

Journals

OPERATIONS AND MAINTENANCE
AGREEMENT
FOR THE
METRO GREEN LINE
BETWEEN
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
 AUG 12 , 1995

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OPERATIONS AND MAINTENANCE

AGREEMENT

FOR THE

METRO GREEN LINE

BETWEEN

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

AND

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Agreement, dated AUG 12, 1995, is made by and between the Los Angeles County Metropolitan Transportation Authority ("AUTHORITY") and the Department of Transportation, State of California ("STATE").

R E C I T A L S

A. STATE has under construction a freeway known as the Glenn Anderson I-105 ("Freeway"), which will traverse a route generally between the City of Norwalk and the City of El Segundo, as depicted on Exhibit A hereto. AUTHORITY has under construction a light rail transit system ("LRT") which in part will operate in the median of the Freeway, described as the Metro Green Line. The parties have previously entered into agreements providing for the construction of the Metro Green Line and joint use of the Freeway right-of-way for Metro Green Line purposes.

B. STATE and AUTHORITY, which will be the operator of the Metro Green Line, desire to enter into this agreement whereby certain aspects of the operations and maintenance of the Metro Green Line as they may interact with the Freeway and certain aspects of the operations and maintenance of the Freeway as they may interact with Metro Green Line 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 project'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 meanings set forth below:

1.1 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 jurisdiction of AUTHORITY or STATE, as the case may be.

1.2 AUTHORITY is defined as the Los Angeles County Metropolitan Transportation Authority which exists under the Authority of section 130050.2 of the California Public Utilities Code and, as the context may require, its members, employees, agents, contractors and subcontractors.

1.3 LRT Guideway is defined as the Light Rail Transit Guideway that is located within the median of the Freeway and extending approximately 16.5 miles from beginning construction stationing 37 + 83 to end construction stationing 1097 + 02 and as shown on the attached diagram Exhibit A. The LRT Guideway includes all tracks, substation utilities, overhead power installations, fences, gates and subterranean detection systems.

1.4 Maintenance is defined as the preservation, 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.

1.5 Park-N-Ride Lots are defined as parking facilities owned by STATE located at the ten (10) sites near Transit Stations along the Freeway between the Aviation Boulevard and I-605 Stations as shown on the attached Exhibit A. The Park-N-Ride lots include lighting, landscaping, art enhancements, bus layover areas, signing, striping, pavement markings and pavement. Said Lots are as follows:

- I-105/I-605 Park-n-Ride
- Lakewood Boulevard Park-n-Ride
- Long Beach Boulevard Park-n-Ride
- Wilmington Avenue/Imperial Highway Park-n-Ride
- Avalon Boulevard Park-n-Ride
- I-105/I-110 Park-n-Ride
- Vermont Avenue Park-n-Ride
- Crenshaw Boulevard Park-n-Ride
- Hawthorne Boulevard Park-n-Ride
- Aviation Boulevard Park-n-Ride

1.6 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.

1.7 STATE is defined as the Department of Transportation, State of California, and as the context may require, its officials, employees, agents, contractors and subcontractors.

1.8 Train Control and Communication Building (TCCB) is defined as train control and communication buildings located along Freeway which will house system equipment that is required for operation and maintenance of the LRT. There are twelve TCCB's along the Freeway. Eight are located within Park-n-Ride Lots with access through those Lots. Four are located within I-105 corridor along the Freeway Right-of-Way fence. Access to these sites will be from city streets.

1.9 Traction Power Substations (TPSS) are defined as traction power substations, along the Freeway, providing electric power to the overhead catenary system for the purpose of operating the LRT and systems installations that are required for LRT operations. There are 15 TPSS's along Freeway operating Right-of Way. Six are located within Park-n-Ride Lots, with access to these sites through those Lots. Nine are located within the I-105 corridor along the Freeway Right-of-Way. Access to these sites will be from city streets.

1.10 Transit Stations are defined as passenger access stations to Metro Green Line in the Freeway median. There are a total of ten Transit Stations along the 16.5 miles of the Freeway shown on the attached Exhibit A and listed as follows:

Aviation Boulevard, Hawthorne Boulevard, Crenshaw Boulevard, Vermont Avenue, I-105/11C Harbor, Avalon Boulevard, Wilmington Boulevard, Long Beach Boulevard, Lakewood Boulevard, and I-605 Transit Stations.

