



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 13, 2003

IN REPLY PLEASE
REFER TO FILE: W-0

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:

**LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY
AVENUE K/5E TO 7E WATER MAIN RELOCATION AGREEMENT
SUPERVISORIAL DISTRICT 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

As the governing body of the Los Angeles County Waterworks District No. 40, Antelope Valley:

1. Find that this project is categorically exempt under Class 2(c) of the environmental guidelines approved by your Board.
2. Approve the enclosed Agreement between the City of Lancaster and the Los Angeles County Waterworks District No. 40, Antelope Valley, to relocate and reconnect water mains and appurtenant structures in Avenue K between 5th Street East and 7th Street East to accommodate the City of Lancaster's storm drain construction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

To accommodate the construction of a City storm drain in Avenue K, the District must relocate and reconnect water mains and appurtenant structures in Avenue K between 5th Street East and 7th Street East. The District's water mains were originally constructed in the City's street right of way. At the request of the District, the City of Lancaster has agreed to design and relocate the District's water mains as part of their storm drain construction contract. This will allow the project to be completed in the most cost-effective manner possible.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility since having the City of Lancaster include the water main relocation work with their storm drain contract will save the District an estimated \$100,000.

FISCAL IMPACT/FINANCING

This action will have no impact on the County's General Fund.

This project has an estimated cost of \$120,000. There are sufficient funds available in the District's Accumulative Capital Outlay Fund to finance this project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement was executed by the City of Lancaster on January 28, 2003. The Agreement has been reviewed by County Counsel and approved as to form.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt under Class 2(c) of the California Environmental Quality Act guidelines approved by your Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended services.

The Honorable Board of Supervisors
February 13, 2003
Page 3

CONCLUSION

Please return the two approved copies of the Agreement marked "LACWWD" and "City," and two adopted copies of this letter. The copy of the Agreement marked "County" is for your files. In addition, please forward the copy marked "Auditor-Controller" together with one approved copy of this letter to that office.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

GMP:nm
BDL2126

Enc.

cc: Chief Administrative Office
County Counsel

AGREEMENT

THIS AGREEMENT, made and entered into by and between THE CITY OF LANCASTER, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY, a public waterworks district formed pursuant to Division 16 of the State Water Code, hereinafter referred to as "DISTRICT":

WITNESSETH

WHEREAS, CITY proposes to construct storm drain improvements along Avenue K, between 5th Street East and 7th Street East to alleviate flooding along Avenue K, hereinafter referred to as "STORM DRAIN" ; and

WHEREAS, DISTRICT must relocate the interfering portions of its existing water mains to accommodate STORM DRAIN, hereinafter referred to as "RELOCATIONS"; and

WHEREAS, DISTRICT has requested and CITY is willing to include the construction of RELOCATIONS with the construction of STORM DRAIN, and STORM DRAIN and RELOCATIONS together are, hereinafter referred to as "PROJECT"; and

WHEREAS, CITY shall prepare plans and specifications for PROJECT and shall administer the construction contract for PROJECT; and

WHEREAS, DISTRICT shall reimburse CITY the actual cost of RELOCATIONS.

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

(1) CITY AGREES:

- a. To prepare plans, specifications, and cost estimates for PROJECT.
- b. To obtain DISTRICT approval of plans and specifications for RELOCATIONS prior to advertising the construction contract for PROJECT.
- c. To advertise PROJECT for construction bids, to award and administer the construction contract, to do all things necessary and proper to complete PROJECT, and to act, only after consulting with DISTRICT, on behalf of DISTRICT in all negotiations pertaining to RELOCATIONS.

- d. To notify DISTRICT 48 hours in advance of the start of construction of RELOCATIONS so that DISTRICT may furnish an inspector, at no cost to CITY, to inspect construction of RELOCATIONS. CITY'S inspector shall consult with DISTRICT'S inspector with respect to RELOCATIONS, but CITY'S inspector's instructions to CITY'S contractor shall be final.
- e. To furnish DISTRICT, within 30 days after completion of PROJECT, a final accounting of the actual cost of RELOCATIONS.
- f. To furnish DISTRICT, within 30 days after completion of PROJECT, a properly notarized "Offer of Dedication" for RELOCATIONS.
- g. To furnish DISTRICT, within 30 days after completion of PROJECT, a reproducible set of "as-built" drawings of RELOCATIONS.

(2) DISTRICT AGREES:

- a. To deposit with CITY, following opening of construction bids for PROJECT and upon receipt of invoice from CITY, 55 percent of the construction cost bid for RELOCATIONS.
- b. To fully reimburse CITY for the actual cost of RELOCATIONS, based upon final accounting.
- c. To release to CITY the remainder of the funds constituting the actual cost of RELOCATIONS within 30 days of: 1) acceptance of the final accounting of RELOCATIONS; 2) receipt of the "Offer of Dedication" for RELOCATIONS; and 3) receipt of "as-built" drawings of RELOCATIONS.
- d. To maintain RELOCATIONS at DISTRICT'S expense upon acceptance of CITY'S "Offer of Dedication."

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

- a. The cost of RELOCATIONS as referred to in this Agreement, shall equal the sum of the cost of preparation of plans and specifications, construction contract, contract administration, construction engineering, construction survey, detours, and all other work necessary to construct RELOCATIONS in accordance with approved plans and shall include CITY'S costs to cover overhead and administration in connection with any or all of the above-mentioned items. RELOCATIONS is estimated to cost \$120,000.

- b. Neither DISTRICT, nor any officer or employee of DISTRICT, nor the County of Los Angeles, shall be responsible for any damage or liability occurring by reason of any acts of omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to 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 DISTRICT and the County of Los Angeles harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to CITY under this Agreement.
- c. Neither CITY, nor any officer or employee of CITY, shall be responsible for any damage or liability occurring by reason of any acts of omission on the part of DISTRICT, under or in connection with any work, authority, or jurisdiction delegated to DISTRICT under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, DISTRICT 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 of omission on the part of DISTRICT under or in connection with any work, authority, or jurisdiction delegated to DISTRICT under this Agreement.
- d. That the provisions of any Assumption of Liability Agreements heretofore enter into between the parties hereto are inapplicable to 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 LANCASTER on _____, 2002, and by the LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY on _____, 2002.

LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 40, ANTELOPE VALLEY

ATTEST:

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

By _____
Chair, Board of Supervisors of
The County of Los Angeles as governing
body thereof

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

ATTEST:

CITY OF LANCASTER

By _____
DONNA M. GRINDEY, City Clerk

By _____
FRANK C. ROBERTS, Mayor

ATTEST:

By _____
DAVID R. McEWEN, City Attorney

GMP:lb
AGMT5