

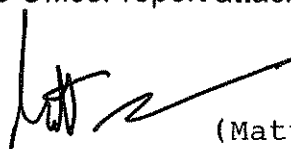
0150-09898-0000

TRANSMITTAL

TO	DATE	COUNCIL FILE NO.
The Council	JUN 11 2013	
FROM	COUNCIL DISTRICT	
The Mayor	15	

**Proposed Memorandum of Agreement with the City of Gardena
Vermont Ave Stormdrain Repair Project**

The Request is approved and forwarded for consideration. See the
City Administrative Officer report attached.


(Matt Szabo)
for

MAYOR

MAS:DHH:06130052t



REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: April 16, 2013

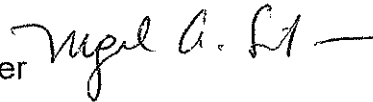
CAO File No. 0150-09898-0000

Council File No.

Council District: 15

To: The Mayor

From: Miguel A. Santana, City Administrative Officer



Reference: Letter from the Board of Public Works, dated October 17, 2012; referred for report October 24, 2012

Subject: **PROPOSED MEMORANDUM OF AGREEMENT WITH THE CITY OF GARDENA FOR JOINT FUNDING OF AN EMERGENCY STORM WATER PIPE REPAIR PROJECT ON VERMONT AVE**

SUMMARY

The Bureau of Sanitation requests authority to execute a Proposed Memorandum of Agreement (MOA) with the City of Gardena for Joint Funding of an emergency storm water pipe repair project on Vermont Avenue. Vermont Avenue is the boundary line between the City of Gardena and the City of Los Angeles, with the west side in Gardena and the east side in Los Angeles.

On March 30, 2011, Gardena employees observed pavement settlement on the west side of Vermont. Subsequent investigation of the settlement determined that four (4) existing 72-inch corrugated metal pipes under Vermont Avenue required repair. The pipes were installed by the Los Angeles County Flood Control District. While the District has denied responsibility for the repair, staff from both the Cities of Gardena and Los Angeles believe that the County is ultimately responsible for the repair.

To ensure public safety while responsibility is determined, the City of Gardena has already completed the repair of the pipes and is now seeking compensation from the County. In addition, to seeking compensation from the County, the City of Gardena is requesting that the City of Los Angeles jointly share in the cost of the repair. In addition to sharing the cost of the repair, the City of Los Angeles would share in any potential reimbursements received from the County. The City of Los Angeles's proposed share would be \$175,615.60 (total project costs were \$379,731.21). The Bureau is proposing using Stormwater Pollution Abatement Funds to make the payment. The City's financial participation is warranted because on May 25, 1976, the County of Los Angeles relinquished jurisdiction over Vermont Avenue to the cities of Gardena and Los Angeles. This relinquishment included these pipes. Therefore, the City of Los Angeles owns portions of the pipes being repaired.

However, the flows into the pipes are generated entirely from the City of Gardena and not from the City of Los Angeles. Part ownership of Vermont Avenue is not a sufficient reason to continue to maintain ownership of these pipes. It is appropriate for the City to relinquish the ownership of these pipes to the City of Gardena so that all future costs associated with these pipes is the sole burden of the City of Gardena. At the request of this Office, Bureau staff met with the City of Gardena and agreed on a transfer of ownership of the City's portion of the pipe to Gardena.

Council approval of this MOU is required as the term of the Agreement is indeterminate.

RECOMMENDATIONS

That the Mayor and Council:

1. Approve the request of the Bureau of Sanitation for authority to enter into a Memorandum of Agreement with the City of Gardena for joint funding of the Vermont Avenue storm water repair project; and,
2. Instruct the Board of Public Works to relinquish the ownership of these pipes to the City of Gardena so that all future costs associated with these pipes is the sole burden of the City of Gardena.

FISCAL IMPACT STATEMENT

Approval of the recommendation will result in payment from the Stormwater Pollution Abatement Fund to the City of Gardena of a total of \$175,615.60. If the County reimburses Gardena, the City will receive reimbursement. In addition, future liability will be eliminated.

