



Staff Report

City of Manhattan Beach

TO: Honorable Mayor Montgomery and Members of the City Council

THROUGH: Geoff Dolan, City Manager

FROM: Jim Arndt, Director of Public Works
Michael A. Guerrero, Principal Civil Engineer
Edward T. Kao, Senior Civil Engineer

DATE: January 27, 2009

SUBJECT: Authorize Cooperative Agreement with Caltrans for Sepulveda Boulevard Bridge Widening Project

RECOMMENDATION:

Staff recommends that the City Council pass a motion to:

- a) Approve cooperative agreement with Caltrans for the Sepulveda Boulevard Bridge Widening Project.
- b) Adopt Resolution No. 6170 authorizing the City Manager to sign the agreement on behalf of the City.

FISCAL IMPLICATION:

The cooperative agreement is the first step (pre-design) of the project and defines the terms and conditions under which the City and Caltrans will cooperate to complete several more steps in the project process. Due to the complexity of the project process and funding timelines it is estimated that the project will be constructed in FY 2013.

FUNDING SOURCES	SECURED	FUTURE ALLOCATION	UNSECURED	TOTAL
Proposition C Funds	\$ 1,253,273	\$ 2,000,000		\$ 3,253,273
SAFETEA-LU Funds	\$ 500,000			\$ 500,000
Gas Tax Funds		\$ 500,000		\$ 500,000
Developer Contribution	\$ 250,000			\$ 250,000
Metro/Other Grant Funds			\$12,800,000	\$12,800,000
TOTAL	\$ 2,003,273	\$ 2,500,000	\$12,800,000	\$17,300,000

This project is included in the 2008-09 Capital Improvement Program budget. The project is a

joint effort with the City of Manhattan Beach and Caltrans. The current total estimated project cost is 17.3 million dollars and is to be funded by a combination of Proposition C Funds, Gas Tax Funds and Metropolitan Transportation Authority (Metro) Grant Funds. In addition, the City received \$500,000 in Safetee-Lu funds from the South Bay CCOG and the developer of Plaza El Segundo also contributed \$250,000 towards the project. These funds would not only improve the City’s ability to receive funding in Metro’s next Call-for-Projects, but also provide seed money for the City to start the plans, specifications and estimates (PS&E) and Right-of-Way processes. However, the Metro Call-for-Projects is a competitive process and the 12.8 million dollars has not yet been approved.

ESTIMATED PROJECT COSTS	
Design	\$ 1,500,000
Construction	\$12,800,000
Inspection	\$ 1,000,000
Contingency	\$ 2,000,000
TOTAL	\$17,300,000

(The Estimated Project Costs are based on construction in FY 2013)

BACKGROUND:

Sepulveda Boulevard connects the South Bay to LAX and beyond. Northbound Sepulveda Boulevard at a point south of the bridge is currently four lanes. The fourth lane becomes a right turn only lane as it approaches the 33rd Street entrance to the Manhattan Village Mall. North of 33rd Street, Sepulveda Boulevard narrows down to three lanes as it passes over the bridge. Once over the bridge, the street widens back to four lanes as Sepulveda Boulevard approaches the Rosecrans Avenue intersection. This bridge is a congestion point for northbound traffic as the road narrows to three lanes. This project will widen the bridge on the east side and add one northbound through lane. An analysis from Caltrans shows that the proposed widening will improve the northbound traffic flow at this segment of Sepulveda Boulevard.

DISCUSSION:

Sepulveda Boulevard (State Highway 1) is part of the State Highway System (SHS). In 2001, with funding from Metro’s 2001 Call-for-Projects, Caltrans developed Project Assessment and Environmental Documents (PA & ED), and a Preliminary Study Report (PSR) on the widening of the Sepulveda Boulevard bridge. This project just missed the cut-off for receiving funding in the last Metro Call-for-Projects in 2007. Caltrans has since suspended the project due to funding issues. The City decided to pick up the lead to plan, design and construct the project with funds from Proposition C, Gas Tax, and Metro Grant funds along with Safetee-Lu federal aid and other funding sources.

Caltrans agreed to provide Independent Quality Assurance (IQA) ensuring the work being developed was in accordance with the applicable standards and within an established Quality Management Plan. Caltrans is also the overseer of the Safetee-Lu federal aid funds.

