

Council Meeting of  
March 21, 2006

Honorable Mayor and Members  
of the City Council  
City Hall  
Torrance, California

**Members of the Council:**

**SUBJECT: Adoption of a RESOLUTION to Enter into an Agreement with Caltrans for the Maintenance of State Highways in the City of Torrance and the Repeal of Resolution 74-280.**

**Expenditure: Not to Exceed \$107,581**

**RECOMMENDATION**

The Public Works Director recommends that the City Council:

- 1) Adopt a **RESOLUTION** allowing the City of Torrance to enter into an Agreement with the State of California Department of Transportation (Caltrans) for the maintenance of State highways in the city of Torrance and repeal Resolution 74-280.
- 2) Authorize and execute the State Highway Maintenance Agreement in the city of Torrance between the City of Torrance and the State of California Department of Transportation.

**Funding**

Funding is available in the Public Works Department Operating Budget which will be fully reimbursed from Caltrans.

**BACKGROUND/ANALYSIS**

The State of California Department of Transportation (Caltrans) is in the process of updating all of their State highway maintenance agreements and has requested that the maintenance agreement for State highways (sweeping, potholes, sidewalk repair, tree trimming) between the City and Caltrans be updated.

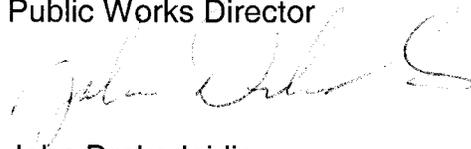
The City of Torrance and Caltrans have had a State Highway Maintenance Agreement of State highways in the city of Torrance since 1975. In entering into a new maintenance agreement, the original Resolution 74-280 that allowed us to enter into the 1975 agreement needs to be repealed and replaced with a new Resolution.

The new Agreement with the State will continue to allow the City to provide maintenance of State highways. Maintenance functions performed under this Agreement include street sweeping, pothole maintenance, tree trimming, sidewalk repair, culvert, ditch and drain repair and the replacement of safety signs upon request from safety officers.

The Agreement (Attachment B) has been reviewed and approved as to form by our City Attorney and also by the Attorney for the Department of Transportation.

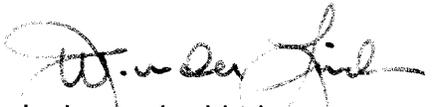
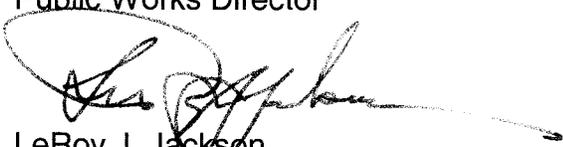
Respectfully submitted,

ROBERT J. BESTE  
Public Works Director



By: John Drakodaidis  
Sr. Administrative Analyst

CONCUR:

  
Jack van der Linden  
Deputy Public Works Director  
Robert J. Beste  
Public Works Director  
LeRoy J. Jackson  
City Manager

Attachments: A) Resolution  
B) Agreement

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE FOR MAINTENANCE OF DESIGNATED PORTIONS OF STATE HIGHWAYS IN THE CITY OF TORRANCE AND REPEAL RESOLUTION 74-280

WHEREAS, the State of California, through its Department of Transportation has presented an Agreement for maintenance of designated portions of State highways in the City of Torrance effective as of \_\_\_\_\_, and to remain in effect until amended or terminated.

WHEREAS, the City Council has heard/read the Agreement in full, and is familiar with the contents thereof:

NOW THEREFORE, the City Council of the City of Torrance does hereby resolve that the Agreement for maintenance of designated portions of STATE highways in the CITY is hereby approved and the Mayor and the City Clerk are directed to sign the Agreement on behalf of the CITY.

INTRODUCED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Mayor of the City of Torrance

ATTEST:

\_\_\_\_\_  
City Clerk of the City of Torrance

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
CITY ATTORNEY

By: \_\_\_\_\_  
Ronald T. Pohl  
Assistant City Attorney

I hereby certify that the foregoing Resolution was duly and regularly passed by the City council of the City of Torrance at a regular meeting thereof held, 20\_\_\_\_\_.



**AGREEMENT FOR MAINTENANCE OF STATE HIGHWAY  
IN THE CITY OF TORRANCE**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE", and City of Torrance hereinafter referred to as "CITY".

