



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE

July 23, 2024

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
APPROVE COOPERATIVE AGREEMENT FOR
ROWLAND STREET REHABILITATION PROJECT
CITY OF COVINA – LOS ANGELES COUNTY
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval for a cooperative agreement between the City of Covina and the County of Los Angeles to provide financing and delegation of responsibilities for a pavement rehabilitation project on Rowland Street from Citrus Avenue to Grand Avenue.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and the record of the project.
2. Approve the project and instruct the Chair of the Board to sign the cooperative agreement between the City of Covina and the County of Los Angeles for the pavement rehabilitation project on Rowland Street from Citrus Avenue to Grand Avenue.
3. Delegate authority to the Director of Public Works or his designee to approve the County's estimated jurisdictional share up to an amount of \$500,000 for the project.

4. Delegate authority to the Director of Public Works to approve up to 10 percent of the County's estimated jurisdictional share equal to \$50,000 for any unforeseen expenses that may occur, thereby increasing the maximum contribution from \$500,000 to \$550,000 for the project.

5. Delegate authority to the Director of Public Works or his designee to execute amendments and modifications of a nonmaterial nature to the cooperative agreement to incorporate necessary nonmaterial programmatic and administrative changes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve and execute the cooperative agreement between the City of Covina and the County of Los Angeles which is necessary for the financing and delegation of responsibilities for the pavement rehabilitation project on Rowland Street from Citrus Avenue to Grand Avenue. This project will improve the roadways within the unincorporated County of Los Angeles and the City and benefit both the cities' residents and the constituents of the County of Los Angeles with a comprehensive project that will minimize impacts to the community. The project administered by the City includes cold milling the existing pavement, repaving, and reconstruction of curb and gutter, curb ramps, sidewalks, and driveways, on the jurisdictionally shared portion of Rowland Street as identified in the enclosed cooperative agreement.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability; and North Star 3, Realize Tomorrow's Government Today, Focus Area Goal D, Streamlined and Equitable Contracting and Procurement. These recommended actions support the strategic plan by improving public infrastructure assets providing sustainable enhancement of roadway conditions and safety in our communities and streamlining procedures for transportation projects.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total project cost is estimated to be \$4,050,000. The cooperative agreement provides for the City and County to finance their jurisdictional shares of the project cost estimated to be \$3,550,000 and \$500,000, respectively.

The County's share of the total project cost will be funded with the State of California Road Maintenance and Rehabilitation Account funds allocated to the County under the Road Repair and Accountability Act of 2017 (Senate Bill 1). Funding for this project is available in Road Fund (B03 – Capital Assets-Infrastructure and Services and Supplies) Fiscal Year 2024-25 Budget. Funding for the project's future costs will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

The cooperative agreement has been approved as to form by County Counsel and was approved by Covina City Council on October 17, 2023. The agreement provides for the City to perform the preliminary engineering and administer the construction of the project with the City and the County to finance their respective jurisdictional shares of the total project cost. The City's and County's actual costs will be based on a final accounting after completion of the project.

ENVIRONMENTAL DOCUMENTATION

As a responsible agency with respect to the proposed project, the County has reviewed the exemption determination of the City, the lead agency for the proposed project, which found the proposed project exempt pursuant to State CEQA Guidelines, Section 15301, Subdivision (c). The County is a responsible agency for this project because it is partially funding the project, and in its independent judgment on the record, determines that the recommended actions with respect to its approvals for the project are exempt pursuant to Section 15301, Subdivision (c), of the CEQA Guidelines based on the record of the project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Rowland Street is on the County's Master Plan of Highways and the proposed road improvements are needed and of general County interest.

CONCLUSION

Please return one adopted copy of this letter and the cooperative agreement to Public Works, Road Maintenance Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is written in a cursive, flowing style.