The subject cooperative agreement defines the terms and conditions under which the project partners (City and Caltrans) will cooperate to complete the PS&E and Right-of-Way activities. In order to begin federally reimbursable preliminary engineering work – for example, PS&E and

Right-of-Way acquisition – the City has to request that Caltrans secure “Federal Authorization to Proceed” (E-76) and obligation of funds. The City hired a Consultant (The Dardanelle Group) to assist with the coordination of the Caltrans project process. The first “Federal Authorization to Proceed” request was prepared and submitted on July, 2008. However, Caltrans required the City to enter into a cooperative agreement to partner with Caltrans during this process.

It is staff’s recommendation that the City Council pass a motion to approve the cooperative agreement with the City of Manhattan Beach and Caltrans, and approve Resolution No. 6170 authorizing the City Manager to sign the cooperative agreement on behalf of the City.

- Attachments:
1. Cooperative Agreement
 2. Resolution No. 6170
 3. GIS Location Map

COOPERATIVE AGREEMENT

This agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Manhattan Beach, a body politic and municipal corporation of the State of California, referred to as CITY.

RECITALS

1. CALTRANS and CITY, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements within the SHS right of way per Streets and Highways Code sections 114 and/or 130.
2. WORK completed under this agreement contributes toward widening of Sepulveda Boulevard (Route 1) from six lanes to seven lanes from 33rd Street to south of Rosecrans Avenue, referred to as PROJECT.
3. PARTNERS will cooperate to complete the Plans, Specifications, Estimates (PS&E), and Right of Way activities of PROJECT.
4. There are no prior PROJECT-related cooperative agreements.
5. Prior to this agreement, CALTRANS developed the Project Initiation Document and CALTRANS developed the Project Report.
6. CALTRANS prepared the environmental documentation for PROJECT.
7. The estimated date for COMPLETION OF WORK is December 31, 2011.
8. PARTNERS now define in this agreement the terms and conditions under which they will accomplish WORK.

DEFINITIONS

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://dot.ca.gov>.

CEQA – The California Environmental Quality Act (California Public Resources Code, sections 21000 et seq.) that requires State and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

COMPLETION OF WORK – All PARTNERS have met all scope, cost, and schedule commitments included in this agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all scope, cost, and schedule commitments included in this agreement.

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at <http://www.fhwa.dot.gov/programs.html>. **FUNDING PARTNER** – A partner who commits a defined dollar amount to WORK.

FUNDING SUMMARY - The table in which PARTNERS designate funding sources, types of funds, and the project components in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

IQA – Independent Quality Assurance – Ensuring that IMPLEMENTING AGENCY’S quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

NEPA – The National Environmental Policy Act of 1969 that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to

achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner's individual actions legally bind the other partners.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project's execution and control throughout the project's lifecycle.

PS&E (Plans, Specifications, and Estimates) – The project component that includes the activities required to deliver the plans, specifications, and estimates for PROJECT.

R/W (Right of Way) – The project component that includes the activities required to deliver the right of way for PROJECT.

SAFETEA-LU – The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, signed into federal law on August 10, 2005.

SCOPE SUMMARY – The table in which PARTNERS designate their commitment to specific scope activities within each project component as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://dot.ca.gov>.

SHS – State Highway System.

SPONSOR(S) – The partner that accepts the obligation to secure financial resources to fully fund WORK. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of WORK defined in this agreement or settle claims.

WORK – All scope and cost commitments included in this agreement.

RESPONSIBILITIES

9. CITY is SPONSOR for all WORK.
10. CITY is the only FUNDING PARTNER for this agreement. CITY's funding commitment is defined in the FUNDING SUMMARY.
11. CALTRANS is the CEQA lead agency for PROJECT.
12. CALTRANS is the NEPA lead agency for PROJECT.
13. CITY is IMPLEMENTING AGENCY for PS&E and R/W.

SCOPE

Scope: General

14. All WORK will be performed in accordance with federal and California laws, regulations, and standards.

All WORK will be performed in accordance with FHWA STANDARDS and CALTRANS STANDARDS.

