# OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664

### **COOPERATIVE AGREEMENT**

# IMPROVEMENT OF ARTESIA BOULEVARD BETWEEN

# HARBOR AVENUE AND BUTLER AVENUE

# 

THIS AGREEMENT is made and entered, in duplicate, as of 1-12-15, 2014 for reference purposes only, pursuant to a minute order of the City Council of the City of Long Beach at its meeting held July 22, 2014, by and among the CITY OF LONG BEACH and the CITY OF COMPTON.

WHEREAS, Artesia Boulevard is a divided arterial highway within the cities of Long Beach and Compton that requires pavement improvements and pavement resurfacing between the intersections of Harbor Avenue and Butler Avenue; and

WHEREAS, the City of Long Beach retained GHD, Inc., to prepare construction plans and specifications, and engineering cost estimates for the required pavement improvements and pavement resurfacing that identify the jurisdictional boundary of the cities of Long Beach and Compton and the specific work within each city; and

WHEREAS, the work to be done can be more efficiently done concurrently along and across the jurisdictional boundary of these two cities; and

WHEREAS, the parties have identified the work to be done on Artesia Boulevard, from the intersection of Artesia Boulevard and Harbor Avenue to Gale Avenue (the "Project"), that includes work within both cities; and

WHEREAS, a cost estimate for the design, construction, construction engineering and inspection and project admin/management/etc. of the work within the City of Compton has been prepared by the City of Long Beach as part of its consultant's design services that was reviewed and is agreeable to the parties; and

WHEREAS, the parties have secured funding for design, construction, construction engineering and inspection and project admin/management/etc. of the Project; and

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WHEREAS, the parties desire to enter into this Cooperative Agreement for the purpose of setting forth their respective roles and responsibilities in order to expedite the Project;

NOW, THEREFORE, in consideration of the mutual terms and conditions in this Agreement, the parties agree as follows:

- 1. SCOPE OF WORK. The Project consists of the approved scope of work identified on the reduced plans dated December 10, 2013, attached hereto as Exhibit "A." Any changes to Exhibit "A" requested by the City of Compton must be made in writing by its Director of Public Works and approved in advance by the City of Long Beach Director of Public Works prior to the commencement of work.
- 2. PROJECT BUDGET. The final cost estimate for the Project is identified as One Million One Hundred Sixty-One Thousand Seven Hundred Fifty-Nine Dollars (\$1,161,759.00) on the PROJECT BUDGET, attached hereto as Exhibit "B." The parties agree that the Project Budget allocates One Hundred Thirty-One Thousand Three Hundred Thirty-Six Dollars (\$131,336) from the City of Compton and One Million Thirty Thousand Four Hundred Twenty-Three Dollars (\$1,030,423) from the City of Long Beach for design, construction, construction engineering and inspection and project admin/management/etc. costs.

### 3. CITY OF COMPTON'S RESPONSIBILITIES. Compton shall:

- Deposit One Hundred Thirty-One Thousand Three Hundred Thirty-Six Dollars (\$131,336) with the City of Long Beach for this Project within thirty (30) days of the execution of this Agreement;
- В. Provide no-cost permits for Project activities in the public right-of-way;
  - C. Provide as-needed technical assistance.
  - 4. CITY OF LONG BEACH'S RESPONSIBILITIES. Long Beach shall:
- Α. Pay one hundred percent (100%) of the cost of the Project, estimated not to exceed One Million One Hundred Sixty-One Thousand Seven

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Hundred Fifty-Nine Dollars (\$1,161,759.00);

- В. Assume responsibility for all procurement activities, including the preparation of plans and specifications, cost estimates and all Project construction documents;
- Award the contract for construction of the Project as required C. by applicable law to a contractor. Contractor's insurance shall name the City of Compton as additional insured;
- Provide or select appropriate construction engineering and D. inspection services;
- E. Hold weekly Project meetings with the selected contractor as required;
- F. Upon Project completion, provide as-built plans to the City of Compton.
- 5. FINAL REFUND ACCOUNTING; OR ADDITIONAL CONTRIBUTION. Within one hundred twenty (120) calendar days after final acceptance of the Project, the City of Long Beach shall cause a final accounting to be prepared and delivered to the City of Compton. If Project costs within the City of Compton exceed its \$131,336 deposit, the City of Compton shall pay its remaining balance to the City of Long Beach within sixty (60) calendar days. If Project costs within the City of Compton are less than its \$131,336 deposit, the City of Long Beach shall pay the remaining balance to the City of Compton within sixty (60) calendar days.