- I. The Parties desire that CITY perform specific maintenance functions on those portions of the State highways identified herein, which are located within CITY's jurisdiction, all as is authorized in section 130 of the Streets and Highways Code.
- II. This Agreement shall supersede any previous agreement for maintenance of the same identified portion of these State highways of and/or amendments thereto entered into with CITY.
- III. CITY will perform such maintenance work as is specifically delegated to it, on these identified State highway routes, or portions thereof, all as hereinafter described under Exhibit "A" hereof, or as said Exhibit may be subsequently modified with the consent of the parties hereto, acting by and through their authorized representatives.
- IV. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual (a copy of which has been provided to COUNTY), or as may be prescribed from time to time in writing by the District Director and agreed to by CITY in writing. "District Director," as used herein, means the District Director of the Department of Transportation assigned to the territory in which CITY is located, or an authorized representative.
- V. The functions and levels of maintenance service delegated to CITY in the attached Exhibit "A", "Delegation of Maintenance," has been considered in setting authorized total dollar reimbursement amounts. CITY may perform additional work if desired, but STATE will not reimburse CITY for any work in excess of the authorized dollar limits established herein or for the performance of any work not described in said Exhibit "A".
- VI.
  - A. STATE will reimburse CITY for the actual cost of all routine maintenance work performed by CITY as delegated under Exhibit "A" to this Agreement. It is agreed that during any fiscal year, the maximum expenditure on any designated route shall not exceed the amount as shown available for that route in Exhibit "A" to this Agreement unless such expenditure is revised by an amended Agreement or otherwise adjusted or modified as hereinafter provided.
  - B. The expenditure per designated route for routine maintenance work, as referred to above, may be increased or decreased, redistributed between routes, or additional expenditures for specific projects may be made, when such adjustment of expenditures for routine maintenance or such specific work is authorized in writing by the District Director or an authorized representative and is accepted by CITY as an amendment to Exhibit "A".

- C. Additional expenditures, or an adjustment of expenditures once authorized, shall apply only during the fiscal year designated therein and shall not be deemed to permanently modify or change the basic maximum expenditure per route as hereinafter specified. An adjustment of any said maximum expenditure, either an increase or decrease, shall not affect other terms of this Agreement.
- VII. A new Exhibit "A", DELEGATION OF MAINTENANCE, will be provided annually by STATE for each fiscal year, if necessary, to ensure an equitable annual cost allocation.
- VIII. A. CITY will submit bills quarterly in arrears. Bills for any fiscal year (July 1-June30) must be submitted promptly following the close of STATE's fiscal year "But not later than November 30th" and should be coded according to the Caltrans HM Program Code as outlined in this Agreement. Bills submitted for work performed in periods prior to any preceding fiscal year will be deemed waived and will not be honored only for invoiced work performed by third parties under Contract to CITY.
- B. Maintenance services provided by contract or on a unit-rate basis with overhead costs included shall **not** have additional overhead charges added again. An actual handling charge by CITY not to exceed 10% for the direct cost of processing this type of bill will be allowed.
- C. CITY shall retain and make available for Audit by STATE or a designee of STATE all record, documents, and sources necessary to identify and properly allocate allowable cost paid under this Agreement for a period of 3 years from the date of receipt by CITY of STATE'S last payment made for these contracted services.
- IX. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or to affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.
- X. It is understood and agreed that neither STATE nor any of its officers or employees are responsible for any 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 delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought for or in account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

- XI. It is understood and agreed that neither CITY 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 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 for or on account of injuries to or death of any person or damage to property resulting from 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.
- XII. Costs and expenses authorized to be incurred by STATE under the terms of this Agreement are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE to pay billings by CITY.
- XIII. This Agreement shall remain in full force and effective until amended in writing by the mutual consent of the parties thereto or terminated by either party upon thirty (30) days' prior written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

City of Torrance

By \_\_\_\_\_  
MAYOR of the City of Torrance

\_\_\_\_\_  
CITY CLERK of the City of Torrance

\*Approved as to form and procedure:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Attorney  
Department of Transportation

WILLIAM KEMPTON  
Director of Transportation

By \_\_\_\_\_  
Doug Failing  
District Director

JOHN L. FELLOWS III,  
CITY ATTORNEY

By: \_\_\_\_\_  
Ronald T. Pohl  
Assistant City Attorney.

\* Approval by STATE's Attorney is not required unless changes are made to this form, in which case the draft will be submitted for Headquarters' review and approval by STATE's Attorney as to form and procedures.