15. IMPLEMENTING AGENCY for a project component will provide a Quality Management Plan for that component as part of the PROJECT MANAGEMENT PLAN.
16. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
17. CITY may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
18. PARTNERS may, at their own expense, have a representative observe any scope, cost, or schedule commitments performed by another partner. Observation does not constitute authority over those commitments.
19. Each partner will ensure that all of their personnel participating in WORK are appropriately qualified to perform the tasks assigned to them.
20. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in WORK.
21. PARTNERS will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations if PROJECT work is done under contract (not completed by a partner's own employees) and is governed by the Labor Code's definition of a "public work" (section 1720(a)(1)).

PARTNERS will include wage requirements in all contracts for "public work" and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for "public work".
22. IMPLEMENTING AGENCY for each project component included in this agreement will be available to help resolve WORK-related problems generated by that component for the entire duration of PROJECT.

23. CALTRANS will issue, upon proper application, at no cost, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

24. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, all work in that area will stop until a qualified professional can evaluate the nature and significance of the discovery and a plan is approved for its removal or protection.

25. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e).

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete WORK without the written consent of the partner authorized to release them, unless required or authorized to do so by law.

26. If any partner receives a public records request, pertaining to WORK under this agreement, that partner will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any transferred public documents.

27. If HM-1 or HM-2 is found during WORK, IMPLEMENTING AGENCY for the project component during which it is found will immediately notify PARTNERS.

28. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule.

29. CITY, independent of PROJECT, is responsible for any HM-1 found outside existing SHS right of way. CITY will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impacts to PROJECT schedule.

30. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for managing HM-2 MANAGEMENT ACTIVITIES.

31. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

32. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each partner's responsibilities in this agreement.
33. IMPLEMENTING AGENCY for each project component will furnish PARTNERS with written quarterly progress reports during the implementation of WORK in that component.
34. Upon COMPLETION OF WORK, ownership and title to all materials and equipment constructed or installed as part of WORK within SHS right of way become the property of CALTRANS.
35. IMPLEMENTING AGENCY for a project component may accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
36. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No partner shall prejudice the rights of another partner until after PARTNERS confer on claim.
37. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years from the date of final federal voucher, whichever is later.
38. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State auditor, FHWA, and CITY will have access to all WORK-related records of each partner for audit, examination, excerpt, or transaction.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.

The audited partner will review the preliminary audit, findings, and recommendations, and provide written comments within 60 calendar days of receipt.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

39. PARTNERS consent to service of process by mailing copies by registered or certified mail, postage prepaid. Such service becomes effective 30 calendar days after mailing.

However, nothing in this agreement affects PARTNERS' rights to serve process in any other manner permitted by law.

40. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, SPONSOR will seek out additional funds and PARTNERS will amend this agreement.
41. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.
42. If WORK stops for any reason, PARTNERS are still obligated to implement all applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each partner's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
43. Each partner accepts responsibility to complete the activities that they selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

Scope: Plans, Specifications, and Estimates (PS&E)

44. CITY will ensure that the engineering firm preparing the plans, specifications, and estimates will not be employed by or under contract to the PROJECT construction contractor.

CITY will not employ the engineering firm preparing the plans, specifications, and estimates for construction management of PROJECT.

However, CITY may retain the engineering firm during CONSTRUCTION to check shop drawings, do soil foundation tests, test construction materials, and perform construction surveys.

45. CITY will identify and locate all utility facilities within PROJECT area as part of PS&E responsibilities. All utility facilities not relocated or removed in advance of construction will be identified on the plans, specifications, and estimate for PROJECT.
46. CITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of PROJECT or that violate CALTRANS' encroachment policy.
47. The responsibility to advertise, open bids, award, and approve the construction contract will be handled outside the commitments of this agreement.

48. CITY will coordinate, obtain, and implement the following resource agency permits, agreements, and/or approvals: Waste Discharge (NPDES) Permit and Regional Water Quality Control Board 401 Permit.

