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May 1, 1997



Los Angeles County
Metropolitan
Transportation
Authority

One Gateway Plaza
Los Angeles, CA
90012

213.922.6000

Mailing Address:
P.O. Box 194
Los Angeles, CA 90053

TO: BOARD OF DIRECTORS

Linda Bohlinger

FROM: LINDA BOHLINGER, INTERIM CHIEF EXECUTIVE OFFICER

SUBJECT: APPROVE THE CONTRIBUTION/REIMBURSEMENT AGREEMENT, NO. 4270 WITH THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION FOR METRO PASADENA BLUE LINE PROJECT

RECOMMENDATION

Approve the Contribution Agreement negotiated with the State of California, Department of Transportation (CALTRANS) for the Metro Pasadena Blue Line Project in the estimated amount of \$92,804, to be allocated into the Pasadena Blue Line Budget.

Within Construction Committee authority YES NO

ORGANIZATIONAL IMPACT

Approval will permit Caltrans and Metro Pasadena Blue Line Project to meet their obligations pursuant to Streets and Highways Code Section 114 through allocation of funds to the project budget.

BUDGET IMPACT

The funds for this action are available within the Board/approved project budget of \$803,868,500. This recommended action does not impact the MTA Fiscal Year Budget or the Sources of Funds, either in the Fiscal Year or over the life of the project.

Potential for Cost Recovery YES NO

ALTERNATIVES CONSIDERED

There are no alternatives to consider. This item is mandated by the State Highway Administration and is required as an improvement item for State owned overpasses.

BACKGROUND

Pursuant to Streets and Highways Code Section 114, the MTA and Caltrans have entered into a Contribution Agreement to perform improvements on state property. The State of California desires certain improvements, consisting of seismic retrofit to the Lacy Street Underpass over the Golden State Freeway. This agreement defines the terms and conditions under which the improvements are to be constructed, financed and maintained. This work is to be accomplished under Contract C6435. Caltrans will reimburse the MTA for the value of this work.

The anticipated reimbursement is estimated at \$92,804.

The breakdown is anticipated as follows:

- 1. Traffic Control: \$10,000
- 2. Bridge Removal (a portion): \$100
- 3. Structural Concrete, Bridge: \$15,000
- 4. Drill and Bond Dowel: \$2,520
- 5. Bar Reinforcing Steel (Bridge): \$1,719
- 6. Miscellaneous Metal (Bridge): \$63,465

Final Reimbursement will be based upon a final invoice to be prepared upon completion of the construction.

DBE PARTICIPATION

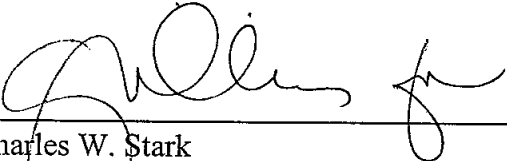
There is no requirement for DBE participation for this Agreement.

ATTACHMENTS

Attachment No. 1 - Caltrans Reimbursement Agreement

Attachment No. 2 - Delegation of Authority Table

Prepared by: Michael F. Loller, Third Party Coordinator
David E. Sievers, Deputy Executive Officer, Construction
Metro Pasadena Blue Line Project



Charles W. Stark
Interim Executive Officer, Construction

07-LA-5-20.26
Lacy Street Underpass
EA 440401
District Agreement No. 4270

CONTRIBUTION AGREEMENT

THIS AGREEMENT, ENTERED INTO ON _____, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE" and

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY, a public
corporation of the State of California,
referred to herein as "AUTHORITY".

RECITALS

1. STATE and AUTHORITY, pursuant to Streets and Highways Code Section 114 are authorized to enter into a Contribution Agreement for improvements to State highways within the County of Los Angeles.
2. AUTHORITY contemplates the modifications to the track work, drainage etc. at the Lacy Street Underpass over Golden State Freeway (I-5, PM 20.26) for a double track of light rail passenger trains (one of the several bridges, proposed for modifications, included in AUTHORITY's Contract No. C6435), referred to herein as "PROJECT".
3. STATE desires certain improvements, consisting of seismic retrofit to the Lacy Street Underpass over Golden State Freeway (I-5, PM. 20.26), referred to herein as "IMPROVEMENTS", be installed by AUTHORITY as part of AUTHORITY's PROJECT.
4. The parties hereto intend to define herein the terms and conditions under which IMPROVEMENTS are to be constructed, financed, and maintained.

