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April 3, 1997

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Los Angeles County
Metropolitan
Transportation
Authority

One Gateway Plaza
Los Angeles, CA
90012

213.922.6000

TO: BOARD OF DIRECTORS
FROM: LINDA BOHLINGER
Linda Bohlinger
INTERIM CHIEF EXECUTIVE OFFICER
SUBJECT: HARBOR TRANSITWAY OPERATIONS AND
MAINTENANCE AGREEMENT WITH CALTRANS

RECOMMENDATION

Authorize staff to execute the attached Operations and Maintenance Agreement (O & M Agreement) with the California Department of Transportation (Caltrans) for the Harbor Freeway Transitway (Transitway) stations.

BUDGET IMPACT

Maintenance of the eight stations will amount to approximately \$188,000 per year. This amount has been included in the proposed FY98 Operations budget.

ORGANIZATIONAL IMPACT

The MTA Operations Planning and Scheduling Department is in the process of restructuring local and express bus service to serve the various Transitway stations as they are opened, commencing with the Slauson Avenue and Artesia Stations.


ALTERNATIVES CONSIDERED

No other alternatives were considered. The Transitway stations were built to accommodate on-freeway bus loading for the regional bus system. Planning documents and letter agreements from both MTA predecessors assumed MTA maintenance of the Transitway station facilities.

BACKGROUND

The attached O & M Agreement covers the responsibilities of both agencies relative to the eight Transitway stations, including maintenance, cleaning, and repair of the stations. MTA responsibility for the stations extends from the inner curb of the bus lane to the pedestrian street access. Caltrans retains responsibility for maintenance and repair of the park n' ride lots, busway lanes, bridges, and other structures associated with the general HOV facility. The MTA shall be responsible for any redesign, reconstruction or repair to facilities that is necessitated by bus operations. Such reconstruction or redesign will be performed by Caltrans and funded by the MTA.

Prepared by: Karen Heit



Ellen Levine, Executive Officer
Operations

Attachment:

OPERATIONS AND MAINTENANCE AGREEMENT
FOR THE
I-110 HARBOR FREEWAY
TRANSIT STATIONS/CENTER AND PARK-N-RIDE LOTS
BETWEEN THE
DEPARTMENT OF TRANSPORTATION
STATE OF CALIFORNIA
AND THE
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Agreement, dated _____, 1997, is made by and between the Los Angeles County Metropolitan Transportation Authority (MTA), and State of California (STATE).

Recitals

- A. The STATE has under construction, a High Occupancy Vehicle (HOV) System along I-110 Freeway known as the Harbor Transitway in the City of Los Angeles. As part of the System, STATE is constructing a Transit Center/Transit Stations and Park & Ride lots along the freeway, as depicted on Exhibit A (attached) and made a part of this agreement.
- B. STATE and MTA desire to enter into this Agreement whereby certain aspects of the operations and maintenance of the Transit Stations/Center and Park-n-Ride lots as they may interact with the freeway and certain aspects of the operations and maintenance of the freeway as they may interact with Transit Stations/Center and Park & Ride lots operations, are mutually defined.

- C. It is the parties intention that the planning, operations and maintenance of their respective facilities be done in a cooperative and mutually beneficial manner such that the responsibilities of both parties can be met without negatively impacting either's operations and without duplicative or conflicting efforts and costs.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I DEFINITIONS

For the purpose of this Agreement, the following terms shall have the defined meaning set forth below:

- 1.1 STATE is defined as the Department of Transportation, State of California, and as the context may require, its officials, employees, agents, contractors and subcontractors.
- 1.2 MTA is defined as the Los Angeles County Metropolitan Transportation Authority and, as the context may require, its members, employees, agents, contractors and subcontractors.
- 1.3 Bus Lane is defined as the Exclusive Bus Lane that is utilized by Regional and Municipal Transit providers to the exclusion of single occupancy private automobiles or high occupancy vehicles not engaged in public activities.
- 1.4. Park & Ride Lot(s) is defined as parking facilities owned by the STATE located at the seven sites near Transit Stations along the freeway between Exposition Boulevard and Route 47. The Park & Ride lots include lighting, landscaping, art enhancements, bus layover areas, signing, striping, pavement markings and pavement. Park & Ride lots exclude areas and

facilities exclusively reserved for public transit vehicles. Said lots are as follows:

- o I-110/LA-47 Beacon Street Park-n-Ride
- o I-110/LA-1 Pacific Coast Park-n-Ride
- o I-110/Carson Street Park-n-Ride
- o I-110/LA-91 Artesia Transit Center (182nd Street)
- o I-110/Rosecrans Avenue Park-n-Ride
- o I-110/Manchester Avenue Park-n-Ride
- o I-110/Slauson Avenue Park-n-Ride

- 1.5 Transit Station/Center is defined as passenger access stations, on-line in the freeway median or out side shoulders, and stand alone. There are a total of eight HOV Transit Stations along the 19.6 miles of the freeway shown on Exhibit A and listed as follows:

Beacon Street, Pacific Coast, Carson Street, Artesia Transit Center (182nd Street), Rosecrans Avenue, Manchester Avenue, Slauson Avenue, and 37th Street. Transit centers shall include for the purpose of this agreement, areas and facilities, used exclusively for public transit vehicles.