Scope: Right of Way (R/W)

49. CITY will provide a land surveyor licensed in the State of California to be responsible for surveying and right of way engineering. All survey and right of way engineering documents shall bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
50. CITY will provide CALTRANS-approved verification of its arrangements for the protection, relocation, or removal of all conflicting facilities and that such work will be completed prior to construction contract award or as otherwise stated in the PROJECT plans, specifications, and estimates. This verification must include references to all required SHS encroachment permits.
51. CITY will utilize a qualified CALTRANS-approved public agency or consultant in all right of way activities. Right of way consultant contracts will be administered by a qualified right of way person.
52. CITY will provide a Right of Way Certification to CALTRANS prior to PROJECT advertisement.
53. All right of way conveyances must be completed prior to COMPLETION OF WORK. CALTRANS' acceptance of right of way title is subject to review of an Updated Preliminary Title Report provided by CITY verifying that the title is free and clear of all encumbrances and liens. Upon acceptance, CITY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
54. CTC will hear Resolutions of Necessity if necessary.

COST

Cost: General

55. SPONSOR will secure funds for all WORK including any additional funds beyond the FUNDING PARTNERS' existing commitments in this agreement. Any change to the funding commitments outlined in this agreement requires an amendment to this agreement.
56. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost.

57. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within existing SHS right of way.
58. CITY, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to any HM-1 found outside of existing SHS right of way.
59. HM MANAGEMENT ACTIVITIES costs related to HM-2 are a PROJECT CONSTRUCTION cost.
60. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost.
61. The cost to comply with and implement the commitments set forth in the environmental documentation is a WORK cost.
62. The cost to ensure that PROJECT remains in environmental compliance is a WORK cost.
63. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is a WORK cost.
64. Independent of WORK costs, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
65. Independent of WORK costs, CITY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
66. Fines, interest, or penalties levied against any partner will be paid, independent of WORK costs, by the partner whose actions or lack of action caused the levy. That partner will indemnify and defend all other partners.
67. CALTRANS will administer all federal subvention funds identified on the FUNDING SUMMARY.
68. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost.
69. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.
70. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, the

PARTNER implementing the commitments or conditions accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That partner may request reimbursement for these costs during the amendment process.

71. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.
72. FUNDING PARTNER accepts responsibility to provide the funds identified on the FUNDING SUMMARY.
73. SPONSOR accepts responsibility to ensure full funding for the identified scope of work.

Cost: Plans, Specifications, and Estimates (PS&E)

74. The cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right of way will be determined in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

SCHEDULE

75. PARTNERS will manage the schedule for WORK through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

76. This agreement will be understood in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any legal action arising from this agreement will be filed and maintained in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides.
77. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
78. Any PARTNER who performs IQA does so for its own benefit, further, that PARTNER cannot be assigned liability due to its IQA activities.

79. 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 CALTRANS under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS or arising under this agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, 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 CALTRANS under this agreement.

80. Neither CALTRANS 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 or arising under this agreement.

It is understood and agreed that CITY will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, 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.

81. This agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. This agreement is not intended to affect the legal liability of PARTNERS by imposing any standard of care for completing WORK different from the standards imposed by law.

82. PARTNERS will not assign or attempt to assign agreement obligations to parties not signatory to this agreement.

83. Any ambiguity contained in this agreement will not be interpreted against PARTNERS. PARTNERS waive the provisions of California Civil Code section 1654.

84. A waiver of a partner's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.

85. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

86. If any partner defaults in their agreement obligations, the non-defaulting partner will request in writing that the default be remedied within 30 calendar days. If the defaulting partner fails to do so, the non-defaulting partner may initiate dispute resolution.

87. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of CITY will attempt to negotiate a resolution. If no resolution is reached, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of WORK in accordance with the terms of this agreement. However, if any partner stops WORK, the other partner(s) may seek equitable relief to ensure that WORK continues.

Except for equitable relief, no partner may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

Any civil complaints will be filed in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing partner will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

88. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
89. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this agreement.
90. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to WORK.
91. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.
92. PARTNERS will execute a formal written amendment if there are any changes to the commitments made in this agreement.
93. This agreement will terminate upon COMPLETION OF WORK or upon 30 calendar days' written notification to terminate and acceptance between PARTNERS, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

94. The following documents are attached to, and made an express part of this agreement:
SCOPE SUMMARY, FUNDING SUMMARY.
95. Signatories may execute this agreement through individual signature pages provided that each signature is an original. This agreement is not fully executed until all original signatures are attached.