Transit Stations include but are not limited to all normal station amenities such as, stairs, canopy, elevators, escalator, lighting, platform and structures, equipment rooms, communication rooms, ticket vending equipment, LRT display devices, LRT transit related signs and graphics, detection systems, trash receptacles, art work, station entrance plazas, landscaping and telephones.

2.0 RESPONSIBILITIES

2.1 Park-N-Ride Lots(s).

2.1.1. STATE is responsible for all routine maintenance, including graffiti removal on walls and enclosures, signing, landscaping, lighting, pavement repair, striping, and fencing.

2.1.2. STATE is responsible for all reconstruction (exclusive of any new future construction which is beyond the scope of the original facility) of the Park-N-Ride Lots. All sound wall enclosures around the Lots will be maintained, repaired, and reconstructed by STATE at its costs.

2.1.3. AUTHORITY is responsible for all maintenance and any reconstruction of the bus loop on the south side of the Aviation Transit Station.

2.2 Transit Stations

AUTHORITY is responsible for all maintenance and any reconstruction of Transit Stations located within the Freeway right-of-way, including rest room facilities provided for AUTHORITY bus operators.

2.3 LRT Guideway

2.3.1. AUTHORITY is responsible for maintenance and reconstruction of fences located on top of median barriers, except that if the need for maintenance and reconstruction work is from a cause arising from Freeway operations, AUTHORITY would direct the required repair work but STATE would be responsible to pay for the reasonable costs thereof.

2.3.2. STATE is responsible for maintenance and reconstruction of median barriers, except that if the need for maintenance and reconstruction is from a cause arising from LRT operations, STATE would direct the repair work but AUTHORITY would be responsible to pay the reasonable costs thereof.

2.3.3. Each party is responsible for removal and cleanup of graffiti on its respective side of the median barrier and attached fence.

2.3.4. AUTHORITY is responsible for maintenance and reconstruction of drainage facilities located in the median of the Freeway between the barriers, except that AUTHORITY would direct, but STATE is responsible for the reasonable costs of such work where the need therefor arises from a defect or failure of the drainage facilities located outside of the Freeway median. AUTHORITY is responsible for the reasonable costs incurred by

STATE for maintenance and reconstruction of drainage facilities located outside of the freeway median if such costs arise from a defect or failure of the drainage facilities located inside the freeway median.

2.3.5 STATE is responsible for repair of LRT Guideway facilities located in the median of the Freeway between the barriers, including remediation if hazardous materials are released, caused by the breach of the median barrier by vehicles using the Freeway. AUTHORITY will perform repairs within the median and bill STATE for the reasonable costs of said repairs. AUTHORITY is responsible for repair of Freeway outside of the median, including remediation if hazardous materials are released, caused by the breach of the median barrier by LRT Guideway activities. STATE will perform repairs outside of the median and bill AUTHORITY for the reasonable costs of said repairs.

2.4 TCCE

AUTHORITY is the owner of and is responsible for operation, maintenance, and reconstruction thereof. If the need for maintenance, repair or reconstruction arises from STATE operations, the reasonable costs thereof will be the responsibility of STATE.

2.5 TPSS

AUTHORITY is the owner of and is responsible for operation, maintenance and reconstruction thereof. If the need for maintenance, repair or reconstruction arises from STATE operations the reasonable costs thereof will be the responsibility of STATE.

2.6 Joint Bridge and Other Structures

2.6.1. STATE is responsible for inspection, maintenance, repair and reconstruction of joint bridge structures, i.e., the entirety of those bridge structures which include both LRT and Freeway Facilities. If the need for maintenance, repair or reconstruction arises from LRT operations, the reasonable costs thereof will be the responsibility of AUTHORITY; STATE reserves the right to perform such work if necessary in public interest but AUTHORITY would be responsible for the reasonable costs thereof.

2.6.2. AUTHORITY is responsible for inspection, maintenance, repair and reconstruction of the following structures: Main Street UC, Bridge No. 53-2717; and Eastbound LRT Flyover (LRT Viaduct), Bridge No. 53-2400. STATE reserves the right to perform such work if necessary in public interest but AUTHORITY would be responsible for the reasonable costs thereof.