CITY OF LOS ANGELES

CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

October 17, 2012

BOARD OF PUBLIC WORKS MEMBERS

ANDREA A. ALARCÓN
PRESIDENT

CAPRI W. MADDOX
VICE PRESIDENT

VALERIE LYNNE SHAW
PRESIDENT PRO TEMPORE

JERILYN LÓPEZ MENDOZA
COMMISSIONER

STEVEN T. NUTTER
COMMISSIONER

OFFICE OF THE BOARD OF PUBLIC WORKS

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012
(213) 978-0261
(213) 978-0278 Fax

ARLEEN P. TAYLOR
EXECUTIVE OFFICER

<http://www.lacity.org/BPW>

OFFICE OF THE MAYOR
RECEIVED
2012 OCT 18 AM 11:58
CITY OF LOS ANGELES

#1 BOS

Mayor Antonio R. Villaraigosa
Room No. 305
City Hall
Attn: Mandy Morales

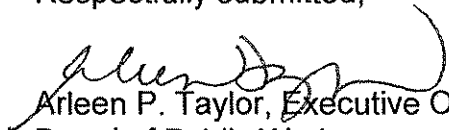
Subject: AUTHORITY TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE CITY OF GARDENA FOR COST SHARING OF THE SOUTH VERMONT AVENUE CULVERT REHABILITATION EMERGENCY PROJECT

As recommended in the accompanying report of the Director of the Bureau of Sanitation, which this Board has adopted, the Board of Public Works requests approval and forwarding to the City Council for approval and authorization to execute the proposed Memorandum of Agreement between the City of Los Angeles and the City of Gardena for the emergency rehabilitation of the South Vermont Avenue Culverts.

FISCAL IMPACT

The total cost to repair the four 72-inch CMP culvert pipes crossing under Vermont Avenue and perform road repairs had final construction cost of \$379,731.21. The City of Los Angeles' share of the participation cost is \$175,615.60. Funds in the amount of \$175,615.60 are available in the Stormwater Pollution Abatement Fund. There will be no impact to the General Fund.

Respectfully submitted,


Arleen P. Taylor, Executive Officer
Board of Public Works

APT:mp

2012 OCT 24 PM 4:21
CITY ADMINISTRATIVE OFFICER



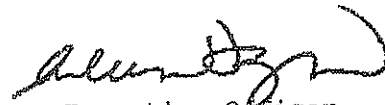


DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BOARD REPORT NO. 1
October 17, 2012

CD: 15

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
OCT 17 2012


Executive Officer

AUTHORITY TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE CITY OF
GARDENA FOR COST SHARING OF THE SOUTH VERMONT AVENUE CULVERT
REHABILITATION EMERGENCY PROJECT

RECOMMENDATIONS

1. Adopt and forward this report with transmittals to the City Council and the Mayor, requesting approval of proposed Memorandum of Agreement (MOA) between the City of Los Angeles (City) and the City of Gardena (Gardena) for the emergency rehabilitation of the South Vermont Avenue Culverts (Transmittal No. 1 – MOA).
2. Request the Mayor and City Council authorize the Board of Public Works (BPW) President, or two BPW Commissioners to execute the MOA on behalf of the City of Los Angeles.
3. Notify the Bureau of Sanitation, Watershed Protection Division [Michael Scaduto, (213) 485-3981] when the MOA is ready to be executed by the BPW, whereupon six (6) original documents will be delivered to the Secretary of the Board for execution.
4. Upon execution, request the City Clerk to attest and certify the six (6) original copies of the agreements. The City Clerk and the Board of Public Works each are to retain an original copy, and four original copies are to be returned to the Bureau of Sanitation, Watershed Protection Division [contact Michael Scaduto for pick up at (213) 485-3981].