MARK PESTRELLA, PE

Director

MP:LT:px

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office

AGREEMENT

THIS AGREEMENT, is made and entered into by and between the CITY OF COVINA, 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, Rowland Street from Citrus Avenue to Grand Avenue is designated as a collector in the circulation element of CITY'S general plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to improve the following street segments that are jurisdictionally adjacent between CITY and COUNTY:

Segment	Scope of Work	Thomas Guide	Length (miles)	Jurisdiction
Rowland Street – Citrus Avenue to 505 feet west of De Lay Avenue	Mill and Fill	599-B6, 599-C6	0.8	100 % CITY
Rowland Street – 505 feet west of De Lay Avenue to Grand Avenue	Mill and Fill	599-D6	0.2	100% COUNTY

WHEREAS, the work will consist of cold milling the existing pavement and resurfacing the cold milled pavement with asphalt rubber hot mix; reconstruction of curb and gutter, sidewalk, parkway drains, driveways and curb ramps; utility adjustments; traffic striping and pavement markings; and traffic signal loop restorations; and

WHEREAS, the aforementioned work, which is included in a CITY-administered project named Rowland Street Rehabilitation Project (hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

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

WHEREAS, CITY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for the PROJECT; and

WHEREAS, the COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and costs of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

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WHEREAS, COST OF PROJECT is currently estimated to be Four Million Fifty Thousand and 00/100 Dollars (\$4,050,000.00) with CITY'S share estimated to be Three Million Five Hundred Fifty Thousand and 00/100 Dollars (\$3,550,00.00) and COUNTY'S share estimated to be Five Hundred Thousand and 00/100 Dollars (\$500,000.00); and

WHEREAS, CITY and COUNTY are willing to finance their respective shares of the COST OF PROJECT within their JURISDICTIONS; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 23004, et seq. of the Government Code and Section 1710 of the California Streets and Highways Code.

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. JURISDICTION as referred to in this AGREEMENT shall be defined as the portion of Rowland Street from Citrus Avenue to Grand Avenue within the geographical boundary of the CITY and unincorporated COUNTY areas.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of the PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of all payments to the construction contractor(s) for the PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of the PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of the PROJECT for construction bids to cause the PROJECT to be constructed in accordance with said plans and specifications approved by the CITY and COUNTY.

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- e. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING; CONSTRUCTION ADMINISTRATION; and cost of construction contingencies and all other work necessary to construct the PROJECT in accordance with the plans and specifications approved by the CITY and the COUNTY.
- f. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by CITY and an e-mail to COUNTY'S Head of Permit Section, Ms. Imelda Ng, at (626) 458-4940 or ing@pw.lacounty.gov, or her designee or successor, that the improvement within COUNTY'S JURISDICTION are transferred to COUNTY for the purpose of operation and maintenance.

(2) CITY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, and all other work necessary to complete the PROJECT.
- b. To finance CITY'S jurisdictional share of the COST OF PROJECT, the actual amount of which is to be determined by a final accounting pursuant to paragraph (4) a., below.
- c. To obtain COUNTY'S approval of plans for PROJECT prior to solicitation for construction bids and to obtain COUNTY'S approval for any material revisions to the plans and for any additional work that CITY proposes to complete in the COUNTY'S JURISDICTION as part of the PROJECT.
- d. To comply with all applicable Federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT.
- e. To act as COUNTY'S attorney-in-fact for the purpose of implementing the PROJECT within COUNTY'S JURISDICTION and all things necessary and proper to complete the PROJECT.
- f. To advertise the PROJECT for construction bids, to award and to administer the construction contract, to do all things necessary and proper to complete the PROJECT, and to act on behalf of the COUNTY in all negotiations pertaining thereto.
- g. To ensure the construction contractor(s) for the PROJECT provide the COUNTY, its elected officials, officers, agents and employees with indemnity to the same extent as is provided to the CITY.

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- h. To ensure that the COUNTY, all officers, employees, and agents of the COUNTY are named as additional insured parties under the construction contractors' Contractor General Liability and Automobile insurance policies for all work in connection with the PROJECT, including coverage for ongoing operations and completed operations.
- i. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
- j. In the event that a preliminary notice, stop payment notice, and/or action to enforce a stop payment notice is filed on the PROJECT, to provide COUNTY with a copy of same within three (3) business days. CITY shall be responsible for withholding the funds in compliance with Civil Code § 9350 et seq.
- k. To provide all change orders for PROJECT within COUNTY'S JURISDICTION to COUNTY in a timely manner via electronic mail notification to the COUNTY inspector/office engineer assigned to the PROJECT. If COUNTY does not respond within ten (10) calendar days, CITY may proceed with change orders.
- l. To furnish COUNTY within one hundred eighty (180) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- m. To provide as-built plans to COUNTY upon completion of PROJECT and final inspection and acceptance by COUNTY that the improvements within COUNTY'S JURISDICTION has been constructed to COUNTY'S satisfaction in accordance with said plans and specifications approved by CITY and COUNTY.
- n. 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.