SECTION I

AUTHORITY AGREES:

1. To administer the construction contract for PROJECT and to include IMPROVEMENTS as part of PROJECT construction.
2. To comply with the terms and conditions of the Highways encroachment permits, existing California law, including statutory and case law, and all existing property rights when determining liability for utility relocation costs within the existing or proposed State highway right-of-way.
3. AUTHORITY shall make proper application for permits where construction of PROJECT facilities require work in STATE's right-of-way. STATE shall issue an encroachment permit authorizing AUTHORITY to proceed after review and approval of the appropriate PROJECT PS&E. AUTHORITY shall issue a Work Order to reimburse STATE for PROJECT construction inspection costs.
4. To construct PROJECT and IMPROVEMENTS in accordance with plans and specifications of AUTHORITY to the satisfaction of and subject to the approval of STATE.
5. Upon completion and acceptance of PROJECT construction contract by AUTHORITY, to furnish STATE a complete set of full-sized film positive reproducible as-built plans showing all modifications and all contract records, including survey documents and microfilm copies of all structure plans.
6. Upon completion of PROJECT and all work incidental thereto, to submit to STATE, a signed itemized billing, in triplicate, with specific details of the direct costs to AUTHORITY for construction upon completion and acceptance of the construction contract for PROJECT.
7. The estimated construction cost of IMPROVEMENTS is \$92,804.25, per the detailed cost break-down indicated in Exhibit A, attached and made a part of this Agreement including the cost of seismic retrofit to the Lacy Street Underpass, traffic handling, lane closures, etc. as required, but excluding costs towards utility relocation, trackwork related costs, drainage of bridge deck, etc. and such costs shall not be exceeded unless additional funds are approved and provided by STATE.
8. To retain or cause to be retained for audit by STATE or other government auditors for a period of three (3) years from date of final payment, all records and accounts relating to construction of PROJECT.

SECTION II

STATE AGREES:

1. After approval of the design of IMPROVEMENTS and proper applications by AUTHORITY, STATE shall issue an encroachment permit authorizing AUTHORITY to proceed with the work. AUTHORITY shall include in the Work Orders, funds to reimburse STATE for costs involved in any additional required review of PS&E and for construction inspection costs.
2. To provide a qualified STATE Representative who shall have authority to accept or reject work and materials or to order any actions needed for public safety or the preservation of property, and to assure compliance with all provisions of the encroachment permit(s) issued to AUTHORITY and AUTHORITY's contractor.
3. To reimburse AUTHORITY within 25 days of receipt of billing for actual direct construction costs for IMPROVEMENTS incurred by AUTHORITY during PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of the resources by the Legislature and the allocation of resources by the California Transportation Commission.
2. Construction by AUTHORITY of IMPROVEMENTS referred to herein which lie within STATE highway rights of way or affect STATE facilities, shall not be commenced until an encroachment permit to AUTHORITY authorizing such work has been issued by STATE.
3. AUTHORITY shall obtain aforesaid encroachment permit through the office of District Permit Engineer. Receipt by AUTHORITY of the approved encroachment permit shall constitute AUTHORITY authorization from STATE to proceed with work to be performed by AUTHORITY or AUTHORITY representatives within STATE rights of way or which affects STATE facilities, pursuant to work covered by this Agreement. AUTHORITY's authorization to proceed with said work shall be contingent upon AUTHORITY's compliance with all provisions set forth in said encroachment permit.
4. AUTHORITY's construction contractor shall also be required to obtain an encroachment permit from STATE prior to commencing any work within STATE rights of way or which affects STATE facilities. The application by AUTHORITY's contractor for said encroachment permit shall be made through the office of State District Permit Engineer and shall include proof said contractor has payment and performance surety bonds covering construction of PROJECT. Said bonds shall name STATE as obligee for the value of the work done within STATE's right-of-way. STATE will issue said permit upon its reasonable determination of the satisfaction of any bond requirements and conformance of the proposed work to the approved PS&E.
5. After AUTHORITY has opened bids for construction of PROJECT, STATE's estimate of IMPROVEMENTS cost will be revised based on actual bid prices.
6. In the construction of said work, said representative of AUTHORITY and STATE will cooperate and consult with each other, and all work within STATE's right of way shall be accomplished to the satisfaction of STATE's representative.
7. If existing public and/or private utilities conflict with the construction of IMPROVEMENTS, AUTHORITY will make all necessary arrangements with the owners of such utilities for their protection, relocation or removal. AUTHORITY will inspect the protection, relocation or removal of such facilities. If there are costs of such