#### 6. INDEMNIFICATION.

Α. Pursuant to Government Code Section 895.4, the City of Compton shall indemnify, defend and hold the City of Long Beach 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 the City of Compton under or in connection with any work, authority or jurisdiction delegated to the City of Compton under this Agreement.

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В. The City of Long Beach shall indemnify, defend and hold the City of Compton 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 the City of Long Beach under or in connection with any work, authority or jurisdiction delegated to the City of Long Beach under this Agreement

### 7. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES.

- No officer or employee of the City of Long Beach shall be personally liable to the City of Compton in the event of any default or breach by the City of Long Beach or for breach of any obligation of the terms of this Agreement.
- В. No officer or employee of the City of Compton shall be personally liable to the City of Long Beach in the event of any default or breach by the City of Compton or for breach of any obligation of the terms of this Agreement
- 8. NOTICE. Any notice hereunder by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to the City of Long Beach at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager; and to the City of Compton at 205 South Willowbrook Avenue, Compton, California 90220, Attn: Director, Public Works/Municipal Utilities Department. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever first occurs.
- 9. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, whether oral or written, with respect to the subject matter herein.
- 10. This Agreement shall not be amended except in <u>AMENDMENT</u>. writing signed by the parties that expressly refers to this Agreement.
- 11. TERMINATION. This Agreement shall terminate upon completion and acceptance of the Project, or on APRIL (), 2016, whichever is earlier.
  - WAIVER. The waiver of any breach of this Agreement shall not be 12.

effective unless in writing signed by the party permitting waiver and shall not constitute a waiver of any other or subsequent breach of this Agreement.

- GOVERNING LAW. This Agreement shall be governed by and 13. construed in accordance with the laws of the State of California (except those provisions of California law pertaining to conflicts of laws).
- 14. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

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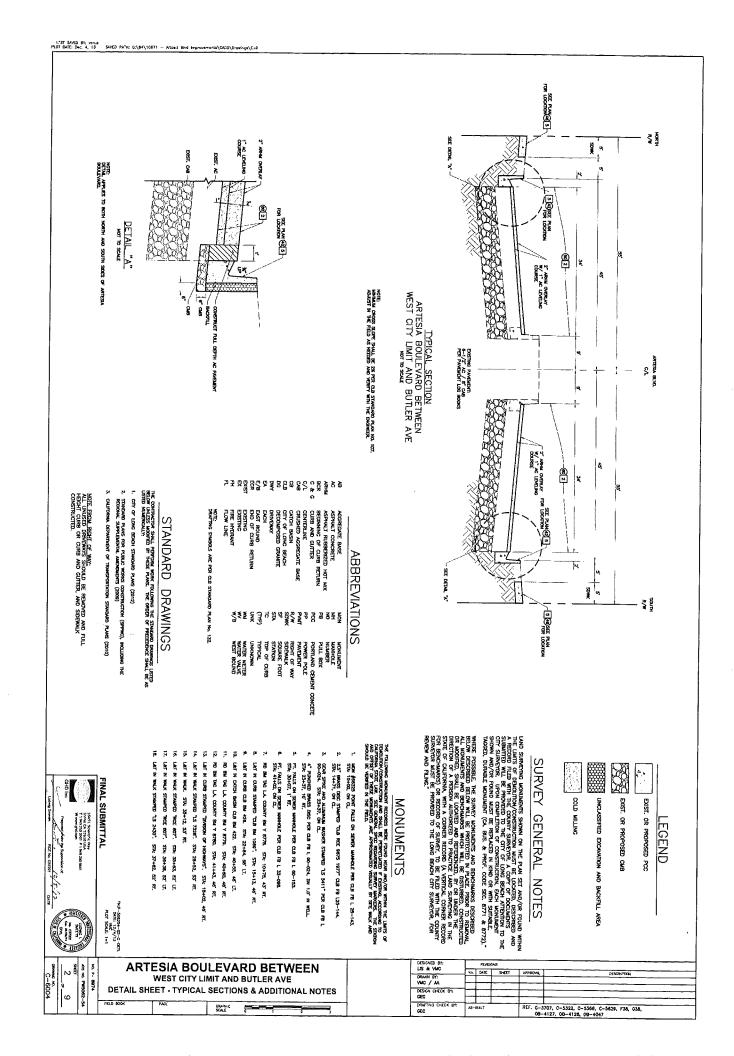
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