(3) COUNTY AGREES:

- a. To finance COUNTY'S jurisdictional share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph 4.a., below.

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- b. To deposit with the CITY, following execution of this AGREEMENT and upon demand by CITY but in no event earlier than thirty (30) calendar days prior to the advertisement of the PROJECT for construction bids, COUNTY funds in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) to finance the COST OF PROJECT described in paragraph 3.a. above. Said demand will consist of a billing invoice prepared by CITY and delivered to COUNTY. The actual amount of which is to be determined by a final accounting of COST OF PROJECT.
- c. To grant the CITY any temporary right of way or license to use property that COUNTY owns or has an easement for that is necessary for the construction of the PROJECT at no cost to the CITY.
- d. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
- e. To provide CITY with conditions for issuance of encroachment, excavation, and construction permit and any other special conditions at the time of plan approval for construction bids which the CITY shall incorporate into the PROJECT'S plans and specifications so that contractors shall have no cause to request changes in the work.
- f. Upon receipt of permit application from CITY and approval of construction plans for PROJECT, to issue CITY any necessary permit(s) authorizing CITY to construct those portions of PROJECT within COUNTY'S JURISDICTION at no cost to CITY.
- g. To cooperate with the CITY in conducting negotiations with and, where appropriate, to 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. COUNTY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to CITY when necessary to construct, complete, and maintain PROJECT or to appoint CITY as its attorney-in-fact to exercise such prior rights.
- h. Upon completion of PROJECT, and after receiving written notification from CITY, to maintain in good condition and at COUNTY'S expense all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.

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

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute CITY'S jurisdictional share of the COST OF PROJECT. The cost of all work or improvements, including all engineering, administration, and all other costs incidental to PROJECT work, located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the COST OF PROJECT.
- b. That if at final accounting COUNTY'S jurisdictional share of COST OF PROJECT exceeds COUNTY'S total payment, as set forth in paragraph 3.a., above, COUNTY shall pay to CITY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by CITY. Conversely, if the required COUNTY'S jurisdictional share of COST OF PROJECT is less than COUNTY'S deposit, CITY shall refund the difference to COUNTY within thirty (30) calendar days of the date CITY furnished COUNTY with the final accounting.
- c. COUNTY shall review the final accounting invoice prepared by CITY and report in writing any discrepancies to CITY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by COUNTY to CITY within sixty (60) calendar days after the date of said invoice. CITY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of COUNTY'S written report. COUNTY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of CITY'S written justification.
- d. During construction of PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, an inspector or other representative to inspect construction of PROJECT within COUNTY'S JURISDICTION. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- e. This AGREEMENT may be terminated, amended or modified only by mutual written consent of CITY and COUNTY. Termination, amendments, modifications, and termination of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works/City Engineer or their delegates.

ENCLOSURE A

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

CITY: Mr. Andy Bullington
Director of Public Works
City of Covina
125 East College Street
Covina, CA 91723-2199

COUNTY: Mr. Mark Pestrella
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- g. Other than as provided below, 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.
- h. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) the California Health and Safety Code or common law. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.

