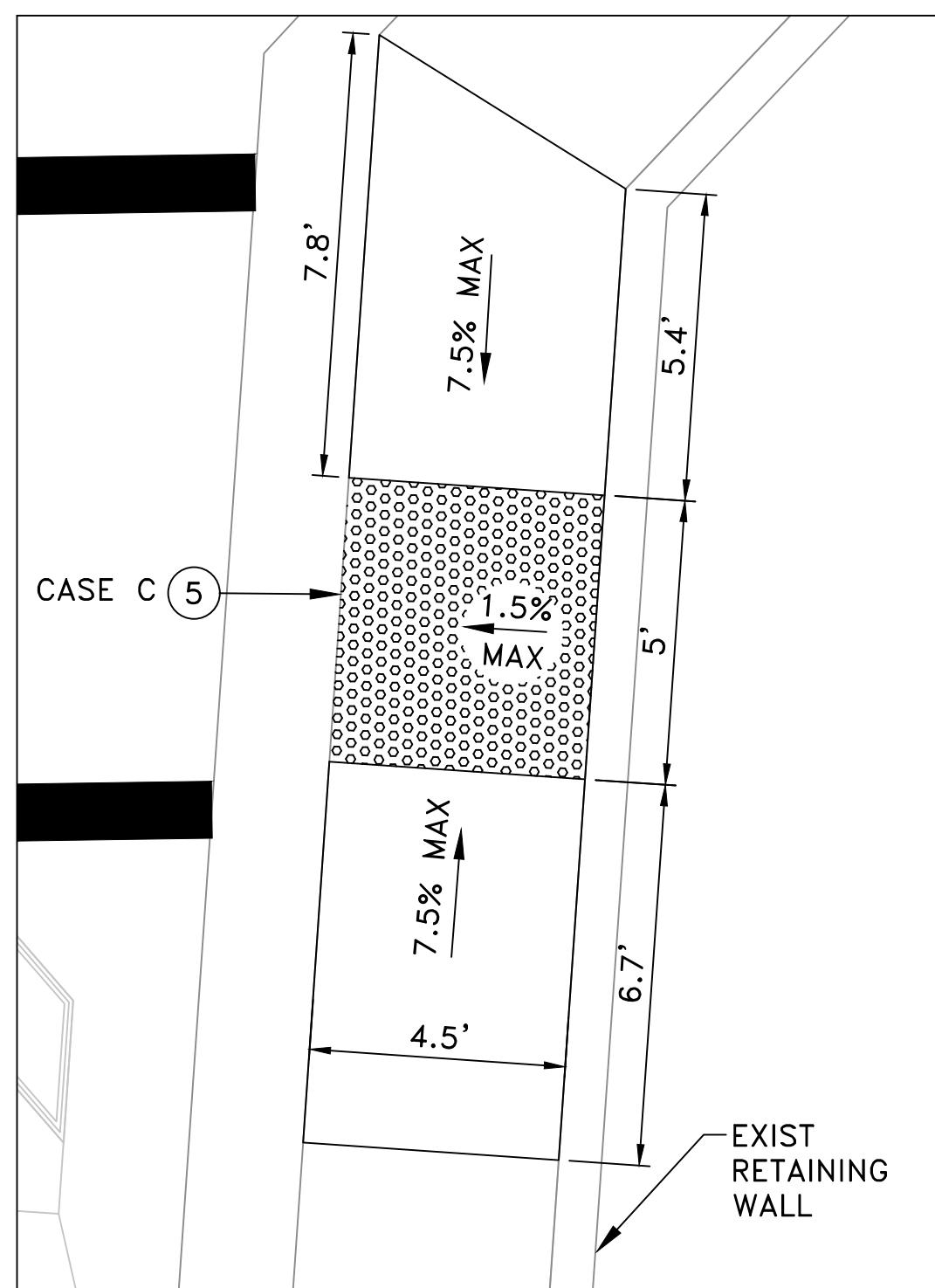


CONSTRUCTION NOTES:

ALL STRIPINGS AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC AND PER CALTRANS STANDARD PLANS (LATEST EDITION).