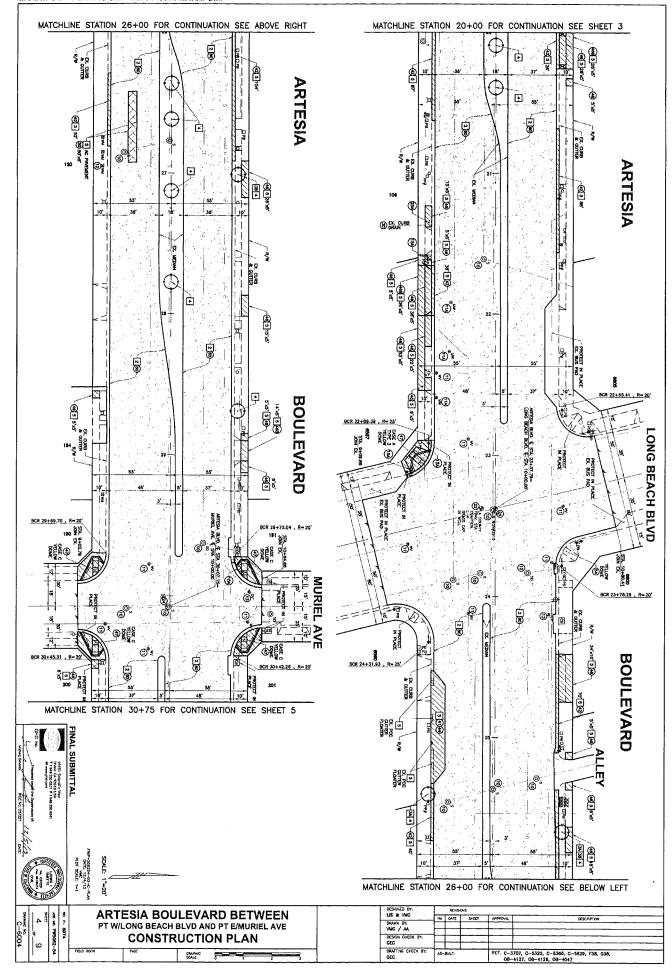
executed with all formalities required by law	as of the date first stated above.
March 10 , 2014 2015 This Agreement is approved a	CITY OF LONG BEACH, a municipal corporation  EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.  City Manager  Assistant City Manager  S to form on
1/8/15 , 3014	Ofty Manager  Approved as to form:  By Craig J. Cørnwell, City Attorney  ATTEST  Alith Godwin, City Clerk