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- i. Other than as provided below, 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.
- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the CERCLA, the California Health and Safety Code or common law. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.
- k. In contemplation of the provision 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 Section 895.2. The provision of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF COVINA on OCTOBER 17TH, 2023, and by the COUNTY OF LOS ANGELES Director of Public Works on _____, 2023.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chair, Board of Supervisors

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

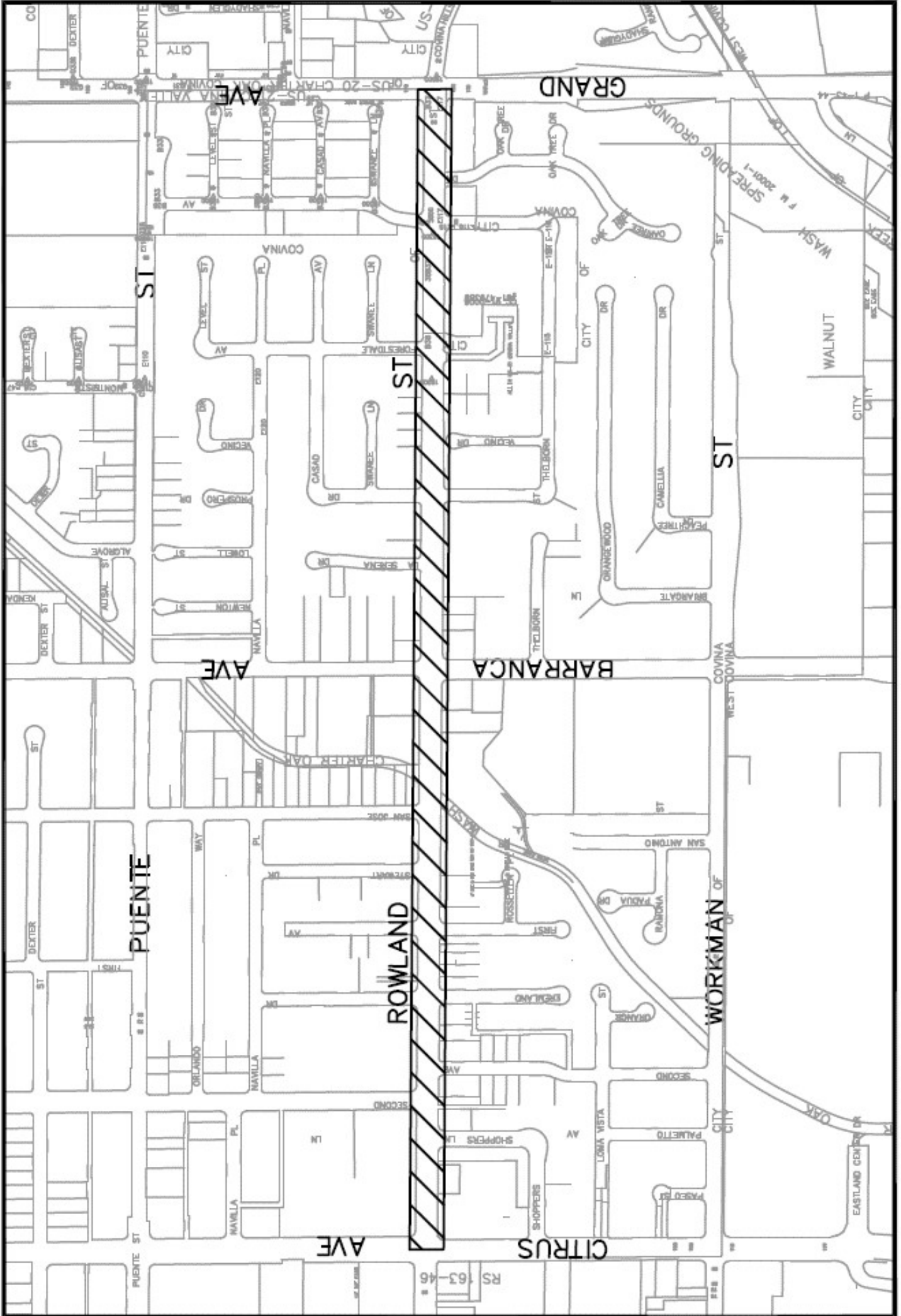
By *Heidi Liu*
Deputy for Carole Suzuki

CITY OF COVINA
By *Walter ...*
Mayor

Date: 12/7/2023

ATTEST:
By *[Signature]*
City Clerk

APPROVED AS TO FORM:
By *[Signature]*
City Attorney



ROWLAND ST

PUENTE AVE

CITRUS AVE

BARRANCA AVE

GRAND AVE

WORKMAN ST

PUENTE ST

ST

ST

WALNUT CITY

SPREADING GROUNDS

RS 63 46