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RECOMMENDATION APPROVED;  
RESOLUTION NO. 18-8378 ADOPTED; AND  
AGREEMENT 18-3609 APPROVED  
BY THE BOARD OF HARBOR COMMISSIONERS

Transmittal 1



Executive Director's  
Report to the

Board of Harbor Commissioners

November 1, 2018

AMBER M. KLESGES  
Board Secretary

DATE: NOVEMBER 1, 2018

FROM: ENGINEERING

SUBJECT: RESOLUTION NO. 18-8378 - CALTRANS COOPERATIVE AGREEMENT NO. 07-5164 BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION TO DEVELOP PLANS, SPECIFICATIONS, AND ESTIMATE FOR THE STATE ROUTE 47(SR-47)/VINCENT THOMAS BRIDGE AND FRONT STREET/HARBOR BOULEVARD INTERCHANGE RECONFIGURATION PROJECT

**SUMMARY:**

Staff requests the Board of Harbor Commissioners (Board) approve the Caltrans Cooperative Agreement No. 07-5164 (Agreement) between the City of Los Angeles Harbor Department (Harbor Department) and the State of California Department of Transportation (Caltrans) to develop Plans, Specifications, and Estimates (PS&E) for the State Route 47 (SR-47)/Vincent Thomas Bridge and Front Street/Harbor Boulevard Interchange Reconfiguration Project (Project).

This Agreement, if approved by the Board, defines the respective roles and responsibilities of each agency during the PS&E phase of the Project, and requires the Harbor Department to develop PS&E and Right-of-Way work at an estimated cost of \$3,430,000. The Agreement will terminate after the PS&E are completed and a Closure Statement is signed by all parties. If approved by the Board, this Agreement will not obligate the Harbor Department to construct the Project. The total cost to complete the Project is currently estimated at \$31,050,000.

**RECOMMENDATION:**

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the Director of Environmental Management has determined that the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II, Section 2(f), of the Los Angeles City CEQA Guidelines;
2. Approve the State of California Department of Transportation (Caltrans) Cooperative Agreement between the City of Los Angeles Harbor Department and the State of California Department of Transportation;
3. Authorize the Executive Director to execute and Board Secretary to attest to said Agreement for and on behalf of the Board; and
4. Adopt Resolution No. 18-8378.

**DATE: NOVEMBER 1, 2018**

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**SUBJECT: CALTRANS COOPERATIVE AGREEMENT**

**DISCUSSION:**

Background and Context: The State Route 47 (SR-47)/Vincent Thomas Bridge and Front Street/Harbor Boulevard Interchange Reconfiguration Project (Project) is located within the boundaries of Knoll Drive to the north, Swinford Street to the south, Front Street to the east, and the I-110/SR 47 Freeway interchange to the west as shown in the site map (Transmittal 1). The Project will improve transportation safety and operation in and around the Port of Los Angeles complex.

On February 9, 2015, the Board of Harbor Commissioners (Board) approved Agreement 15-3311 between the City of Los Angeles Harbor Department (Harbor Department) and the South Bay Cities Council of Governments (SBCOG) through Resolution 15-7757, for a Measure R grant in the amount of \$1,000,000.

On November 17, 2015, the Board approved Cooperative Agreement 07-5049 between the Harbor Department and Caltrans in the amount of \$150,000, to develop the Project Study Report (PSR) for the Project.

On November 17, 2015, the Board awarded Agreement 15-3369 in the amount of \$999,000 to AECOM through Resolution 15-7888, to provide engineering and environmental services for the Project.

On June 15, 2017, the Board approved Cooperative Agreement 07-5120 between the Harbor Department and Caltrans to develop the Project Approval and Environmental Document (PA&ED) for the Project.

Pursuant to State of California Streets and Highway Code, Sections 114 and 130, Caltrans and the Harbor Department may enter into an agreement for improvements to the state highway system. The Harbor Department is the sponsor for the Project and implementing agency for Plans, Specifications, and Estimates (PS&E). Caltrans is the responsible agency for PS&E, and will provide review and approval of PS&E at no cost to the City of Los Angeles per the terms of the proposed Caltrans Cooperative Agreement No. 07-5164 (Agreement) (Transmittal 2).

