



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DEAN D. EFSTATHIOU, Acting Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 16, 2008

IN REPLY PLEASE
REFER TO FILE: C-1

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ADOPT RESOLUTION, APPROVE MAINTENANCE AGREEMENT,
ADOPT, AND ADVERTISE
ROADWAY MEDIAN RECONSTRUCTION AND LANDSCAPING
TELEGRAPH ROAD - SOUTH OF CARMENITA ROAD/FLORENCE AVENUE
CITY OF SANTA FE SPRINGS AND UNINCORPORATED COMMUNITY
OF SOUTH WHITTIER
(SUPERVISORIAL DISTRICTS 1 AND 4)
(4 VOTES)**

SUBJECT

These actions are to adopt the Resolution authorizing Highways-Through-Cities funding to construct a roadway median improvement project in the City of Santa Fe Springs, approve the Maintenance Agreement between the City of Santa Fe Springs and the County of Los Angeles, approve the project for roadway median reconstruction and landscaping on Telegraph Road in the City of Santa Fe Springs and the unincorporated community of South Whittier, and adopt the plans and specifications.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Adopt the Resolution authorizing Highways-Through-Cities funds in the estimated amount of \$100,000 for preliminary engineering, construction

administration, and contract construction costs for the median improvements within the City of Santa Fe Springs.

3. Approve and instruct the Chair of your Board to sign the Maintenance Agreement with the City of Santa Fe Springs, which provides that the City of Santa Fe Springs will maintain all of the landscaping improvements at no cost to the County of Los Angeles.
4. Approve the project and adopt the plans and specifications for Telegraph Road - South of Carmenita Road/Florence Avenue, roadway median reconstruction and landscaping, in the City of Santa Fe Springs and in the unincorporated community of South Whittier (1 and 4), at an estimated cost between \$280,000 and \$330,000.
5. Call for bids to be received on October 21, 2008.
6. Instruct the Executive Officer of your Board to advertise the project and seal and return the plans and specifications to the Department of Public Works for filing.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to provide a County of Los Angeles (County) financial contribution, approve the Maintenance Agreement, obtain bids for the reconstruction and landscaping of roadway medians, and the performance of other appurtenant work.

The City of Santa Fe Springs (City) has requested the County's assistance to complete this project. Your Board's approval of the Resolution and the attached Maintenance Agreement is necessary to complete the project and delegate the maintenance responsibilities.

Sections 1685 and 1803 of the California Streets and Highways Code provides that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purpose of more efficient construction or repair of streets and roads within the city.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Service Excellence (Goal 1) and Community Services (Goal 6). This project will help fulfill these goals since it will benefit the community by enhancing the appearance and aesthetics of roadway medians.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction cost to complete this project is in the range of \$280,000 to \$330,000.

A portion of this project is in the City. Pending your Board's approval of the Resolution, the County will provide aid in the form of a contribution of Highway-Through-Cities funds, estimated to be \$100,000, to finance a portion of the preliminary engineering, contract administration, and construction contract costs for the median improvements from the First Supervisorial District's Road Construction Program. This work will be done at no cost to the City. The remaining cost of the project will be financed with \$70,000 from the First Supervisorial District's Road Construction Program and \$160,000 from the Fourth Supervisorial District's Road Construction Program in the Fiscal Year 2008-09 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached Maintenance Agreement was reviewed and approved as to form by County Counsel. This Agreement was executed by the City on August 14, 2008.

This project, to contract for the reconstruction and landscaping of roadway medians, is part of the Department of Public Works' (Public Works) ongoing highway construction and maintenance program. It will be advertised in accordance with Section 20392 of the Public Contract Code.

This project is to be completed in 40 working days. It is estimated the work will start in January and be completed in March 2009.

The contract agreement will be in the form previously reviewed and approved by County Counsel.

The project specifications contain provisions requiring the contractor to comply with terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; and the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

The State Public Contract Code requires the County to award construction contracts to the lowest responsive and responsible bidder, which is defined as the firm that; (1) submits the bid with the lowest cost; (2) is deemed by the County to be responsive to specific criteria under the solicitation, including, but not limited to licensure, bonding, and insurance requirements; and (3) is determined by the County to be a responsible bidder by exhibiting the capability, capacity, experience, trustworthiness, and financial wherewithal to perform the work required under the bid solicitation.