If the need for maintenance, repair or reconstruction arises from STATE operations, the reasonable costs thereof will be the responsibility of STATE.

2.6.3. STATE is responsible for inspection, maintenance, repair and reconstruction of the following pedestrian overcrossings, except that AUTHORITY is responsible for inspection, maintenance, and repair of lighting and fencing thereon, pavement cleaning and sweeping, and graffiti removal. This subsection pertains to: Pedestrian OC at Hawthorne Station, Bridge No. 53 2739; Pedestrian OC at Norwalk Station, Bridge No. 53-X0010. If the need for maintenance, repair or reconstruction arises from LRT operations, the reasonable costs thereof will be the responsibility of AUTHORITY.

2.6.4. STATE is responsible for all aspects of the structural integrity of the Station platforms at the Harbor Freeway Bridge No. 53-X0011, including inspection, maintenance, repair and reconstruction of the columns, support foundations and steel edge platform upon which the platforms are placed, and AUTHORITY is otherwise responsible for the maintenance and the reconstruction of the other nine station platforms. If the need for maintenance, repair or reconstruction arises from LRT operations, the reasonable costs thereof will be the responsibility of AUTHORITY.

2.6.5. STATE is responsible for inspection, maintenance, repair and reconstruction of the Broadway UC, Bridge No. 53-2715, unless the need for such work arises from LRT operations, in which case the reasonable costs thereof will be the responsibility of AUTHORITY.

2.7 New Construction

If either party wishes to perform relocation or new construction which would materially impact the facilities of the other, and the parties are unable to reach agreement on whether or how such work should be performed or how costs should be allocated, the following actions shall be taken:

a. STATE and AUTHORITY shall each submit to the other a written proposal which incorporates all points on which the respective staffs have agreed and identifies all points of disagreement. STATE and AUTHORITY representatives shall meet in a good faith effort to resolve the points of disagreement.

b. If agreement is not reached, STATE and AUTHORITY shall seek to agree on a neutral third party mediator who has no personal interest in the issues but who shall be either (1) knowledgeable concerning operational and maintenance transportation issues or (2) skilled and experienced in the resolution of disputes by mediation. The function of the

mediator shall not be to make a decision, but to meet with the two parties, to develop a clearly focused statement of the issues, and to propose alternative methods of resolution. The parties agree to continue to meet and confer in good faith with the assistance of the mediator in an effort to achieve resolution of the matter.

3.0 AUTHORITY ACCESS TO LRT GUIDEWAY

3.1 AUTHORITY is to have full access to the LRT Guideway from and through the Freeway in the event of an emergency situation which threatens the safe operations of the Freeway or LRT, such as derailment, breach of fence or barrier, injuries connected with rail car operations, or rail car breakdowns. All other access to the LRT Guideway from and through the Freeway, as necessary to perform AUTHORITY operations and responsibilities, will be provided by and subject to an encroachment permit process of STATE approval which shall not be unreasonably withheld. For all emergency incidents AUTHORITY is to contact the California Highway Patrol Communications Center at telephone numbers listed in Exhibit "C" who will in turn coordinate with STATE to arrange for necessary lane closures.

3.2 No fee shall be required with respect to AUTHORITY'S access to the LRT Guideway under the encroachment permit process.

3.3 AUTHORITY will be required to obtain permit for any reconstruction, as defined in Section 1.6 and/or modification, exclusive of maintenance authorities, of AUTHORITY Facilities within STATE Right of Way.

4.0 STATE ACCESS TO LRT GUIDEWAY ENVELOPE

Whenever maintenance and/or reconstruction activities, as defined herein, performed on overcrossings by STATE necessitate encroachment by persons or equipment into the LRT Guideway Envelope (between the median barriers and including the airspace extending vertically above the catenary wires up to a height equal to the fences installed on the overcrossings) STATE shall submit a completed Track Allocation Request form Exhibit "B" to the AUTHORITY Central Control Facility at least one week prior to the scheduled work date. AUTHORITY will respond to this request within the one week period and no fee will be required for track allocation. STATE shall not perform any maintenance and/or reconstruction work within the LRT Guideway envelope until AUTHORITY has approved the Track Allocation request. Under emergency situations which require immediate repairs to sections of an overcrossing within the LRT Guideway envelope, AUTHORITY may grant the STATE approval without going through the track allocation process. In these situations, AUTHORITY approval can be requested by contacting the Central Control Facility. Any work within the LRT Guideway envelope shall be performed by STATE

forces who have completed the AUTHORITY Rail Safety Training class. As required, STATE may request the Safety Training class for any new or additional employees by contacting the AUTHORITY Operation Department at telephone number listed in Exhibit "C". For all emergency incidents, STATE is to contact the AUTHORITY Central Control Facility (CCF) at telephone number listed in Exhibit "C".