This Agreement if approved by the Board, requires the Harbor Department to develop PS&E and Right-of-Way work at an estimated cost of \$3,430,000.

The Harbor Department will not be obligated to construct the Project. Additionally, by completing this PS&E phase, the Harbor Department will be eligible to seek additional transportation funds in the future to construct the Project, contingent upon approval by the Board. The total cost to complete the Project is currently estimated at \$31,050,000.

Staff anticipates the PS&E work for the Project will be completed over the periods of Fiscal Year 2018/2019 and Fiscal Year 2019/2020.

**DATE: NOVEMBER 1, 2018**

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**SUBJECT: CALTRANS COOPERATIVE AGREEMENT**

**ENVIRONMENTAL ASSESSMENT:**

The proposed action is approval of a Cooperative Agreement with Caltrans for the State Route 47 (SR-47)/Vincent Thomas Bridge and Front Street/Harbor Boulevard Interchange Reconfiguration Project, which is an administrative activity. The proposed action is limited to approval of a cooperative agreement. The scope of work to be performed under this agreement includes preparation of plans, specifications, and estimates. Therefore, the Director of Environmental Management has determined that the proposed action is an administratively exempt from the requirements of CEQA in accordance with Article II, Section 2(f) of the Los Angeles City CEQA Guidelines.

**FINANCIAL IMPACT:**

Approval of this resolution establishes the framework governing cooperation between the Harbor Department and Caltrans to develop the PS&E for the Project, and requires the Harbor Department to develop PS&E and Right-of-Way work at an estimated cost of \$3,430,000. Staff will be bringing forward to the Board an Amendment to the Measure R Funding Agreement with the Los Angeles County Metropolitan Transportation Authority providing to the Harbor Department an additional \$3,030,000 to offset a majority of the PS&E cost.

Approval of this resolution does not obligate the Harbor Department to construct the Project. The total cost to complete the Project is currently estimated to cost \$31,050,000. Any commitment of Harbor Department funds to construct the Project will be requested in a separate future Board action. Detailed cost responsibilities and any ongoing operating and maintenance costs subsequent to project completion will also be presented at that time.

DATE: NOVEMBER 1, 2018

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SUBJECT: CALTRANS COOPERATIVE AGREEMENT


**CITY ATTORNEY:**

The Office of the City Attorney has approved the Agreement as to form and legality.

**TRANSMITTALS:**

1. Project Vicinity Map
2. Caltrans Cooperative Agreement No. 07-5164 between the City of Los Angeles Harbor Department and Caltrans for the Project