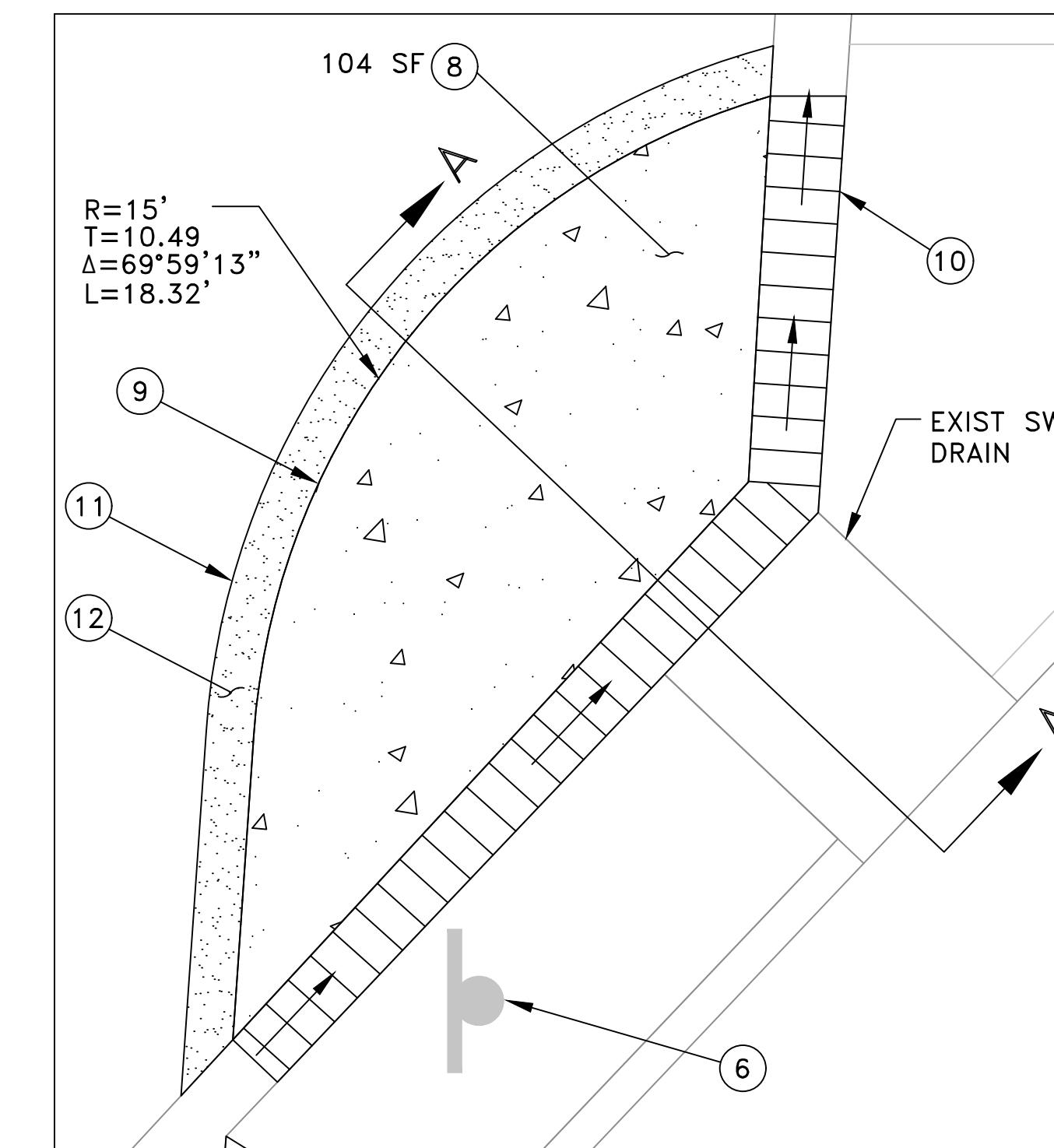
39A INDICATES DETAIL NUMBER PER CALTRANS STANDARD PLANS.

- ① INSTALL 11' WIDE WHITE CROSSWALK WITH 12" WIDE STRIPES PER CALTRANS STD. PLAN A24F.
- ② INSTALL 12" WIDE WHITE LIMIT LINE PER CALTRANS STD. PLAN A24E.
- ③ INSTALL 4" WIDE WHITE STRIPE PER CALTRANS STD. PLAN A20D.
- ④ INSTALL TYPE IV (L/R) PAVEMENT MARKINGS PER CALTRANS STD. PLAN A24A.
- ⑤ INSTALL PROPOSED PCC CURB RAMP PER CALTRANS STD. PLAN A88A (CASE SHOWN ON PLAN).
- ⑥ REMOVE AND SALVAGE EXISTING SIGN.
- ⑦ REMOVE EXISTING THERMOPLASTIC STRIPING/PAVEMENT MARKINGS BY GRINDING.
- ⑧ INSTALL 4-INCH THICK PCC SIDEWALK OVER 6-INCH CMB BASE PER SPPWC STANDARD PLAN 113-2.
- ⑨ CONSTRUCT TYPE B-6 CURB PER CITY OF SIGNAL HILL STANDARD PLAN 205.
- ⑩ INSTALL GRATED LINE DRAIN ON EXISTING GUTTER PER CALTRANS STD. PLAN D98H.
- ⑪ SAWCUT AND REMOVE EXISTING ASPHALT FULL DEPTH.
- ⑫ REPLACE BASE AND CONSTRUCT FULL DEPTH AC AND JOIN EXISTING AC AND PROPOSED CURB PER SPPWC STANDARD PLAN 133-3 CASE II.
- ⑬ REMOVE EXISTING "RIGHT TURN ONLY" SIGN AND INSTALL NEW 30"X36" R61-19(CA) SIGN ON EXISTING POST.