5.0 MISCELLANEOUS

5.1. Indemnity

5.1.1. AUTHORITY 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 AUTHORITY's (or its agents' or contractors') performance, acts or omissions.

5.1.2. STATE agrees to indemnify, defend and save harmless AUTHORITY, 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.

5.2 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 joint bridge structure due to earthquake or other disaster, STATE will be responsible for the reconstruction of joint bridge structures and structures described in Sections 2.6.3, 2.6.4 and 2.6.5, concrete barriers separating the Freeway and LRT Guideway, median drainage and LRT subgrade. AUTHORITY will be responsible for the reconstruction of structures described in Section 2.6.2 and all other LRT related costs including stray current protection made necessary by LRT operations and any retaining walls which, but for the LRT would not be constructed in connection with freeway .

5.3 Where one party performs work hereunder which the other will pay for, reimbursable costs include all reasonably 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 workmanlike manner in accordance with applicable industry standards and subject to the other party's

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

5.4 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 affecting the other's Facilities until expiration of three (3) years after completion of such work.

5.5 Insurance. Any contractor performing work involving the Freeway or Metro Green Line 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 shall include naming the other party as an additional insured on said policies, requiring proof of such insurance, and requiring reasonable notification to the other before cancellation or modification thereof.

5.6 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 unreasonably withheld. The parties agree to execute subject to necessary approvals such further documents, agreements, instruments and notices as may be necessary or appropriate to effectuate the transactions contemplated by this Agreement.

5.7 Notices

5.7.1 Any notices required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed to be given as of the time of hand delivery, by courier, Federal Express, or similar service, or ten (10) days after deposit in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, or 24 hours after delivery by telecopy or similar wire transmission, addressed as follows:

To STATE:

State of California
Department of Transportation, District 07
120 South Spring Street
Los Angeles, California 90012
Attn: District Director Fax: (213) 897-0360

To AUTHORITY:

Los Angeles County Metropolitan Transportation
AUTHORITY

818 West Seventh Street, Suite 300
Los Angeles, California 90014
Attn: Chief Executive Officer Fax: (213) 244-6016

5.7.2. The parties may also designate other procedures for the giving of notice as required or permitted under the terms of this Agreement, but each such alternate procedure shall be described in writing and signed by a designated Representative of the parties, in accordance with Section 5.17.

5.8 Assignment: Binding Effect.

This Agreement is assignable only with the written consent of the other party and shall bind and inure to the benefit of the respective successors and assigns of the parties.

5.9 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 such condition or breach or waiver of any other condition or of any breach or any other term, covenant, representation or warranty.

5.10 Governing Law

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

5.11 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.

5.12 Gender and Number

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.

5.13 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.

5.14 Incorporation of Exhibits

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

5.15. 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.

5.16 Authority to Execute Agreement

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 AUTHORITY Chief Executive Officer, or their respective designees, are authorized to amend the Exhibits hereto from time to time as appropriate.

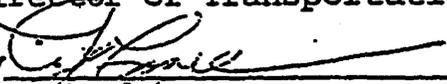
5.17 Entire Agreement: Modification

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 instrument executed by the party against whom such amendment, modification, supersedure, cancellation or waiver is to be charged.