To ensure that the contract is awarded to the lowest responsible contractor with a satisfactory history of performance, bidders are required to report violations of the False Claims Act, criminal convictions, civil litigation, defaulted contracts with the County, complaints filed with the Contractor's State License Board, labor law/payroll violations, and debarment actions. As provided for in Board Policy No. 5.140, the information reported by the contractor will be considered before making a recommendation to award.

The plans and specifications include the contractual provisions, methods, and material requirements necessary for this project and are on file with Public Works.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt pursuant to Section 15301(c) of the California Environmental Quality Act Guidelines and Class 1, Subsections (x)(10) and (x)(22), of the revised County Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for minor alteration of an existing road by construction of curb and gutter and landscaping within the existing median.

CONTRACTING PROCESS

This project will be contracted on an open competitive bid basis. The contract will be awarded to the lowest responsible bidder meeting the criteria established by your Board and the California Public Contract Code.

To increase contractor awareness of our program to contract work to the private sector, this project will be listed on the County website for upcoming bids.

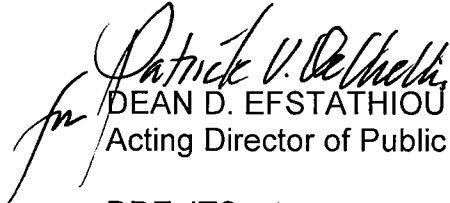
IMPACT ON CURRENT SERVICES (OR PROJECTS)

When the project is completed, it will have a positive impact by enhancing the appearance and aesthetics of roadway medians, thereby benefiting the community.

CONCLUSION

Please return one adopted copy of this letter together with the copy marked CITY ORIGINAL of the Maintenance Agreement and two adopted copies of the Resolution to Public Works, Construction Division.

Respectfully submitted,


DEAN D. EFSTATHIOU
Acting Director of Public Works

DDE:JTS:mt

Attachments (2)

c: Chief Executive Office
County Counsel
Office of Affirmative Action Compliance

RESOLUTION NO. 3907

THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES
HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

That the portion of the proposed Telegraph Road Median Improvement project, within the City of Santa Fe Springs, is of general County interest and that the County provide aid in the form of a contribution of Highway-Through-Cities funds, estimated to be \$100,000, to finance the preliminary engineering, contract administration, and construction contract costs for the improvements.

The foregoing Resolution was adopted on the ____ day of _____, 2008, by the County of Los Angeles Board of Supervisors and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.

SACHI A. HAMA
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

M A I N T E N A N C E A G R E E M E N T

THIS MAINTENANCE AGREEMENT is made and entered into by and between the CITY OF SANTA FE SPRINGS, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY).

W I T N E S S E T H

WHEREAS, this MAINTENANCE AGREEMENT refers to landscaping within the two raised medians located in the center of Telegraph Road from Carmenita Road to Gunn Avenue, which are jurisdictionally shared by CITY and COUNTY (which is hereinafter referred to as LANDSCAPING); and

WHEREAS, CITY desires to provide MAINTENANCE (as defined hereinafter) for LANDSCAPING at CITY expense, as more fully set forth herein; and

WHEREAS, COUNTY jurisdiction shall refer to all areas located within the unincorporated COUNTY limits and CITY jurisdiction shall refer to all areas located within the CITY limits.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term MAINTENANCE, as referred to in this MAINTENANCE AGREEMENT, shall consist of the following:
 1. Maintain water and irrigation systems, including utility costs, for LANDSCAPING. Irrigation system will be maintained and operated to avoid excessive water/ flooding, or spraying onto the pavement.
 2. Replace damaged, unhealthy, or dead plantings as they are observed.
 3. Keep entire LANDSCAPING free of litter, debris, and deleterious material as practical.
 4. Control rodents and pests.
 5. Control weed growth before weeds exceed 12 inches in length. Any weed control performed by chemical weed sprays (pesticides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture.

6. Maintain plantings in such condition that they do not interfere with the free flow of traffic, including maintenance of adequate sight distances and visibility of signs, signals, and pedestrians.
7. Prune plantings necessary to control extraneous growth. Plantings shall be pruned using the highest professionally accepted standards in a manner that will encourage good development while preserving their health, structure, and natural appearance.
8. Adequately water and fertilize all plantings to maintain a healthy growth.

(2) CITY AGREES:

- a. To perform MAINTENANCE of LANDSCAPING at CITY expense during the term set forth in Section (6).
- b. To begin performing MAINTENANCE of LANDSCAPING upon notification by COUNTY.
- c. To maintain all improvements, including highway signs and paved drainage structures, located on the existing raised medians within CITY'S jurisdiction.

