

DEPARTMENT OF TRANSPORTATION
DISTRICT 7, 100 SOUTH MAIN STREET
LOS ANGELES, CA 90012
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March 18, 2011

07-LA-110-KP 3.26
EA: 26480

District Agreement 07- 4782A-1

Prashant Konareddy
Engineering Division
Port of Los Angeles
425 S. Palos Verdes Street
San Pedro, CA 90731

Dear Mr. Konareddy:

We are formally submitting Cooperative Agreement No. 07-4782A-1 between the State of California and the Port of Los Angeles. This Agreement shall not set precedence for future projects.

The package defines the terms for the above-referenced project and contains five (5) original copies of Agreement. Please sign all copies on behalf of the Port of Los Angeles. After you have executed the Agreement, please return all signed originals. Also, please furnish five (5) copies of the Resolution Minutes of the Order of Decree adopted by the Board authorizing the approval of the Agreement. The package should be sent to the following address:

Hamid R. Toossi
California Department of Transportation
District 7, Office of Design D
100 South Main Street, MS 12
Los Angeles, CA 90012

If you have any further questions, please call Gabe Hamidi at (213) 897-5354 or myself at (213) 897-2923.

Sincerely,

A handwritten signature in black ink, appearing to read "Hamid R. Toossi for".

HAMID R. TOOSSI, P.E.
Senior Transportation Engineer
Office of Design D

Attachments

c: Gabe Hamidi, Project Manager
File

07-LA-110 KP 3.26
In the Port of Los Angeles on
Interstate 110 at C Street
Access Ramp Improvement
07-26480

District Agreement No. 07-4782A-1

AMENDMENT No. 1 TO AGREEMENT

THIS AMENDMENT No. 1 TO AGREEMENT, ENTERED INTO EFFECTIVE ON June 29, 2011, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

PORT OF LOS ANGELES, a body politic and municipal corporation of the City of Los Angeles, acting by and through its Board of Harbor Commissioners, referred to herein as "PORT".

RECITALS

1. The parties hereto entered into a Cooperative Agreement 07-4782 on November 25, 2008 said Agreement defining the terms and conditions of a project consisting of widening the southbound off-ramp and northbound on-ramp, realignment of the Harry Bridges Boulevard, and combining the C-Street/Figueroa Street and John S. Gibson Boulevard/Harry Bridges Boulevard intersections at I-110 in the City of Los Angeles, referred to herein as "PROJECT".
2. It has been determined that PROJECT will not be completed prior to the termination date of said Agreement.

IT IS THEREFORE MUTUALLY AGREED:

1. The termination date specified in Section III, Article 25, of the Agreement shall now be October 31, 2022 instead of June 30, 2011.
2. Articles 15 through 18, 21 and 22 of Section III of the original Agreement 07-4782 are deleted in their entirety and replaced with the following:
 15. The party that discovers hazardous material (HM) will immediately notify the other party to this Agreement.

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

HM-2 is defined as 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.

16. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

STATE has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. PORT, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits outside existing SHS right of way. PORT will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule, and PORT will pay, or cause to be paid, all costs associated with HM-1 management activities.

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

Any management activity cost related to HM-2 is a PROJECT construction cost.

Management activities related to either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.

18. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.

21. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by PORT and/or its agents under or in connection with any work, authority or jurisdiction conferred upon PORT under this agreement. It is understood and agreed that PORT and/or its agents shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by PORT and/or its agents under this Agreement.
22. Neither PORT nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE and/or its agents under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE and/or its agents shall fully defend, indemnify and save harmless PORT and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE and/or its agents under this Agreement.
3. All other terms and conditions of Agreement 07-4782 shall remain in full force and effect.
4. This Amendment No. 07-4782A-1 to Agreement is hereby deemed to be a part of said Agreement.

District Agreement No. 07-4782A-1

STATE OF CALIFORNIA
Department of Transportation

PORT OF LOS ANGELES, acting by
and through its Board of Harbor
Commissioners

By: _____
Executive Director
Board of Harbor Commissioners

By: _____
Michael Miles
District Director

Attest: _____
Executive Secretary
Board of Harbor Commissioners

Certified as to Funds:

Approved as to Form:

By: _____
District Budget Manager

By: _____
City Attorney