protection, relocation, or removal which STATE and AUTHORITY must legally pay, total cost will be borne by STATE. If any protection, relocation, or removal of utilities is required, such work shall be performed in accordance with STATE policy and procedure. AUTHORITY shall require any utility owner performing relocation work in STATE's right of way to obtain a STATE encroachment permit prior to the performance of said relocation work.

8. Upon completion of construction of IMPROVEMENTS, AUTHORITY shall notify STATE in writing that said construction is ready for final inspection. The final inspection of facilities to be maintained by STATE shall be attended by representatives of AUTHORITY and STATE. At such inspections, each party shall inform the other of any deficiencies or discrepancies in any work discovered in the course of such final inspection. AUTHORITY will then direct any corrective work required to the facility conform to the approved design. Upon acceptance of the modifications by STATE, STATE shall assume full responsibility for the facility except for hidden defects not discovered by STATE.

9. Upon completion of all work under this Agreement, ownership and title to all materials, equipment and appurtenances installed within STATE's right of way will automatically be vested in STATE. No further agreement will be necessary to transfer ownership to STATE.

10. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.

11. Neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless STATE, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.

12. Neither AUTHORITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify and save harmless AUTHORITY, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.

13. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

14. This Agreement shall terminate upon completion of construction of IMPROVEMENTS and upon final payment to AUTHORITY by STATE, pursuant to Section II, Article (3) of this Agreement, or on December 31, 1997, whichever is earlier in time.

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

"STATE"

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

JAMES W. van LOBEN SELS
Director of Transportation

By: _____
BRENT R. FELKER
District Director

Date: _____

Approved as to Form and Procedure:

By: _____
Attorney
Department of Transportation

Certified as to Funds:

Manager, Office of Budget

Approved as to Procedure:

Accounting Administrator

"AUTHORITY"

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By: _____
LINDA BOHLINGER
Interim Chief Executive Officer

Date: _____

Approved as to Form:

DeWitt W. Clinton
County Counsel

By: _____
Deputy

EXHIBIT A

PASADENA BLUE LINE
LACMTA CONTRACT NO. C6435

RETROFIT OF LACY STREET UNDERPASS
(Bridge #53-1405, I-5, PM 20.26)

Schedule of Quantities and Bid Prices

No	Description	Est. Qty	Unit	Unit Price	Total Price
1	Traffic Control System	1	LS	N/A	\$10,000.00
2	Bridge Removal (Portion)	1	LS	N/A	\$100.00
3	Structural Concrete, Bridge	10	CY	\$1,500.00	\$15,000.00
4	Drill & Bond Dowel	126	LF	\$20.00	\$2,520.00
5	Bar Reinforcing Steel (Bridge)	2,645	LB	\$0.65	\$1,719.25
6	Miscellaneous Metal (Bridge)	21,155	LB	\$3.00	\$63,465.00
	Total				\$92,804.25

ATTACHMENT NO. 2

Contract Number	Third Party Agency	Original Value	Value of Committee Changes To Date	Value of Current Change	Cumulative Value of Changes Approved By Committee
F801-800005	CALTRANS	\$92,804	0	0	0