(3) COUNTY AGREES:

- a. To maintain all improvements, other than LANDSCAPING, including highway signs and paved drainage structures located on the existing raised medians within COUNTY'S jurisdiction.
- b. To notify CITY to begin MAINTENANCE of LANDSCAPING.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. If for any reason MAINTENANCE by CITY does not meet minimum standards specified herein, COUNTY shall provide CITY with a written notice of CITY'S failure to perform MAINTENANCE at a reasonable level. CITY shall respond within thirty (30) calendar days of receipt of said notice. Said response shall describe the action to be taken by CITY to bring the affected areas back into compliance. In the event CITY does not provide such response and take any action to bring the affected areas back into compliance within ninety (90) calendar days of the original notice, CITY will reimburse COUNTY for all costs incurred by COUNTY forces for all MAINTENANCE and/or removal of LANDSCAPING and paving over or otherwise restore the area to a condition satisfactory to

COUNTY. Said demand will consist of a billing invoice prepared by COUNTY.

- b. Various future CITY projects may be implemented, which will require removal and/or modification to all or a portion of LANDSCAPING. The replacement of any LANDSCAPING, including irrigation facilities, required as a result of such CITY projects, will be CITY'S responsibility. CITY will obtain COUNTY approval of plans prior to removal and/or modification to LANDSCAPING within COUNTY'S jurisdiction. Upon completion of work, which affects the limits of MAINTENANCE, the parties shall amend this MAINTENANCE AGREEMENT accordingly.
- c. Various future COUNTY projects may be implemented, which will require removal and/or modification to all or a portion of LANDSCAPING. The replacement of any LANDSCAPING, including irrigation facilities, required as a result of such COUNTY projects, will be COUNTY'S responsibility. COUNTY will obtain CITY approval of plans prior to removal and/or modification to all or a portion of LANDSCAPING within CITY jurisdiction. Upon completion of work, which affects the limits of MAINTENANCE, the parties shall amend this MAINTENANCE AGREEMENT accordingly.
- d. CITY may contract with others for MAINTENANCE. CITY shall be solely responsible for all activities associated with MAINTENANCE, including third parties contracted by CITY. It is understood that the terms and conditions of this MAINTENANCE AGREEMENT, or any interest herein, or any portion hereof, shall not be assigned or delegated to third parties.

(5) LEGAL RELATIONS AND RESPONSIBILITIES:

- a. It is understood and agreed that neither COUNTY, 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 CITY under or in connection with any work performed by CITY under this MAINTENANCE AGREEMENT. It is further understood and agreed that, pursuant to Government Code Section 895.4, CITY shall defend, indemnify and hold harmless the COUNTY, 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 (as defined in Government Code Section 810.8) 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 performed by CITY under this MAINTENANCE AGREEMENT. CITY waives any and all rights to any type of express, implied and comparative indemnity against COUNTY, its officers and employees arising from any work performed by CITY under this MAINTENANCE AGREEMENT.

- b. 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 COUNTY under or in connection with any work performed by COUNTY under this MAINTENANCE AGREEMENT. It is further understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall defend, indemnify, and hold harmless the 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 (as defined in Government Code Section 810.8) to or death of any person or damage to property resulting from anything done or omitted to be done by COUNTY under or in connection with any work performed by COUNTY under this MAINTENANCE AGREEMENT. COUNTY waives any and all rights to any type of express, implied and comparative indemnity against CITY, its officers and employees arising from any work performed by COUNTY under this MAINTENANCE AGREEMENT.

- c. Upon termination of this MAINTENANCE AGREEMENT, ownership and title to all materials, equipment, and appurtenances installed inside CITY jurisdiction will automatically be vested in CITY. Those materials and equipment installed inside of the COUNTY jurisdiction will automatically be vested in COUNTY.

(6) TERM OF MAINTENANCE AGREEMENT:

- a. This MAINTENANCE AGREEMENT shall become effective upon execution by both parties and shall remain in full force for five years, which term shall automatically renew for successive five-year periods unless it is mutually agreed by both parties to terminate this MAINTENANCE AGREEMENT. Such request for termination must be given to the other party not sooner than one year prior, but not later than six months prior to the expiration of any such five-year period.