FIS Approval: MB  
CA Approval: MB

  
DAVID M. WALSH, P.E.  
Chief Harbor Engineer

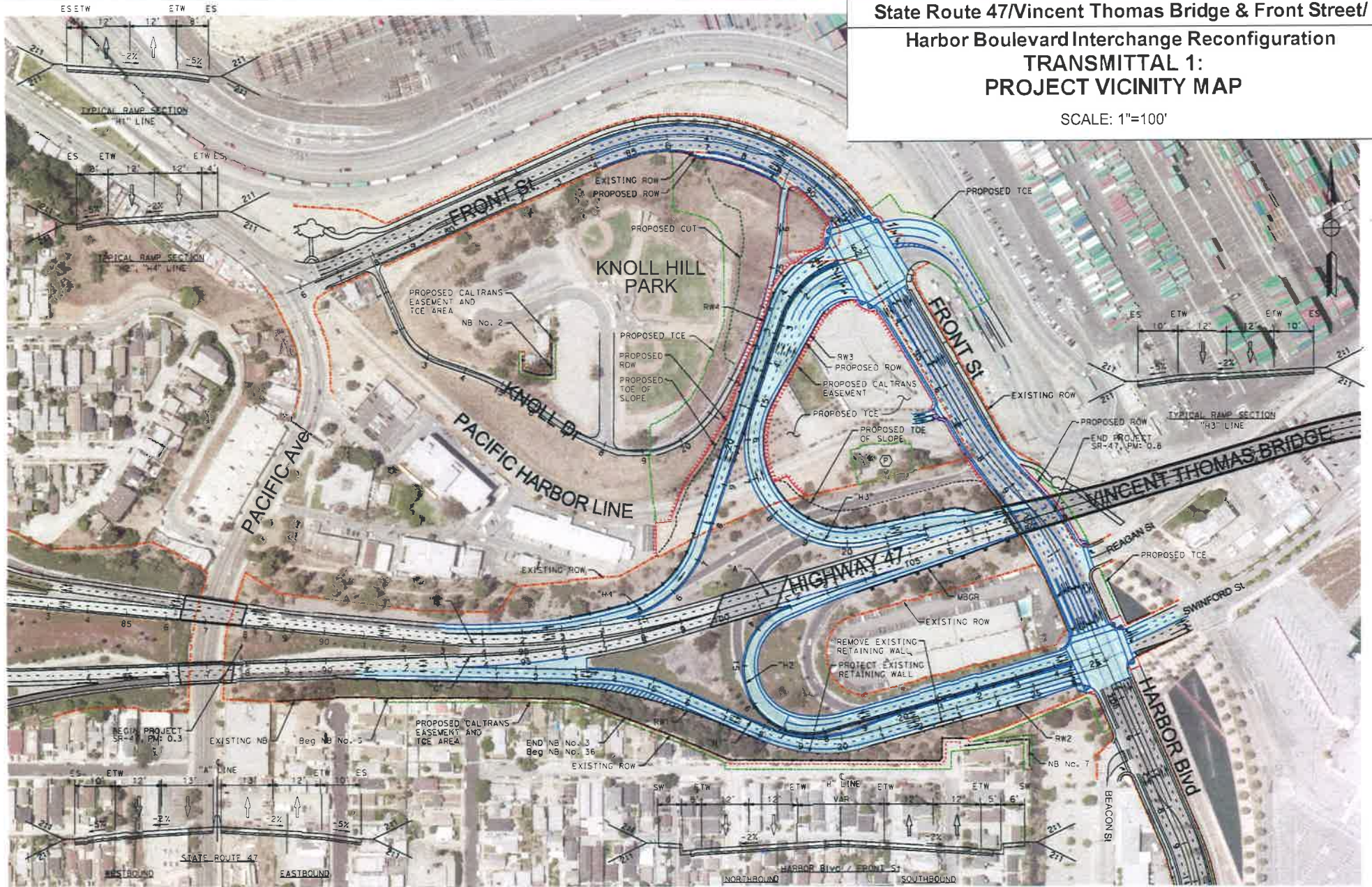
  
ANTONIO V. GIOIELLO, P.E.  
Deputy Executive Director

APPROVED:  
  
EUGENE D. SEROKA  
Executive Director

Author: S. Aziz  
PRO25334b5

State Route 47/Vincent Thomas Bridge & Front Street/  
 Harbor Boulevard Interchange Reconfiguration  
**TRANSMITTAL 1:**  
**PROJECT VICINITY MAP**

SCALE: 1"=100'





425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Eric Garcetti

*Mayor, City of Los Angeles*

Board of Harbor  
Commissioners

Jaime L. Lee  
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*Vice President*

Lucia Moreno-Linares  
*Commissioner*

Anthony Pirozzi, Jr.  
*Commissioner*

Edward R. Renwick  
*Commissioner*

Eugene D. Seroka

*Executive Director*

December 4, 2018

CalTrans  
100 S. Main Street  
Los Angeles, CA 90012

ATTN: Mr. John M. Vassiliades

(Via Hand Delivery)

SUBJECT: RESOLUTION NO. 18-8378 – CALTRANS COOPERATIVE AGREEMENT NO. 07-5164 BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION TO DEVELOP PLANS, SPECIFICATIONS, AND ESTIMATE FOR THE STATE ROUTE 47(SR-47)/VINCENT THOMAS BRIDGE AND FRONT STREET/HARBOR BOULEVARD INTERCHANGE RECONFIGURATION PROJECT

At its meeting held November 1, 2018, the Los Angeles Board of Harbor Commissioners approved Agreement No. 18-3609, regarding the above subject.

Enclosed are three (3) executed agreements, please sign all and return two (2) back to our office.