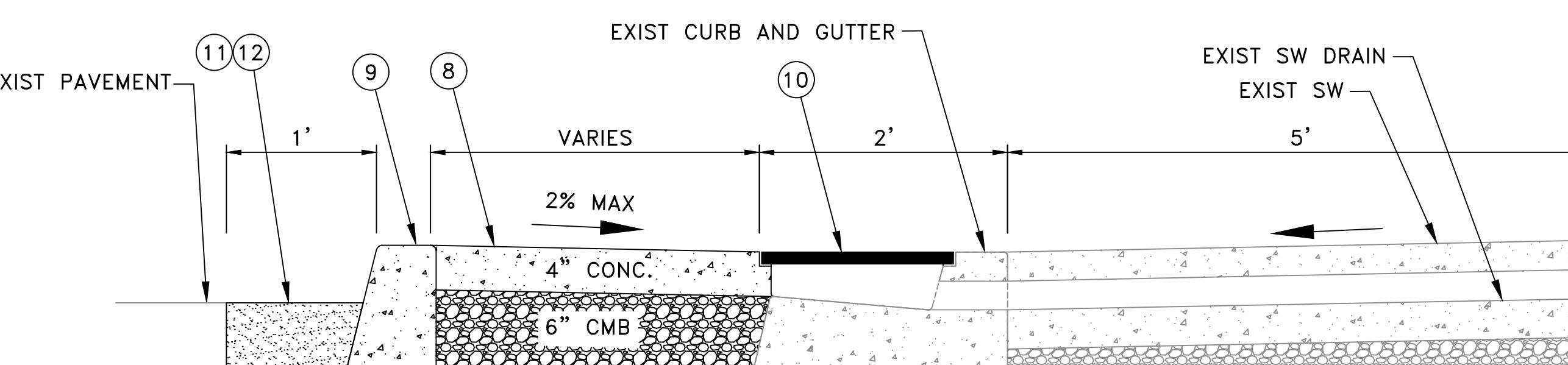
DETAIL A

NTS



DETAIL B

NTS

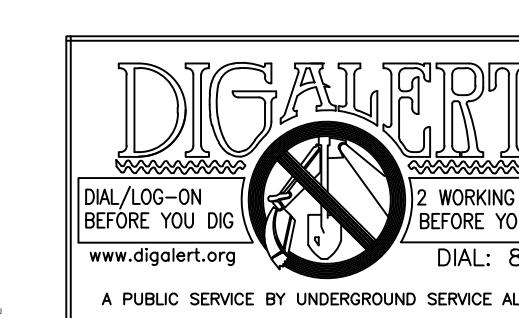


SECTION A-A

NTS



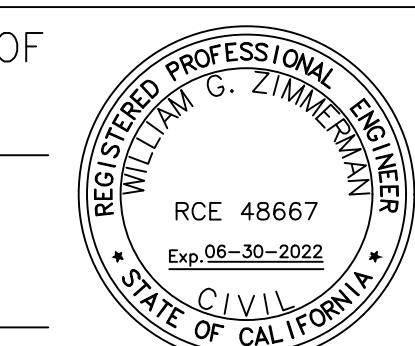
Know what's below.
Call before you dig.