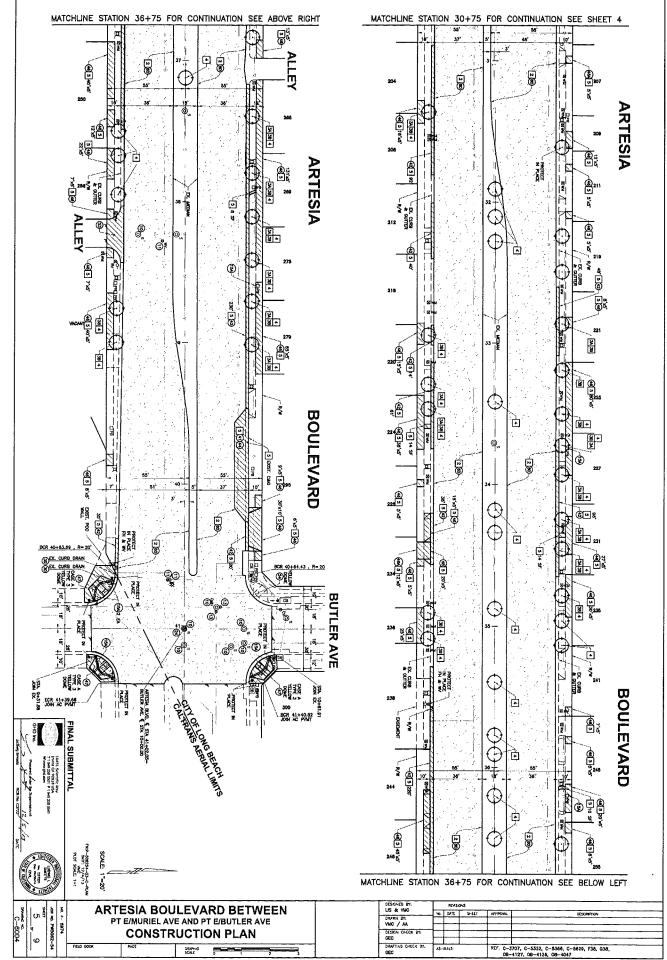
OTT TRAFFIC DICKNESS

SEE LIST ON SHEET

CRUPIC SCALE







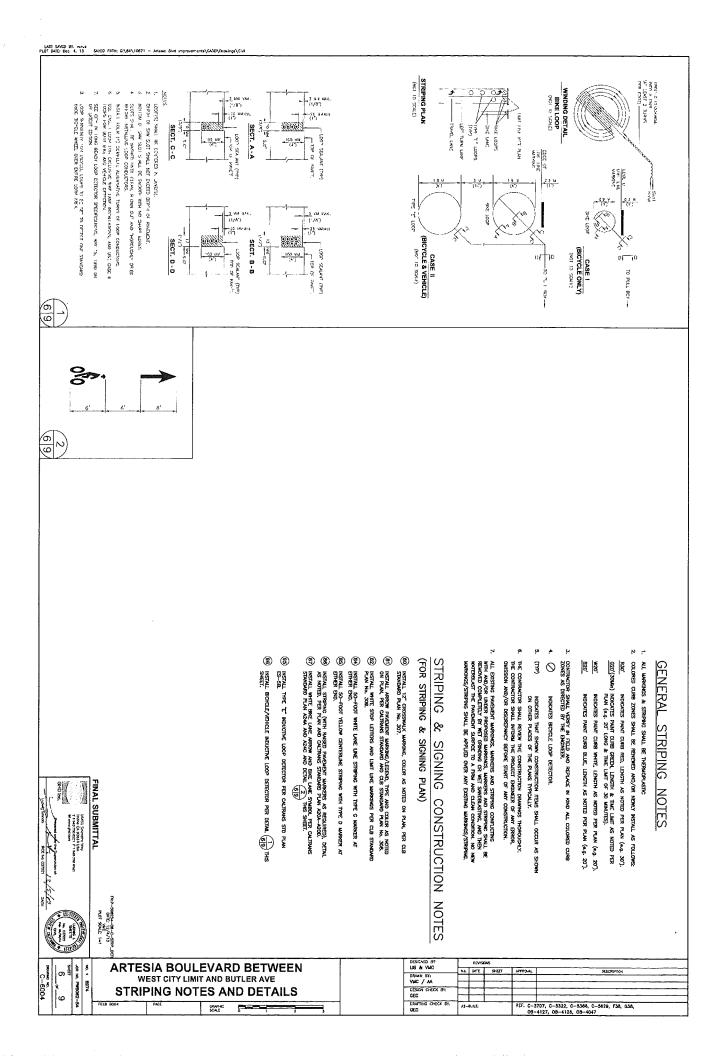


Exhibit "B"

PROJECT BUDGET

Item Description	City	of Compton	City	of Long Beach	Т	otal Budget
Estimated Construction Cost	\$	94,913	\$	744,660	\$	839,573
Construction Contingency (15%)	\$	14,237	\$	111,699	\$	125,936
Design Services (10%) Const. Engrt., Const. Inspect.,	\$	9,491	\$	74,466	\$	83,957
Project Mgmt. & Admin. (10%)	\$	9,491	\$	74,466	\$	83,957
Subtotal	\$	128,132	\$	1,005,291	\$	1,133,423
Overhead & Administration (2.5%)	\$	3,203	\$	25,132	\$	28,336
Budget Total	\$	131,336	\$	1,030,423	\$	1,161,759

 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE CITY OF LONG BEACH, INCLUDING ANY NECESSARY AMENDMENTS THERETO, FOR DESIGN, CONSTRUCTION ENGINEERING AND INSPECTION, PROJECT MANAGEMENT AND ADMINISTRATION OF THE STREET REHABILIATION PROJECT FOR ARTESIA BOULEVARD, FOR AN ESTIMATED TOTAL CONTRACT AMOUNT OF \$131,336