CONTACT INFORMATION

The information provided below indicates the primary contact data for each partner to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. These changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:
John Vassiliades, Project Manager
100 S. Main Street, Suite 100
Los Angeles, California 90012
Office Phone: (213) 897-7395
Email: John_Vassiliades@dot.ca.gov

The primary agreement contact person for CITY is:
Edward Kao, Sr. Civil Engineer
1400 Highland Avenue
Manhattan Beach, California 90266
Office Phone: (310) 802-5358
Email: ekao@citymb.info

SIGNATURES

PARTNERS declare that:

1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF MANHATTAN BEACH

By: _____
Douglas R. Failing
District Director

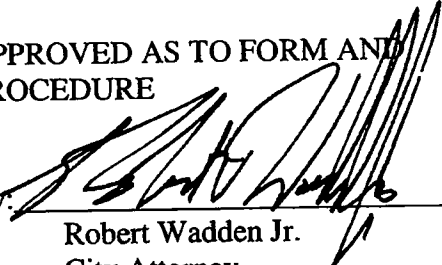
By: _____
Geoff Dolan
City Manager

CERTIFIED AS TO FUNDS:

Attest: _____
Liza Tamura
City Clerk

By: _____
Susan Harris
District Budget Manager

APPROVED AS TO FORM AND
PROCEDURE

By:  _____
Robert Wadden Jr.
City Attorney

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	CITY	N/A
3					Plans, Specifications, and Estimates (PS&E) - 185, 230, 235, 240, 250, 255, 260, 265	X	X	
	185				Prepare Base Maps and Plan Sheets for PS&E Development		X	
	230				Prepare Draft Plans, Specifications, and Estimates		X	
		05			Draft Roadway Plans		X	
		10			Draft Highway Planting Plans		X	
		15			Draft Traffic Plans		X	
		20			Transportation Management Plan		X	
		25			Draft Utility Plans		X	
		30			Draft Drainage Plans		X	
		35			Draft Specifications		X	
		40			Draft Plans, Specifications, and Estimates Quantities and Estimates		X	
		55			Structures Draft Plans, Specifications, and Estimates Incorporation		X	
		60			Updated Project Information for Plans, Specifications, and Estimates Package		X	
		65			Permits During Plans, Specifications, and Estimates Development		X	X
			05		U.S. Army Corps of Engineers Permit (404)			X
			10		U.S. Forest Service Permit(s)			X
			15		U.S. Coast Guard Permit			X
			20		Department of Fish and Game 1600 Agreement(s)			X
			25		Coastal Zone Development Permit			X
			30		Local Agency Concurrence/Permit			X
			35		Waste Discharge (NPDES) Permit		X	
			40		U.S. Fish and Wildlife Service Approval			X
			45		Regional Water Quality Control Board 401 Permit		X	
			50		Updated Environmental Commitments Record			X
			95		Other Permits			X
		70			Railroad Agreements		X	
		75			Agreement for Material Sites		X	
		80			Executed Maintenance Agreement		X	
		85			MOU From Tribal Employment Rights Office			X
		90			NEPA Delegation			X
		99			Other Draft Plans, Specifications, and Estimates Products		X	
	235				Mitigate Environmental Impacts and Clean Up Hazardous Waste HM-2		X	
		05			Environmental Mitigation		X	
		10			Detailed Site Investigation for Hazardous Waste		X	

	15		Hazardous Waste Management Plan		X	
	20		Hazardous Waste Plans, Specifications, and Estimates		X	
	25		Hazardous Waste Clean-Up		X	
	30		Certificate of Sufficiency		X	
	35		Long Term Mitigation Monitoring		X	
	40		Updated Environmental Commitments Record		X	
	45		NEPA Delegation			X
240			Draft Structures Plans, Specifications, and Estimates		X	
250			Final Structures Plans, Specifications, and Estimates Package		X	
255			Circulate, Review, and Prepare Final District Plans, Specifications, and Estimates Package	X	X	
	05		Circulated and Reviewed Draft District Plans, Specifications, and Estimates Package	X		
	10		Updated Plans, Specifications, and Estimates Package		X	
	15		Environmental Re-Evaluation	X		
	20		Final District Plans, Specifications, and Estimates Package		X	
	25		Geotechnical Information Handout		X	
	30		Materials Information Handout		X	
	35		Construction Staking Package and Control		X	
	40		Resident Engineer's Pending File		X	
	45		NEPA Delegation			X
	50		Secured Lease for Resident Engineer Office Space or Trailer		X	
260			Contract Bid Documents Ready to List		X	
265			Awarded and Approved Construction Contract			X
4			Right of Way (R/W) - 195, 200, 220, 225, 245, 300		X	
	195		Right of Way Property Management and Excess Land		X	
	200		Utility Relocation		X	
	220		Right of Way Engineering		X	
	225		Obtain Right of Way Interests for Project Right of Way Certification		X	
	50		Parcel and Project Documentation		X	
	55		Right of Way Interests		X	
	245		Post Right of Way Certification Work		X	
	300		Final Right of Way Engineering		X	