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

"STATE"

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
James van Loben Sels
Director of Transportation

By 
Ken Steele
District Director


APPROVED AS TO FORM AND PROCEDURE:
Attorney For Department of
Transportation

"Authority"

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By  LED
Franklin E. White
Chief Executive Officer

APPROVED AS TO FORM:

De Witt W. Clinton
County Counsel

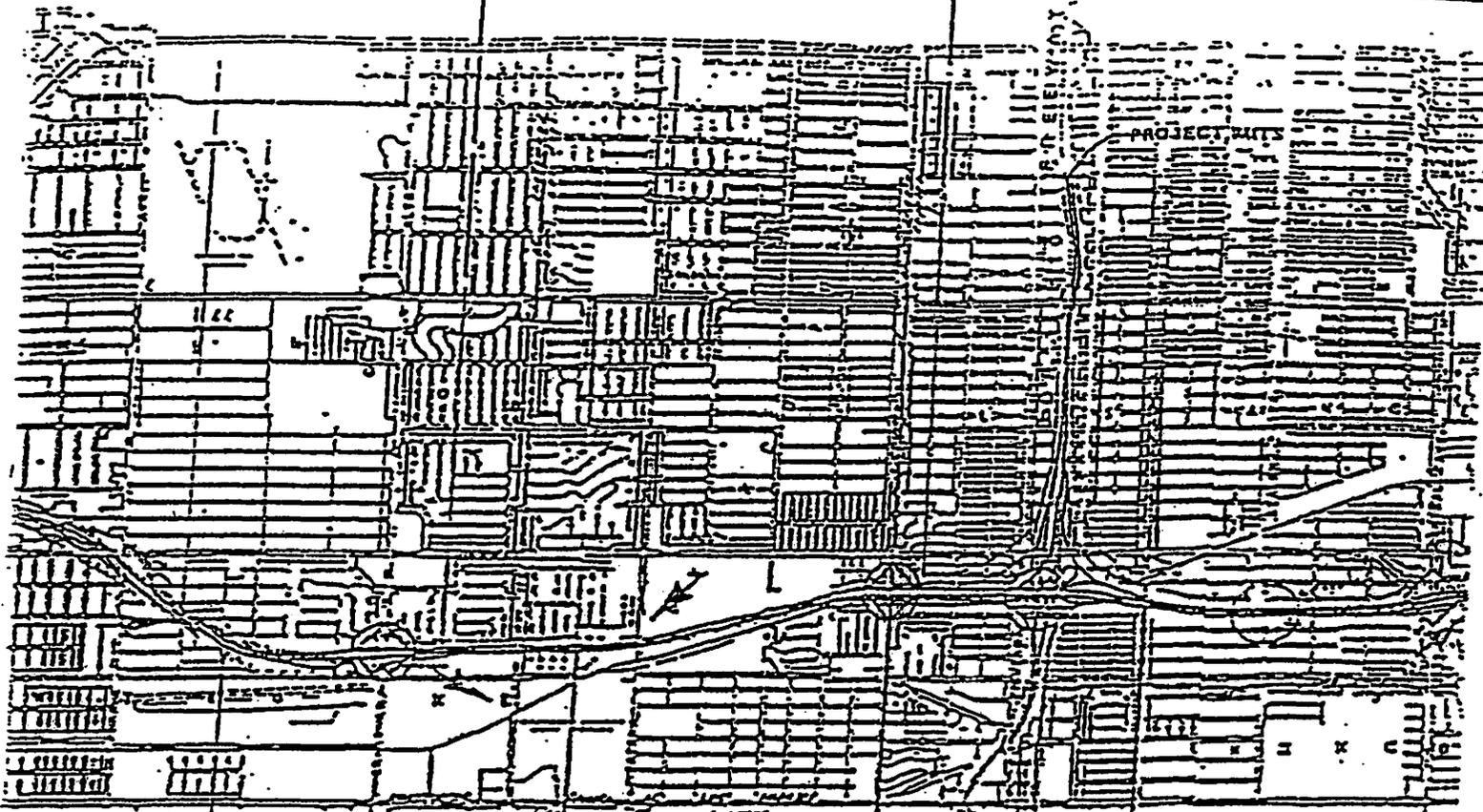
By 
Deputy

Cut Section

Fill Section

Cut Section

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KORNDLUM AVENUE

WILTON PLACE

VERMONT AVENUE

MAIN STREET

PROJECT LIMITS

38

32

33

46

44/41

EXHIBIT "A"

