

30704 AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF LONG BEACH, 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, Anaheim Street is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to seismically retrofit the bridge on Anaheim Street over the Long Beach Freeway, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is entirely within the geographical boundary of CITY; and

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

WHEREAS, COUNTY is willing to perform or cause to perform all work necessary to complete PROJECT; and

WHEREAS, COUNTY is further willing to administer PROJECT under the Federal Highway Bridge Replacement and Rehabilitation (HBRR) Program; and

WHEREAS, the preliminary engineering for PROJECT was entirely financed with Federal and State funds; and

WHEREAS, "CONSTRUCTION COST OF PROJECT" includes the costs of construction contract, contract administration, construction inspection and engineering, equipment and system testing, utility engineering and relocation, and traffic detour for PROJECT, as more fully set forth herein; and

WHEREAS, "CONSTRUCTION COST OF PROJECT" is currently estimated to be Two Hundred Thirty-eight Thousand and 00/100 Dollars (\$238,000.00) with Federal reimbursement being One Hundred Eighty Two Thousand and 00/100 Dollars (\$182,000.00); and

WHEREAS, CITY is willing to finance the non-Federally reimbursable local agency share of CONSTRUCTION COST OF PROJECT, currently estimated to be Fifty-six Thousand and 00/100 Dollars (\$56,000.00); and

WHEREAS, CITY proposes to finance the non-Federally reimbursable local agency share of CONSTRUCTION COST OF PROJECT by assigning a portion of its available Federal Transportation Surface Program (STP) funds to COUNTY in lieu of cash; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority has procedures in effect that permit the transfer of STP funds between public agencies; and

WHEREAS, COUNTY is willing to accept CITY'S assignment of STP funds in lieu of cash; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Section 1803 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 premises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. "CONSTRUCTION COST OF PROJECT," as referred to in this AGREEMENT, shall consist of the costs of construction contract, contract administration, construction engineering and inspection, final signing and striping, traffic detour, utility engineering and relocation, equipment and system testing, and all other work and materials 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.
- b. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; traffic index and geometric investigation; right-of-way acquisition and certification; preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work prior to advertising 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 all payments to the contractor for PROJECT.

- d. The "LOCAL SHARE OF COSTS," as referred to in this AGREEMENT, shall consist of CONSTRUCTION COST OF PROJECT less any reimbursement received under the Federal HBRR Program.

(2) CITY AGREES:

- a. To finance LOCAL SHARE OF COSTS, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) a., below.
- b. To assign Federal STP funds to COUNTY in lieu of cash to finance LOCAL SHARE OF COSTS, currently estimated to be Fifty-six Thousand and 00/100 Dollars (\$56,000.00). Such assignment shall be effective upon full execution of this AGREEMENT with no further action required by CITY.
- c. 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 these utilities and facilities that interferes with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility facilities and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT.
- d. To appoint COUNTY as CITY'S representative 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 things necessary and proper to complete PROJECT.
- e. Upon completion of PROJECT, to accept full and complete ownership of PROJECT, and responsibility for PROJECT, and to maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT.

(3) COUNTY AGREES:

- a. To perform or cause to perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, contract administration and all work necessary to complete PROJECT under the Federal HBRR Program.
- b. To accept CITY'S assignment of STP funds in lieu of cash.
- c. To apply for Federal HBRR funding to finance a portion of CONSTRUCTION COST OF PROJECT.
- d. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- e. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- f. To furnish CITY, within one hundred twenty (120) calendar days after final acceptance of PROJECT, a final accounting of the actual total PROJECT costs including an itemization of actual unit costs and actual contract quantities and all labor, equipment, material, consultant services, indirect, and miscellaneous costs, and other administrative and overhead costs required for COUNTY'S performance as specified in paragraph (3) a., above.

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

- a. The final accounting of CONSTRUCTION COST OF PROJECT shall include an itemization of unit costs, actual quantities and costs, and include reimbursement received under the Federal HBRR Program.
- b. CITY'S total actual assignment of STP funds shall be an amount equal to LOCAL SHARE OF COSTS, as set forth in paragraph (2) a., above, based on the final accounting.
- c. If at final accounting LOCAL SHARE OF COSTS exceeds CITY'S assignment, as set forth in paragraph (2) b., CITY shall pay to COUNTY the additional amount upon demand or assign additional CITY STP funds to COUNTY. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said

assignment, COUNTY shall credit the difference to CITY'S available STP funds within thirty (30) calendar days of the date COUNTY furnishes CITY with the final accounting.

- d. That if CITY'S final payment, as set forth in paragraph (4) c., above, is not delivered to COUNTY office which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- e. CITY shall review the final accounting invoice for COST OF PROJECT prepared by COUNTY and report to COUNTY in writing any discrepancies within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be deducted from CITY'S deposit. COUNTY shall review all disputed charges and submit a written justification to CITY detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY must submit justification to COUNTY for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification. If not, previously disputed charges shall then be deducted from CITY'S deposit and any remaining deposit shall be refunded to CITY within sixty (60) calendar days.
- f. 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. CITY shall have no obligation to inspect PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY'S inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY'S inspector shall be responsible for the proper inspection of PROJECT as needed.
- g. 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.

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

CITY: Ms. Christine Andersen
Director of Public Works
City of Long Beach
333 West Ocean Boulevard
Long Beach, CA 90802-4664

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

- i. 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 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.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LONG BEACH on _____, 2006, and by the COUNTY OF LOS ANGELES on JUNE 20, 2006.

COUNTY OF LOS ANGELES

ATTEST:

SACHI A. HAMAI
~~VIOLET VARONA LUKENS~~
Executive Officer of the Board of Supervisors of the County of Los Angeles



Mike Antonovich
Chair, Board of Supervisors
Mayor

By [Signature]
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

ADOPTED
BOARD OF SUPERVISORS

By [Signature]
Deputy

68 JUN 20 2006

CITY OF LONG BEACH

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

By [Signature]
City Manager

ROBERT E. SHANNON, City Attorney

APPROVED AS TO FORM

By n/a →
Senior Deputy

2/13, 20 06
ROBERT E. SHANNON, City Attorney
BY [Signature]
SENIOR DEPUTY CITY ATTORNEY