W.G. ZIMMERMAN ENGINEERING, INC.
17011 BEACH BOULEVARD, SUITE 1240
HUNTINGTON BEACH, CA 92647
TEL: 714-799-1700
FAX: 714-333-4712

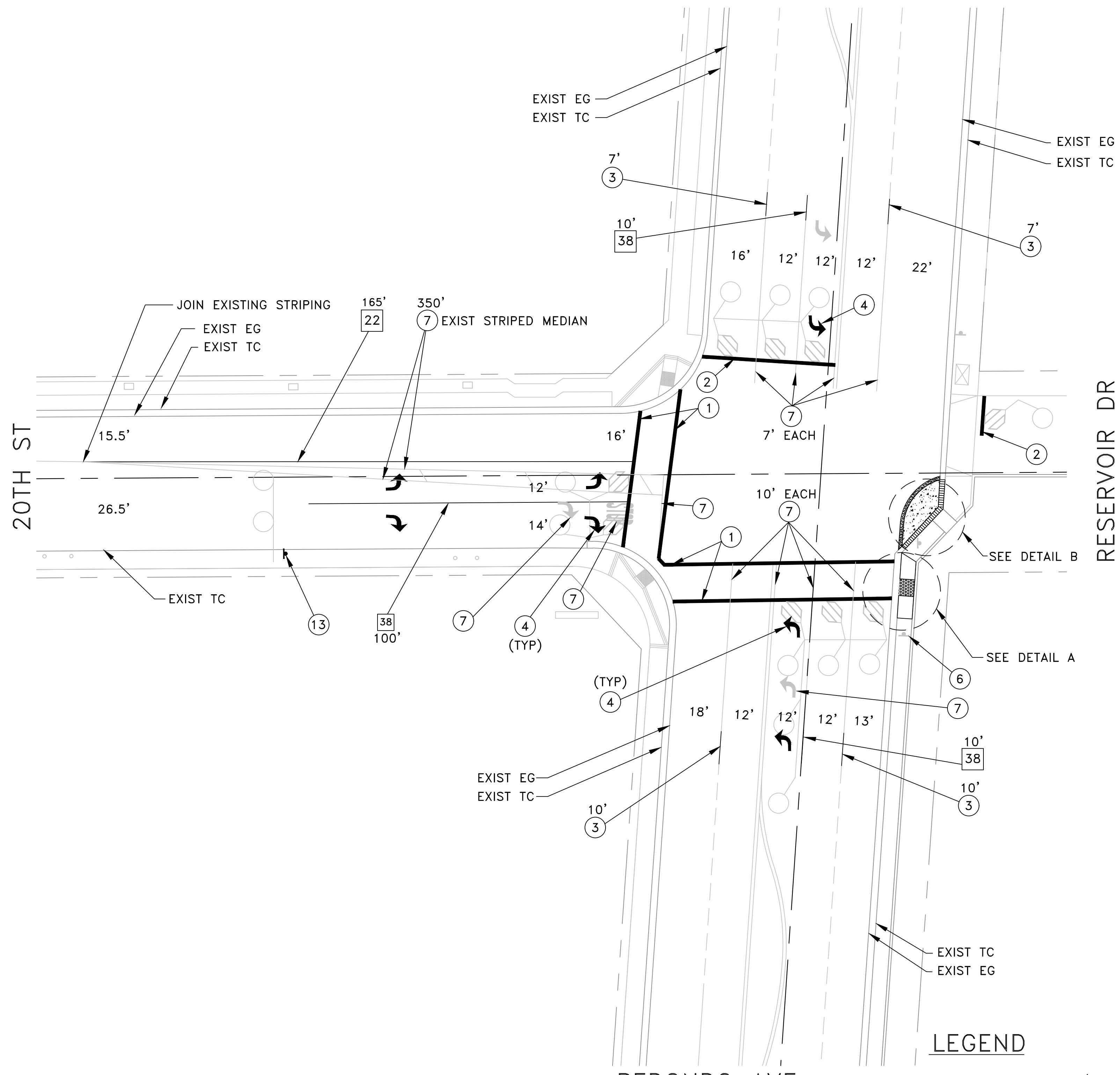
PREPARED UNDER THE SUPERVISION OF

 WILLIAM G. ZIMMERMAN
 REGISTERED CIVIL ENGINEER NO. 48667
 EXP 06-30-2022
 02-20-2021
 DATE



CITY OF SIGNAL HILL STRIPING PLAN 20TH STREET AND REDONDO AVENUE

REVISIONS			NO. R- XXXX
No.	Date	Sheet	Job No. --
			SHEET
3			3 OF 3
			AS-BUILT:
			DRAWING NO. X-XXXX



LEGEND

-----	EXIST R/W
- - -	EXISTING STRIPING & MARKINGS
—	PROPOSED STRIPING & MARKINGS
—	EDGE OF GUTTER
EG	EXISTING
EXIST	PROPOSED
PROP	R/W
R/W	SW
SW	SIDEWALK
TC	TOP OF CURB

SCALE
1"=20'