WHEREAS, the street infrastructure on Artesia Boulevard between City of Long Beach's west city limit and Butler Avenue is in need of rehabilitation. Plans and Specifications No. R-6974 and cost estimate for the Improvement of Artesia Boulevard were prepared by the City of Long Beach; and

WHEREAS, the Artesia Boulevard rehabilitation work consists primarily of pavement crack filling, milling and street resurfacing; replacing damaged driveways, sidewalks and curbs; installing bus pads, traffic striping, markings, and markers; traffic control; water quality best management practices; and related improvements. The old asphalt material to be removed under this contract will be recycled into new asphalt concrete, or utilized as base material on other street projects. The street will be resurfaced with asphalt containing up to 15 percent recycled material. Finally, road base made from recycled concrete, rock, sand and asphalt will be utilized in this project and all concrete work will include recycled waste ash, diverting these materials from our landfills; and

WHEREAS, the majority of the Artesia Boulevard Improvement Project is located in the City of Long Beach, however, due to the location of the Long Beach/Compton city boundary in the vicinity of the Artesia Boulevard intersection with Susana Road/Harbor Avenue, work within the City Compton was included in the project to facilitate pavement rehabilitation work and minimize public inconvenience; and

WHEREAS, according to City of Long Beach staff, the project was certified as categorically exempt in 2013, thus no further action is required to comply with the California Environmental Quality Act (CEQA); and

WHEREAS, this project was advertised in the Press-Telegram on April 25, 2014, and four (4) bids were received on May 28, 2014; to wit: Sully Miller Contracting (Brea) in the amount of \$839,572.63, All American Asphalt (Corona) in the amount of \$899,690.20, Griffith Company (Santa Fe Springs) in the amount of \$919,820.68 and Excel Paving (Long Beach) in the amount of \$899,227.83. After review of the bids by the Long Beach City Attorney's Office and the Budget Analysis Officer, it was determined by Long Beach staff that Sully Miller Contracting was the lowest responsible bidder; and

WHEREAS, on July 22, 2014, the Long Beach City Council approved this project And authorized their City Manager to award the construction improvement contract to Sully Miller Contracting and enter into a Cooperative Agreement with the City of Compton for the prorated share of costs for the project; and

WHEREAS, joining with the City of Long Beach is sharing the costs of this project will facilitate pavement rehabilitation work, minimize public inconvenience and save City staff resources and funds that would need to be expended if the City of Compton were to procure rehabilitation of Artesia Boulevard within Compton boundaries on its own; and

WHEREAS, funds in the amount of \$131,336 are available in the Public Works Fiscal Year 2014-2015 budget [Prop C], Account No. 1900-710-000-4269; and

WHEREAS, staff recommends the City Council approve the joint project with the City of Long Beach.

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. 3	NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:							
4	Section 1. That the City Manager is hereby authorized to enter into a							
5	Cooperative Agreement with the City of Long Beach and deposit with the City of Long Beach, in an amount not to exceed \$131,336.00, to improve Artesia Boulevard within the							
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7	Section 2. That funds in the amount of \$131,336 are available in the Public Works Fiscal Year 2014-2015 budget [Prop C], Account No. 1900-710-000-4269.							
9	Section 3. That copies of this Resolution shall be filed in the offices of the Cit							
10	Manager, City Controller, City Clerk, City Attorney and the Public Works/Municipal							
11	Section 4. That the Mayor shall sign and the City Clerk shall attest to the							
12	The administration of the Company of							
13	ADOPTED this <u>2nd</u> day of <u>December</u> , 2014.							
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15	Ota Do							
16	MAYOR OF THE CITY OF COMPTON							
17	ATTEST:							
18	ATTEST.							
19								
20	CITY CLERK OF THE CITY OF COMPTON							
21	STATE OF CALIFORNIA							
22	COUNTY OF LOS ANGELES CITY OF COMPTON: ss							
23	CHIEF DEPUTY CITY CLERK							
24	I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing							
25	Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the <u>lnd</u> day of <u>December</u>							
26 27	2014.							
	That said Resolution was adopted by the following vote to wit:							
28	AYES: COUNCIL MEMBERS- Zurita, Arceneaux, Jones, Brown							
29	NOES: COUNCIL MEMBERS- None ABSENT: COUNCIL MEMBERS- Galvan							
30	ABSTAIN: COUNCIL MEMBERS- None							
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	CITY CLERK OF THE CITY OF COMPTON							