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IN WITNESS WHEREOF, the parties hereto have caused this MAINTENANCE AGREEMENT to be executed by their respective officers, duly authorized, by the CITY

OF SANTA FE SPRINGS on _____, 2008, and by the COUNTY OF LOS ANGELES on _____, 2008.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By *Michelle Mon 4CS*
Deputy

CITY OF SANTA FE SPRINGS

By *Gustavo R. Velasco*
Mayor

ATTEST:

By *Barbara Earl*
City Clerk

By *Donald K. Jensen*
for City Attorney

TELEGRAPH ROAD - SOUTH OF CARMENITA ROAD/FLORENCE AVENUE
INSTRUCTION SHEET FOR PUBLISHING LEGAL ADVERTISEMENT

From: Department of Public Works
Construction Division

PUBLISHING

In accordance with Section 20392 of the Public Contract Code:

Publish: At least ten consecutive times, prior to the date set for opening bids, in a daily newspaper of general circulation printed and published in the County and designated by the Board, or for at least two consecutive times prior to such date in a weekly newspaper printed and published in the County and designated by the Board.

Time Limitation: To open bids in four weeks.

NOTICE INVITING BIDS

Sealed bids will be received by the County of Los Angeles Department of Public Works, Construction Division, for the reconstruction and landscaping of roadway medians including construction of curb and gutter and stamped and colored concrete pavement; planting of trees, shrubs, and groundcover; construction of an automatic irrigation system; and the performance of other appurtenant work under Project ID No. RDC0014866, Telegraph Road - South of Carmenita Road/Florence Avenue, in the City of Santa Fe Springs and the unincorporated community of South Whittier.

The bids must be submitted at the Cashier's Office, located on the Mezzanine level, 900 South Fremont Avenue, Alhambra, California 91803-1331, before 11 a.m. on Tuesday, October 21, 2008. The bids will then be publicly opened and read in Conference Room A or at the location posted in the main lobby.

The work shall be done in accordance with the Plans and Specifications on file and open for inspection at the County Board of Supervisors Executive Office and the Department of Public Works. The work is estimated to cost between \$280,000 and \$330,000 and shall be completed in 40 working days. The work requires a California Class A or C27 contractor's license. Prebid questions regarding the Plans and Specifications should be directed to Ms. Sumitha Shival at (626) 458-3159.

The bids must be submitted on the proposal forms included in the bidder's package of the contract documents, which may be purchased for \$15, if picked up at the aforementioned Cashier's Office, (626) 458-6959, Monday through Thursday between 7 a.m. and 5:30 p.m., or for \$19, if mailed, which includes postage and handling.

Each bid must be accompanied by a certified check, cashier's check, or surety bond payable to County of Los Angeles in an amount equal to at least 10 percent of the bid to guarantee that the bidder will enter into the contract if it is so awarded.

All persons performing the work shall be paid not less than the General Prevailing Wage Determination prepared by the Director of Industrial Relations pursuant to the California Labor Code. Copies of these wage rates are available at the Department of Public Works.

The bid must provide full disclosure of False Claims Act violations, labor law/payroll violations, debarments, and civil/criminal legal actions as provided for on the forms included as part of the proposal. Failure to complete these forms may result in a determination that the bidder is nonresponsive and/or not responsible.

The contract, if awarded, will be awarded to the lowest responsive and responsible bidder; however, the Board of Supervisors reserves the right to reject any and all bids.

A responsible bidder is a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

The successful bidder will be required to fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees and comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance throughout the duration of the contract. Failure to comply may be cause for termination of the contract or initiation of debarment proceedings.

The successful bidder will be required to submit a faithful performance bond, payment bond, liability insurance, and workers' compensation insurance with the contract.

As provided for in Section 22300 of the California Public Contract Code, the contractor may substitute securities for any monies withheld by the Department of Public Works to ensure performance under the contract, or enter into an escrow agreement for payment of such monies to an escrow agent.

Each person by submitting a response to this Notice Inviting Bids certifies that such bidder and each County lobbyist and County lobbying firm, as defined by Los Angeles County Code Section 2.160.010, retained by the bidder, is in full compliance with Chapter 2.160 of the Los Angeles County Code.

Para mas informacion con relacion a esta noticia, por favor llame a este numero (626) 458-3118. Nuestras horas de oficina son de 7 a.m. a 5:30 p.m. de Lunes a Jueves.

The County supports and encourages equal opportunity contracting.

By order of the Board of Supervisors of the County of Los Angeles, State of California.

Dated September 16, 2008.

Sachi A. Hamai
Executive Officer
of the Board of Supervisors

SS:mt

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