Transit Stations include all normal station amenities such as, stairs, canopy (including canopy in the Park & Ride lot at Artesia Transit Center), elevators, lighting, platform and structures, equipment rooms, communication rooms, detection systems, sight furnishings, arbors, portals, art work, station entrance plazas, landscaping. Transit stations extend from the inner curb line of the busway roadway, excluding the actual roadway

- 1.6 Responsible is defined, unless otherwise stated, to include both the cost as well as the duty to perform the designated work.
- 1.7 Facility is defined as real or personal property located within or in the vicinity of the route shown on Exhibit A, such as structures, safety conveniences or devices, planting, lighting, landscaping, equipment, improvements, and other properties under the ownership or operating jurisdictions of MTA or STATE, as the case may be.

- 1.8 Maintenance is defined as the preservation, cleaning repair, and keeping (including graffiti removal) of each type of facility in the safe and usable condition to which it has been arranged or constructed.
- 1.9 Reconstruction is defined as (I) the performance of maintenance to facilities where the cost thereof is fifty percent (50%) or greater of the item's replacement costs or (II) the actual replacement of a facility, whether necessitated by substantial damage or destruction to an item or by planned and orderly replacement under a capital improvement program of the owner of the item.

II RESPONSIBILITIES

2.1 Park & Ride Lot(s)

- 2.1.1. STATE is responsible for all routine maintenance, including graffiti removal on walls and enclosures, signing, landscaping, lighting, pavement repair, striping, fencing and security.
- 2.1.2. STATE is responsible for all reconstruction (exclusive of any new construction) of the Park & Ride Lots. All soundwall enclosures around the lots will be maintained, repaired, and reconstructed by STATE at its costs, except if reconstruction is from a cause arising from bus operations, STATE would direct the repair work, but MTA would be responsible to pay the cost thereof.

2.2 Transit Stations

- 2.2.1. MTA is responsible for all routine maintenance of Transit Stations from City street to freeway levels, including graffiti removal, signing, lighting, security and station amenities in Section I, 1.5.

2.2.2. STATE is responsible for repair or reconstruction (exclusive of any new construction) of the Transit Stations, except that if the need for the reconstruction is due to a cause arising from bus operations, State would direct the work but MTA would be responsible to pay the cost thereof.

2.3 Bus Lane

2.3.1. STATE is responsible for maintenance and reconstruction of median barriers and crash cushions, except that if the need for maintenance and reconstruction is from a cause arising from bus operations, STATE would perform the repair work but MTA would be responsible to pay the cost thereof.

2.3.2. Each party is responsible for removal and clean-up of graffiti on each respective side/segment of the concrete barrier along bus lanes.

2.3.3. STATE would be responsible and direct the repair and maintenance work for the bus lane.

2.4. Other Structures

2.4.1. STATE is responsible for inspection, maintenance, repair and reconstruction of bridge structures, i.e., the entirety of those bridge structures which include both bus and freeway facilities. If the need for maintenance, repair or reconstruction arises from bus operations, the costs thereof will be the responsibility of MTA; the STATE reserves the right to perform such work if public safety is in jeopardy but MTA would be responsible for the costs thereof.

2.4.2. STATE is responsible for inspection, maintenance, repair and reconstruction of the pedestrian overcrossing, at Slauson Transit Station, Bridge No. 53-2776R except that MTA is responsible for inspection, cleaning and sweeping, and graffiti removal. If the need for maintenance, repair or reconstruction arises from bus operations, the costs thereof will be the responsibility of MTA.

2.4.3. STATE is responsible for all aspects of the structural integrity of all station platforms, including inspection, and maintenance. If the need arise from maintenance, repair or reconstruction arises from Bus operation, the cost thereof will be the responsibility of MTA.

2.7 New Construction

This section covers relocation of existing facilities or new construction of facilities which, in either case, materially impacts the facilities of the other party. Such work may require a permit from the other party, and a fee to cover the necessary and reasonable costs incurred to review design of construction plans and specifications of work that affects the other's facilities. Provisions that reasonable safety measures are undertaken during construction work, and that the work be carried out in a reasonable manner so as not to significantly disrupt the operations of the other's facilities, may be conditions for the issuance of said permit.