**WORK SCHEDULES/BILLING:**

Article VII details the method and frequency of billing by the City for work performed. Bills will be paid once the Caltrans Maintenance Superintendent for the area has verified work. Backup data including time sheets, materials cost, etc. must accompany the bill.

Sweeping schedules **MUST** be sent to the Maintenance Support Office on a semi annual base of sweeping to be performed. The office is located at: 100 S. Main St., Los Angeles, CA 90012. The scheduled will then be sent to the designated field office who has oversight responsibility for the area outlined in this Agreement.

**Any additional expenditure arising from specific projects, as outlined in article VI-B, will not be paid without prior authorization of work needing to be performed.**

Bills should be sent in triplicate to The Caltrans District Office, located at:

**Department of Transportation  
Maintenance Agreement Unit MS-3  
100 S. Main St  
Los Angeles, CA 90012**

EXHIBIT "A"DELEGATION OF MAINTENANCE

The specific maintenance function indicted below is hereby delegated to CITY. This delegation of maintenance function set forth herein does not include the control and maintenance areas and functions, which rest with CITY under the terms of executed Freeway Agreements and/or Freeway Maintenance Agreements.

Route No.	Length Miles	Description of Routing	Maintenance Family Delegated	Maximum Annual Authorized Expenditure
1	3.95	<b>PACIFIC COST HIGHWAY</b> , from east city limits 570 feet east of Hillworth Ave., PM 14.18, to west city limits 0.04 MILE NORTHWEST OF Palos Verdes Boulevard, PM 18.13, a length of 3.95 miles, of which half width from east city limits to PM 14.19, a length of 0,01 mile lies within the city.	HM1A HM2C HM2D HM4M	\$ 5,000 \$ 15,000 \$ 11,413 <u>\$ 4,000</u> \$ 35,413
107a	4.20	Hawthorne Blvd. from Pacific Coast Highway, Rte. 1, PM 0.00, to 182 <sup>nd</sup> Street, PM 4.20 a length of approximately 4.20 miles.	HM1A HM2C HM2D HM4M	\$ 5,000 \$ 15,000 \$ 12,136 <u>\$ 2,000</u> \$ 34,136
213	3.4	ROUTE 213, from 236 <sup>th</sup> Street PM, 6.59 to Carson Street PM 9.98 at Jct Rt. 405, a length of 3.4 miles	HM1A HM2C HM2D	\$ 7,000 \$ 15,000 <u>\$ 2,000</u> \$ 24,000

**TOTAL AUTHORIZED EXPENDITURE: \$107,581**

(Includes a 15% overhead cost)

**Attachment #1****MAINTENANCE FUNCTION DESCRIPTIONS****HM-1A FLEXIBLE ROADBEDS**

This provides for patching, sealing and maintaining the surface and base courses of asphalt surfaced roadways including asphalt-surfaced shoulders. The following problems are included:

1. Crack/joint repair
2. Potholes/local depressions

**HM-2C SLOPE/DRAINAGE/VEGETATION**

This provides for cleaning, maintaining and repairing culverts, ditches, drains, structures, fences, curbs, sidewalks and other appurtenances between the roadbed and the outer highway right-of-way boundary line. It also includes weed and brush control by chemical, biological or mechanical methods, trimming and removal of trees and pest control. The following problems are included:

1. Non-Landscaped Tree/Brush Vegetation
2. Drainage obstruction-Drains/Culverts
3. Minor Sidewalk repair, including Curb and Gutter Repairs.

**HM-2D LITTER/DEBRIS**

This provides for removal of litter and debris from roadway surfaces and roadsides. The following problems are included:

1. Debris/carcass pickup
2. \*Sweeping
3. Litter pickup

**\*Sweeping is based on a maximum of \$14.00 per curb mile rate to be performed no less than once a month, but may be increased to once a week as needed to meet NPDES requirements**

**HM-4M TRAFFIC GUIDANCE**

2. Pavement Markings
4. Signs

The sign portion of this agreement is limited to the replacement of signs when an emergency has been predicated on a request from CHP or other emergency personnel.

**12**  
ATTACHMENT II  
NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
3. Certified mail. When mailed certified mail, returned receipt requested: notice is effective on receipt, if a return receipt confirms delivery.
4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non business day.
6. Address for purpose of giving notice are as follows:

STATE	Department of Transportation Division of Maintenance Support 120 S. Spring Street, MS 03 Los Angeles, California 90012 Fax: (213) 897-3752
-------	--

CITY	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509 Fax: (310) 618-2931
------	--

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.