Please feel free to contact me at (310) 732-2642 if you have any questions.

Best Regards,

AMBER M. KLESGES  
Commission Secretary

HD: 18-36009

## COOPERATIVE AGREEMENT COVER SHEET

### Work Description

STATE ROUTE (SR 47)/VINCENT THOMAS BRIDGE AND FRONT STREET /HARBOR  
BOULEVARD INTERCHANGE RECONFIGURATION PROJECT

### Contact Information

#### CALTRANS

John M. Vassiliades, Project Manager  
100 S. Main St.  
Los Angeles, CA 90012  
Office Phone: (213) 897-7395  
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#### CITY OF LOS ANGELES HARBOR DEPARTMENT

Sarah Aziz, Project Manager  
425 South Palos Verdes Street  
San Pedro, CA 90731  
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## COOPERATIVE AGREEMENT

This AGREEMENT, effective on JANUARY 30, 2019, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Los Angeles Harbor Department, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY. CALTRANS and CITY are individually referred to as PARTY and collectively referred to as PARTIES.

### RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *State Route 47 (SR 47)/Vincent Thomas Bridge and Front Street/Harbor Boulevard Interchange Reconfiguration* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:
  - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
  - RIGHT-OF-WAY

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction 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.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:
  - CITY is developing the Categorical Exemption (Cooperative Agreement No. 07-5120).
  - CITY is developing the Categorical Exclusion (Cooperative Agreement No. 07-5120).
  - CITY completed the Project Initiation Document on April 5, 2017 (Cooperative Agreement No. 07-5049).
  - CITY is developing the Project Report (Cooperative Agreement No. 07-5120).
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

## **RESPONSIBILITIES**

### **Sponsorship**

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. CITY is the SPONSOR for the WORK in this AGREEMENT.

### **Implementing Agency**

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- CITY is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

- CITY is the RIGHT OF WAY IMPLEMENTING AGENCY

RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT-OF-WAY CAPITAL) and the cost of the staff work in support of the acquisition (RIGHT-OF-WAY SUPPORT).

11. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. The Quality Management Plan describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The Quality Management Plan will include a process for resolving disputes between the PARTIES at the team level. The Quality Management Plan is subject to CALTRANS review and approval.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

### **Funding**

13. The WORK does not use funds administered by CALTRANS. PARTIES will amend this AGREEMENT should this condition change.
14. Each PARTY is responsible for the costs they incur in performing the WORK unless otherwise stated in this AGREEMENT.

### **CALTRANS' Quality Management**

15. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Independent Quality Assurance (IQA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
16. CALTRANS' independent quality assurance (IQA) efforts are to ensure that CITY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). An IQA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs IQA it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA.

17. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
18. CITY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.
19. The cost of CALTRANS' quality management work is to be borne by CALTRANS.

### **CEQA/NEPA Lead Agency**

20. CALTRANS is the CEQA Lead Agency for the PROJECT.
21. CALTRANS is the NEPA Lead Agency for the PROJECT.

**Environmental Permits, Approvals and Agreements**

22. CITY will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to CITY's responsibilities in this AGREEMENT.
23. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
24. The PROJECT requires the following environmental permits/approvals:

<b>ENVIRONMENTAL PERMITS/REQUIREMENTS</b>
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board
State Waste Discharge Requirements (Porter Cologne), Regional Water Quality Control Board
Coastal Development Permit, Port of Los Angeles
Air Quality Permits

**Plans, Specifications, and Estimate (PS&E)**

25. As the PS&E IMPLEMENTING AGENCY, CITY is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
26. CALTRANS will be responsible for completing the following PS&E activities:

<b>CALTRANS Work Breakdown Structure Identifier (If Applicable)</b>
100.15.10.xx Independent Quality Assurance (IQA)

27. CITY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

CITY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

28. CITY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way 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.

**RIGHT-OF-WAY**

29. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, CITY is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

30. CALTRANS will be responsible for completing the following RIGHT-OF-WAY activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.25.10.xx Independent Quality Assurance (IQA)

31. The selection of personnel performing RIGHT-OF-WAY WORK will be in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.
32. 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 the PROJECT or that violate CALTRANS' encroachment policy.
33. CITY will provide CALTRANS a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for CALTRANS' concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.
34. 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 will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
35. Acquisition of right-of-way will not occur prior to the approval of the environmental document without written approval from the CEQA Lead Agency.

