COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

JAMES A. NOYES, Director

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IN REPLY PLEASE REFER TO FILE: PD-2

May 27, 2004

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:

MONTROSE AVENUE FROM RAMSDELL AVENUE TO 330 FEET SOUTH OF FLORENCITA AVENUE/WALTONIA DRIVE AND
LA CRESCENTA AVENUE FROM MONTROSE AVENUE TO MAYFIELD AVENUE
PROPOSED CITY OF GLENDALE-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 5
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the project to resurface and reconstruct the deteriorated roadway pavement on Montrose Avenue from Ramsdell Avenue to 330 feet south of Florencita Avenue/Waltonia Drive and La Crescenta Avenue from Montrose Avenue to Mayfield Avenue is exempt from the California Environmental Quality Act. The work will also include the reconstruction of curb, gutter, sidewalk, and driveways and the construction of bus pads and wheelchair ramps.

2. Approve and instruct the Chairman of the Board to sign the cooperative agreement with the City of Glendale for the project. The agreement provides for the City and the County to perform the preliminary engineering for the project within their respective jurisdictions at their own expense with the County to administer the construction of the project. The agreement also provides for the City and the County to finance their respective jurisdictional shares of the construction cost of the project. The total construction cost of the project is currently estimated to be $3,290,000, with City's share being $650,000 and County's share being $2,640,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Glendale and the County propose to resurface and reconstruct the deteriorated pavement on Montrose Avenue from Ramsdell Avenue to 330 feet south of Florencita Avenue/Waltonia Drive and La Crescenta Avenue from Montrose Avenue to Mayfield Avenue, which are jurisdictionally shared with the City. The work also includes the reconstruction of curb, gutter, sidewalk, and driveways and the construction of bus pads and wheelchair ramps. Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

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

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Service Excellence. By improving the aforementioned streets, residents of the City and the County who travel on these streets will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

The total construction cost of the project is currently estimated to be $3,290,000, with City's share being $650,000 and County's share being $2,640,000. Funding for this project will be included in the proposed Fiscal Year 2004-05 Proposition C Local Return Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement provides for the City and the County to perform the preliminary engineering for the project within their respective jurisdictions at their own expense with the County to administer the construction of the project. The agreement also provides for the City and the County to finance their respective jurisdictional shares of the construction cost of the project.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. Based on the scope of work, the proposed project is categorically exempt pursuant to Section 15301, Class 1 (c) of the California Environmental Quality Act Guidelines, and Class 1 (x), Subsections 2, 14, and 16 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Montrose Avenue and La Crescenta Avenue are on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

CONCLUSION

Enclosed are three copies of the agreement, which have been approved by the City and approved as to form by County Counsel. Upon approval, please return the copies marked "CITY ORIGINAL" to us for processing together with one approved copy of this letter. The copies marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

CJR:sp
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Enc.

cc: Chief Administrative Office
County Counsel

COUNTY ORIGINAL

CONTRACT # 103554

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF GLENDALE, 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":

WITNESSETH

WHEREAS, CITY and COUNTY propose to resurface and reconstruct the deteriorated roadway pavement on Montrose Avenue from Ramsdell Avenue to 300 feet south of Florencita Avenue/Waltonia Drive and La Crescenta Avenue from Montrose Avenue to Mayfield Avenue including reconstruction of curb, gutter, sidewalk, and driveway approaches and the construction of bus pads and wheelchair ramps, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is within the jurisdictional limits of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY and COUNTY are willing to perform or cause to perform the preliminary engineering for PROJECT within their respective jurisdictions at their own expense; and

WHEREAS, COUNTY is willing to perform the contract administration, construction inspection and engineering, materials testing, and construction survey for PROJECT; and

WHEREAS, CONSTRUCTION COST OF PROJECT includes the costs of construction contract, contract administration, construction inspection and engineering, materials testing, construction survey, signing, and striping for PROJECT as more fully set forth herein; and

WHEREAS, CITY and COUNTY are also willing to finance their respective jurisdictional shares of CONSTRUCTION COST OF PROJECT; and

WHEREAS, CONSTRUCTION COST OF PROJECT is currently estimated to be Three Million Two Hundred Ninety Thousand and 00/100 Dollars ($3,290,000.00) with CITY'S share being Six Hundred Fifty Thousand and 00/100 Dollars ($650,000.00) and COUNTY'S share being Two Million Six Hundred Forty Thousand and 00/100 Dollars ($2,640,000.00).