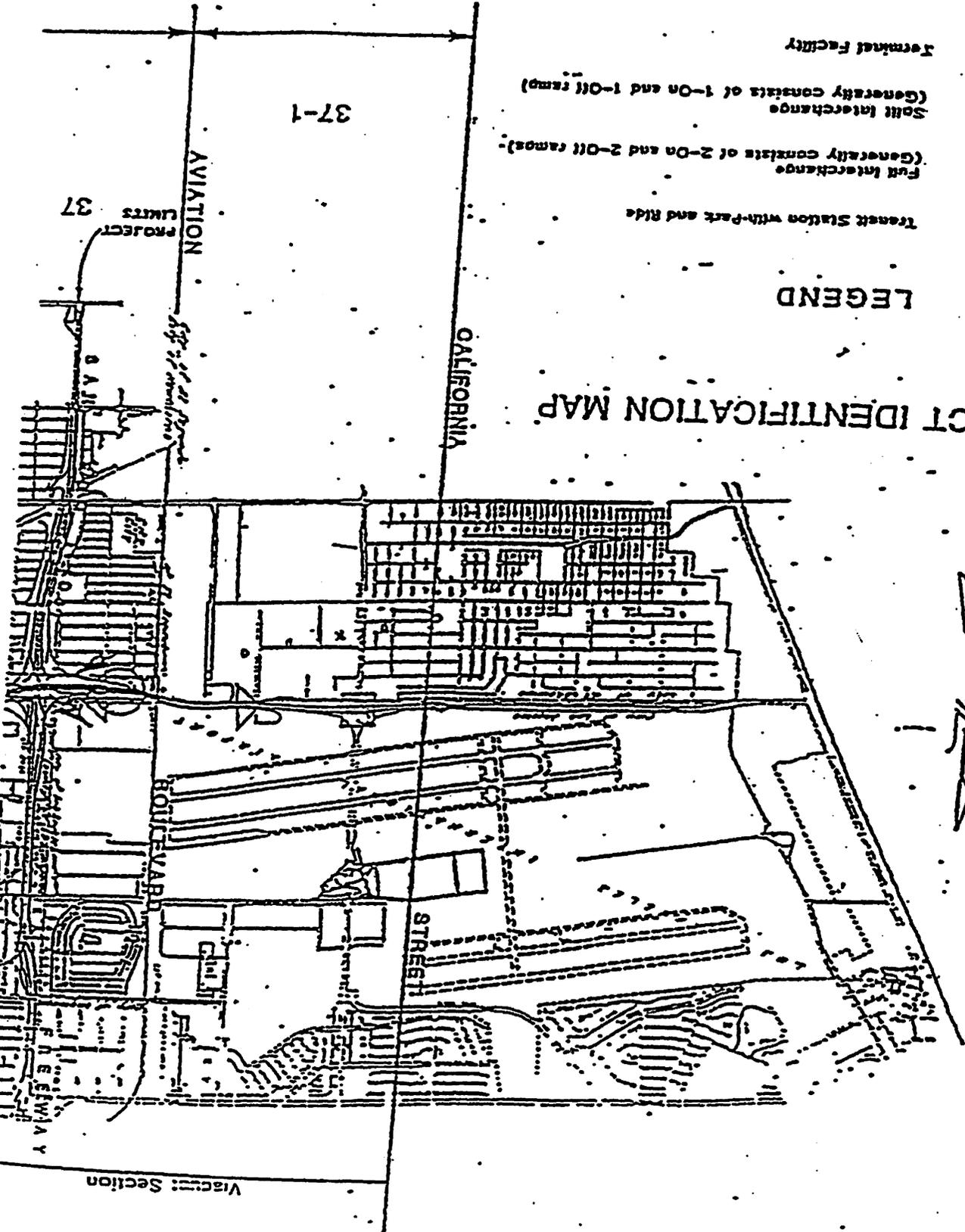
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EXHIBIT "A"

PROJECT IDENTIFICATION MAP

LEGEND

-  HOV Direct Connector
-  Express and/or Express to HOV Lane
-  Terminal Facility
-  Split Interchange (Generally consists of 1-On and 1-Off ramps)
-  Full Interchange (Generally consists of 2-On and 2-Off ramps)
-  Transit Station with Park and Ride



Vertical Section

STATIONARY ()

07/03/19 (2/13)

RACK:

BLUE LINE

GREEN LINE

RED LINE

MEETING DATE/TIME:

OFFICE TEL#

MOBILE TEL#

TYPES	LOCATION		POWER DOWN		GRID SIZE
	TRACK	STATIONS	YES	NO	

STATIONARY ()