36. CITY will hear and adopt Resolutions of Necessity when authorized to do so by law or will work with local agencies having jurisdiction and authorized under the law to hear and adopt Resolutions of Necessity.

CITY will conduct and document Condemnation Evaluation and Condemnation Panel Review meetings as required in accordance with CALTRANS policy and guidance. CALTRANS will be notified in advance of any Condemnation Panel Review meetings.

37. If CITY acquires any right-of-way to be incorporated into the State Highway System, CITY will first acquire in its own name.

If CALTRANS acquires any right-of-way, CALTRANS will first acquire in CITY's name.

Title to the State Highway System right-of-way will ultimately be vested in the State. CALTRANS' acceptance of title will occur after the Right-of-Way Closeout activities are complete.

38. CITY will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all RIGHT-OF-WAY activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

CITY will submit a draft Right-of-Way Certification to CALTRANS six weeks prior to the scheduled Right-of-Way Certification milestone date for review.

CITY will submit a final Right-of-Way Certification to CALTRANS for approval prior to the advertising the construction contract.

39. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
40. 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 of all encumbrances and liens. Upon acceptance, CITY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
41. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

## Schedule

42. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

## Additional Provisions

### Standards

43. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; FHWA standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
- CADD User's Manual
  - CALTRANS policies and directives
  - Plans Preparation Manual
  - Project Development Procedures Manual
  - Workplan Standards Guide which defines WORK BREAKDOWN STRUCTURE (WBS) – WBS is a standardized hierarchical listing of project work activities/products in increasing levels of detail constituting each PROJECT COMPONENT
  - Standard Environmental Reference
  - Highway Design Manual
  - Right of Way Manual

### Noncompliant Work

44. CALTRANS retains the right to reject noncompliant WORK. CITY agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

### Qualifications

45. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

46. CITY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

47. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. PARTIES, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTIES, their contractors, consultants, agents, and utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
48. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

49. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

50. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

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

51. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to the WORK.

Hazardous Materials

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

HM-2 is 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 the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

53. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

54. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

55. CITY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. CITY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CITY, independent of the PROJECT, will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way.

56. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

57. 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.

### Claims

58. CITY may accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK without concurrence from the other PARTY.
59. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
60. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.
61. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
62. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

### Interruption of Work

63. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.
64. If WORK stops for any reason, each PARTY will continue to implement the obligations of this AGREEMENT, including the commitments and conditions included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

### Penalties, Judgements and Settlements

65. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

66. CITY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. CITY will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

Environmental Compliance

67. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

**GENERAL CONDITIONS**

**Venue**

68. PARTIES understand that this AGREEMENT is 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 PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

**Exemptions**

69. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming of funds by the California Transportation Commission (CTC) and the allocation thereof by the CTC.

### **Indemnification**

70. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their 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 and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
71. Neither CITY nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of their 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 and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

### **Non-parties**

72. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
73. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

### **Ambiguity and Performance**

74. CITY will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. CITY waives the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

75. 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.

### **Defaults**

76. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

### **Dispute Resolution**

77. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

78. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

### **Prevailing Wage**

79. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

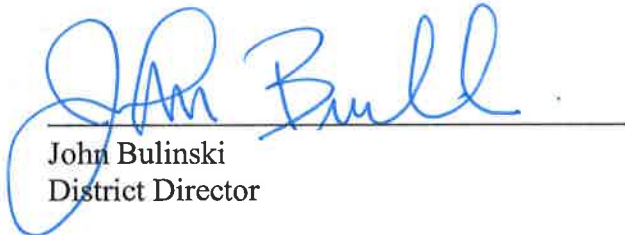
When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

**SIGNATURES**

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

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.