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) CITY AGREES:

a. To perform or cause to perform the preliminary engineering for PROJECT within CITY'S jurisdiction at CITY expense.

b. To finance its jurisdictional share of CONSTRUCTION COST OF PROJECT, pursuant to paragraph (3) e., below, the actual amount of which is to be determined by a final accounting of CONSTRUCTION COST OF PROJECT.

c. To deposit with COUNTY, following the execution of this Agreement and upon demand by COUNTY, sufficient funds to finance its jurisdictional share of CONSTRUCTION COST OF PROJECT, currently estimated to be Six Hundred Fifty Thousand and 00/100 Dollars ($650,000.00). Said demand will consist of a billing invoice prepared by COUNTY.

d. To grant to COUNTY any temporary right of way or easement that CITY owns or has necessary for the construction of PROJECT, at no cost to COUNTY, to the extent not already provided by law.

e. Upon approval of construction plans for PROJECT, CITY will issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY highway right of way, provided, however, that COUNTY complies with all permit conditions. As a condition to permit approval, COUNTY or its contractor(s) must furnish, at no cost to CITY, evidence of insurance coverage in an amount and in a form satisfactory to CITY's Attorney.

f. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

g. To appoint COUNTY as CITY's attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all efforts necessary and proper to complete PROJECT.

h. Upon completion of PROJECT, to maintain in good condition and at CITY's expense all improvements constructed as part of PROJECT within CITY's jurisdiction.

i. To review any change orders for PROJECT and provide written approval or other response within twenty (20) calendar days of presentation by COUNTY. CITY's approval may only be withheld for good reason and in good faith. If CITY's response is not received within said twenty (20) calendar days, COUNTY may proceed with change orders. CITY shall review and approve documents in an expeditious manner so as not to cause any impact on the progress and schedule of PROJECT.

(2) COUNTY AGREES:

a. To perform or cause to perform the preliminary engineering for PROJECT within COUNTY'S jurisdiction at COUNTY expense.

b. To perform the contract administration, construction inspection and engineering, materials testing, and construction survey for PROJECT.

c. To finance its jurisdictional share of CONSTRUCTION COST OF PROJECT, pursuant to paragraph (3) e., below, the actual amount of which is to be determined by a final accounting of CONSTRUCTION COST OF PROJECT.

d. To advertise PROJECT for construction bids, to award and to administer the construction contract, to do all things necessary and proper to complete PROJECT, and to act on behalf of CITY in all negotiations pertaining thereto.

e. To notify CITY of any actual or anticipated cost increases over the estimated CONSTRUCTION COST OF PROJECT.

f. To furnish CITY, within one hundred twenty (120) calendar days after final payment to contractor, a final accounting of the actual CONSTRUCTION COST OF PROJECT including an itemization of actual unit costs and actual quantities for CONSTRUCTION COST OF PROJECT.

g. Upon completion of PROJECT, to maintain in good condition and at COUNTY's expense all improvements constructed as part of PROJECT within COUNTY's jurisdiction.

h. To provide all change of work requests to CITY in a timely manner. If CITY'S response is not received within twenty (20) calendar days, COUNTY may proceed with change orders.

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

a. The "CONSTRUCTION COST OF PROJECT," as referred to in this AGREEMENT, shall consist of the costs of construction contract, contract administration, construction inspection and engineering, materials testing, construction survey, utility relocation, traffic detour, final signing and striping, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items. The CONSTRUCTION COST OF PROJECT shall not include the cost of preliminary engineering.

b. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; traffic index and geometric investigation; soil testing; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

c. The cost of "construction contract," as referred to in this AGREEMENT, shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

d. The final accounting of the actual total CONSTRUCTION COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of PROJECT and/or work done. Thus, the cost of all work (including all engineering, administration, and all other costs incidental to any such work) located within CITY's jurisdiction shall be borne by CITY. Such costs constitute CITY'S jurisdictional share of the total CONSTRUCTION COST OF PROJECT. The cost of all work (including all engineering, administration, and all other costs incidental to any such work) located within COUNTY'S jurisdiction shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the total CONSTRUCTION COST OF PROJECT.

e. That if CITY's share of CONSTRUCTION COST OF PROJECT, based upon the final accounting, exceeds CITY's payment, COUNTY shall make a demand for the additional amount and CITY shall either pay to COUNTY the additional amount or if it disputes the additional amount demanded, follow the procedure set forth in subparagraph g for dealing with discrepancies. Said demand will consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said payment, COUNTY shall refund the difference to CITY within 60 calendar days after completion of final accounting of the actual total CONSTRUCTION COST OF PROJECT.

f. That if CITY's payment, as set forth in paragraph (1) c., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, prior to award of PROJECT, COUNTY may delay the award of PROJECT pending the receipt of CITY'S payment.

g. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY Department of Public Works within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. Public Works shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.

h. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable and not inconsistent with paragraphs (3) e. and g. CITY shall be notified of such changes by invoice.

i. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.

j. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.

k. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Stephen M. Zurn
Director of Public Works
City of Glendale
613 East Broadway
Glendale, CA 91206-4308

COUNTY:

Mr. James A. Noyes
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

l. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

m. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

n. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

o. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32058 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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CONTRACT # 103554

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF GLENDALE on _____, 2004, and by the COUNTY OF LOS ANGELES on _____, 2004.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

CITY OF GLENDALE
DATE 5/4/04
APPROVED AS TO FINANCIAL
PROVISION FOR $ 650,000.00

_____
Director of Finance

CITY OF GLENDALE

By _____
City Manager

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____ 4/29/04
City Attorney

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