If agreement cannot be reached on the appropriate conditions for the issuance of the permit, then the parties can take such action with respect to the proposed work as is authorized by law.

III MISCELLANEOUS

3.1. Nothing in this Agreement shall modify applicable Federal law, STATE law and regulations.

3.2. Indemnity

DISTRICT AGREEMENT NO. 07-4337

- 3.2.1. MTA agrees to indemnify, defend and save harmless STATE, its officers, agents and employees from and against any and all liability, expenses (including defense costs and legal fees), claims, losses, suits and actions of whatever kind, for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with MTA's (or its agents or contractors) performance, acts, or omissions under this Agreement.
- 3.2.2. STATE agrees to indemnify, defend and save harmless MTA, its officers, agents and employees from and against any and all liability, expenses (including defense costs and legal fees), claims, losses, suits and actions of whatever kind, for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with STATE's (or its agents or contractors) performance, acts or omissions under this Agreement.
- 3.3 Unless otherwise expressly stated in this Agreement, in the event of a catastrophic event to a facility, such as the collapse or damage of a bridge structure due to earthquake or other disaster, STATE will be responsible for the reconstruction of bridge structures and structures described in Sections 2.4.2., and 2.4.3. concrete barriers separating the freeway and bus lane, and all other related costs.
- 3.4 Where one party performs work hereunder which the other will pay for, reimbursable costs include all reasonable necessary costs, including direct and indirect using the then current overhead rates of the party performing the work, with payment to be made within 90 days of invoicing. All work performed by or at the direction of one party which may affect the other's facility shall be done in a good and workmanlike manner in accordance with applicable industry standards and

subject to the other party's reasonable acceptance. If reconstruction work by MTA requires access to the freeway, said access will be provided, but subject to the STATE encroachment permit process.

3.5 Audit and Inspection

Each party shall have reasonable rights to inspect and audit the other's records relating to its performance of any work hereunder, including records of contractors performing work for either party, affecting the other's facilities until expiration of three (3) years after completion of such work.

3.6 Insurance

Any contractor performing work involving the Freeway or Transit stations/Center and Park-n-Ride that may impact the other's Facility shall obtain and maintain insurance in full force and effect in amounts, coverage and terms, and issued by insurance companies, as are reasonably acceptable to the other party. Such terms and conditions may include, among others, naming the other party as an additional insured on the said policies, requiring proof of evidence of such insurance, and requiring reasonable notification to the other before cancellation or substantial modification thereof.

3.7 Approvals - Further Developments

Where this Agreement requires approval, consent, permission, satisfaction, agreement or authorization by either party, such approval, consent, permission, satisfaction, agreement or authorization shall not be unreasonable withheld. The parties agree to execute such further documents, agreements, instructions and notices as may be necessary or appropriate to effectuate the transactions contemplated by this Agreement.

3.8 Notices

- 3.8.1. Any notices required or permitted to be given under the terms of this Agreement shall be in writing and transmitted by courier, Federal Express, or similar service, or deposited in the United States Mail, postage prepaid, by registered

3.10 Waiver

The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the rights at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any other condition or of any breach or any other term, covenant, representation or warranty.

3.11 Entire Agreement - Modification

This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. This Agreement may not be amended, modified, superseded or cancelled, nor may any of the terms, covenants, representations, warranties or conditions hereof be waived, except by written instruction executed by the party against whom such amendment, modification, supersedure, cancellation or waiver is to be charged.

3.12 Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

3.13 Severability

In the event that any portion hereof is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

3.14 Gender and Tense

As used in this Agreement, the masculine, feminine and neuter gender, and the singular or plural number shall each be deemed to include the other or others whenever the context so indicates.

3.15 Headings

The headings which appear at the commencement of each section are descriptive only for convenience in reference to this Agreement. Should there be any conflict between any heading and the section itself, the section itself and not the heading shall control as to construction.

3.16 Incorporation of Exhibits

Every exhibit to which reference is made in this Agreement is hereby incorporated in this Agreement by such reference.

3.17 Counterpart Originals

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

3.18 Authority

The persons executing this Agreement warrant and acknowledge that they are empowered to do so under their respective governing instruments and by their applicable executive officers and boards. The Caltrans Director of Transportation and MTA Chief Executive Officer, or their respective designees, are authorized to amend the Exhibits hereto from time to time as appropriate.

DISTRICT AGREEMENT NO. 07-4337

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

STATE OF CALIFORNIA
Department of Transportation

JAMES VAN LOBEN SELS
Director of Transportation

BRENT FELKER
District Director
District 7

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY

By: _____
LINDA BOHLINGER
Interim Chief Executive
Officer

APPROVED AS TO FORM:

By: _____
DEWITT W. CLINTON
County Counsel

Attachments: Exhibit "A"

DA-4337.GH