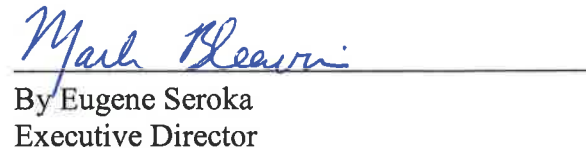
**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

  
John Bulinski  
District Director

**VERIFICATION OF FUNDS AND  
AUTHORITY:**

  
Paul T. Kwong  
District Budget Manager

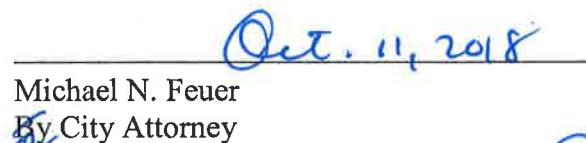
**CITY OF LOS ANGELES BY AND  
THROUGH ITS BOARD OF HARBOR  
COMMISSIONERS**

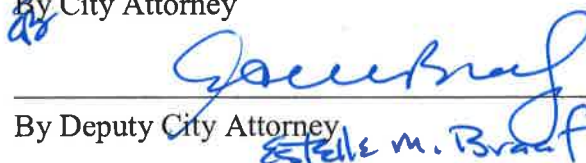
  
By Eugene Seroka  
Executive Director

Attest:

  
Amber M Kleges  
Secretary

Approved as to form and legality:

  
Michael N. Feuer  
By City Attorney

  
By Deputy City Attorney  
Estelle M. Braaf

**FUNDING SUMMARY NO. 01**

<b>FUNDING TABLE</b>						
<b>IMPLEMENTING AGENCY →</b>			<b>CITY</b>	<b>CITY</b>		
<b>Source</b>	<b>Party</b>	<b>Fund Type</b>	<b>PS&amp;E</b>	<b>R/W SUPPORT</b>	<b>R/W CAPITAL</b>	<b>Totals</b>
LOCAL	CITY	Measure	2,430,000	500,000	500,000	3,430,000
<b>Totals</b>			2,430,000	500,000	500,000	3,430,000

<b>SPENDING SUMMARY</b>						
<b>Fund Type</b>	<b>PS&amp;E</b>		<b>R/W Support</b>		<b>R/W CAPITAL</b>	<b>Totals</b>
	<b>CALTRANS</b>	<b>CITY</b>	<b>CALTRANS</b>	<b>CITY</b>	<b>CITY</b>	
Measure	0	2,430,000	0	500,000	500,000	3,430,000
<b>Totals</b>	0	2,430,000	0	500,000	500,000	3,430,000

## CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?  

YES / NO
  
2. Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?  

YES / NO
  
3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?  

YES / NO
  
4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?  

YES / NO
  
5. Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?  

YES / NO

If ALL answers are "YES", this form may be used to TERMINATE this AGREEMENT.

**CLOSURE STATEMENT**

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 07-5164 and any amendments to the agreement. The final signature date on this document terminates agreement 07-5164 except survival articles. All survival articles in agreement 07-5164 will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies.

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**CALTRANS**

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John Bulinski  
District Director

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Date

---

**CITY OF LOS ANGELES HARBOR DEPARTMENT**

---

Eugene Seroka  
Executive Director

---

Date

DISTRICT 7, 100 SOUTH MAIN STREET  
LOS ANGELES, CA 90012  
PHONE (213) 897-0362  
FAX (213) 897-7642  
TTY (213) 897-6610



*Flex your power!  
Be energy efficient!*

January 30, 2019  
07-LA-47-PM 0.3 / PM 0.8  
EA 31850  
Project Number 0715000304  
District Agreement 07-5164

Sarah Aziz  
Project Manager  
425 South Palos Verdes Street  
San Pedro, CA 90731

Dear Ms. Aziz:

Enclosed herewith are two (2) fully executed originals of Cooperative Agreement No. 07-5164 between the State of California, (CALTRANS) and City of Los Angeles Harbor Department (CITY) for your files. This Agreement shall not set precedence for future projects.

If you have any further questions, please call John M. Vassiliades, the Project Manager at (213) 897-7395.

Sincerely,

A handwritten signature in cursive script that reads "Chan Q. Kuoch".

CHAN Q. KUOCH, PE, PMP  
Caltrans District 07  
Cooperative Agreement and FTIP Program Manager

Attachments

cc: John M. Vassiliades, Project Manager  
File