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	PS&E	R/W Capital	R/W Support	Subtotal Support	Subtotal Capital	Total Funds Type
LOCAL	CITY	LOCAL	\$425,000.00	\$90,000.00	\$19,000.00	\$444,000.00	\$90,000.00	\$534,000.00
FEDERAL	CITY	FTIP	\$500,000.00	\$0.00	\$0.00	\$500,000.00	\$0.00	\$500,000.00
		Totals by Component	\$925,000.00	\$90,000.00	\$19,000.00	\$944,000.00	\$90,000.00	\$1,034,000.00

RESOLUTION NO. 6170

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA, TO ENTER INTO A COOPERATIVE AGREEMENT WITH CALTRANS FOR THE SEPULVEDA BOULEVARD BRIDGE WIDENING PROJECT

THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the Sepulveda Boulevard Bridge falls under the jurisdictions of Caltrans and the City of Manhattan Beach, California; and

WHEREAS, CALTRANS and CITY, collectively referred to as PARTNERS, are authorized to enter in a cooperative agreement for improvements within the State Highway System right of way per Streets and Highways Code sections 114 and/or 130; and

WHEREAS, WORK completed under this agreement contributes toward widening of Sepulveda Boulevard (Route 1) from six lanes to seven lanes from 33rd Street to south of Rosecrans Avenue, referred to as PROJECT; and

WHEREAS, PARTNERS will cooperate to complete the Plans, Specifications, Estimates (PS&E), and Right of Way activities of PROJECT; and

WHEREAS, there are no prior PROJECT-related cooperative agreements; and

WHEREAS, prior to this agreement CALTRANS developed the Project Initiation Document and CALTRANS developed the Project Report; and

and WHEREAS, CALTRANS prepared the environmental documentation for PROJECT;

and WHEREAS, the estimated date for COMPLETION OF WORK is December 31, 2011;

WHEREAS, PARTNERS now define in this agreement the terms and conditions under which they will accomplish WORK; and

WHEREAS, the final cost of the PROJECT will be shared by both the City of Manhattan Beach and CALTRANS as delineated in the agreement.

NOW THEREFORE BE IT BE RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA IS TO ENTER INTO A COOPERATIVE AGREEMENT WITH CALTRANS FOR THE COMPLETION OF THE SEPULVEDA BOULEVARD BRIDGE WIDENING PROJECT. THE CITY COUNCIL ALSO AUTHORIZES THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF MANHATTAN BEACH, CALIFORNIA.

SECTION 1. The City Clerk shall make this Resolution reasonably available for public inspection within thirty (30) days of the date this Resolution is adopted.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution and thenceforth and thereafter the same shall be in full force and effect.

PASSED, APPROVED, and ADOPTED this 27th day of January, 2009.

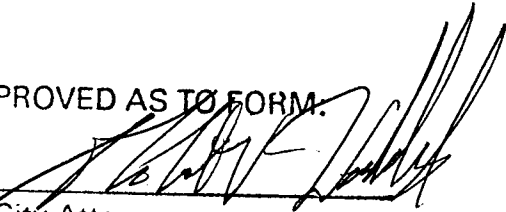
Ayes:
Noes:
Absent:
Abstain:

Mayor, City of Manhattan Beach, California

ATTEST:

City Clerk

APPROVED AS TO FORM.

By 

City Attorney

Rosecrans Ave

Proposed Sepulveda Blvd Bridge Widening Project



0 100 200 300 Feet

4 lanes North-bound



Valley Dr

3 lanes North-bound

Manhattan Village Mall

33rd St

Sepulveda Blvd

4 lanes North-bound

30th St



01/02/07