TRANSMITTALS

1. One copy of the proposed MOA with City of Gardena.
2. Project Location Map

FISCAL IMPACT STATEMENT

The total cost to repair the four (4) 72-inch CMP culvert pipes crossing under Vermont Ave. and perform road repairs had final construction cost of \$379,731.21. The City of Los Angeles' share of the participation cost is One Hundred Seventy Five Thousand and Six Hundred Fifteen Dollars and 60/100 Dollars (\$175,615.60). Funds in the amount of \$175,615.60 are available in the Stormwater Pollution Abatement Fund. There will be no impact to the General Fund.

DISCUSSION

The centerline of Vermont Ave. serves as the boundary between Gardena (west of centerline) and Los Angeles (east of the centerline). In 1928 the Los Angeles County Road Department constructed four (4) 72-inch diameter corrugated metal pipes (CMPs) in conjunction with the improvement of Vermont Ave (Transmittal 2 – Project Location Map). The CMPs were originally designed to facilitate flows from within the Dominguez Channel watershed. Prior to 1958, Gardena's records indicate the culverts were part of the Dominguez Channel system. After 1958, the system was upgraded and re-routed through a Los Angeles County Flood Control District's (LACFCD) bond issue. As part of the construction of the Artesia Freeway (SR-91), the flows from Dominguez Channel were re-routed further south under South Vermont Avenue. The existing culverts were extended ten (10) feet in both directions (easterly and westerly) during the LACFCD South Vermont Avenue improvements in 1966 and the inverts of each CMP were filled with one (1) foot of Portland cement concrete. LACFCD currently maintains an easement on both sides of Vermont Avenue. Tributary flow to the culverts is generated entirely from Gardena and there is no tributary flow from the City of Los Angeles. (Transmittal 1 - Exhibit A).

On March 30, 2011, Gardena staff observed pavement settlement and depressions on the west side of Vermont Ave. Gardena immediately closed the southbound traffic lanes (north of Artesia Blvd) due to the uncertainty of the structural integrity across the width of the street and in the interest of protecting public health and safety. In addition, Gardena notified both the City of Los Angeles and County of Los Angeles of the pavement settlement and depressions within Vermont Ave.

The depression lies over the four 72-inch CMP culvert pipes that cross under Vermont Ave. Both the City of Los Angeles and Gardena have reviewed as-built drawings for Project 3550 Line E Unit 2, dated 12/15/73 (Transmittal 1 - Exhibit B) as well as recorded records and both cities believe the culverts are owned by the County of Los Angeles and that the corrective work is the responsibility of the Los Angeles County. Both cities believe that the County has not provided sufficient records that would indicate that the County has abandoned the easement and still benefits from the use of the culverts.

Gardena retained a consultant, GeoDesign, Inc. and conducted an investigation which confirmed the four (4) existing 72-inch CMPs have deteriorated structurally, thereby causing the subsidence that posed a concern for public health and safety. In addition, the City of Los Angeles's Bureau of Engineering conducted an investigation and reaffirmed Gardena's concern for public health and safety.

Gardena, in a letter dated April 21, 2011 to the County of Los Angeles, the Department of Public Works identified the County as the agency responsible for the four (4) 72-inch CMPs and requested County's assistance to address the potential life/safety issues involving the roadway settlement by requesting County repair its facilities. In response, the County, in a letter dated May 5, 2011, notified Gardena that the County found no records indicating any ownership or maintenance responsibilities for the four (4) existing 72-inch CMPs and that the County, therefore, has no legal responsibility to pay for the cost of repairing the damaged CMPs and street.

As a result of the County's claim of having no legal responsibility for the damaged CMPs and street, and given the interest to protecting public health and safety, Gardena has asked the City of Los Angeles to participate in an agreement to participate in the work necessary to rectify the conditions by sharing in the construction cost to perform the repairs. This MOA establishes the roles and responsibilities between the City of Los Angeles and the City of Gardena as it relates to the following:

- Rehabilitation of the four (4) existing 72-inch CMPs.
- The City reserving its right to proceed with a separate claim against the County for the recovery of its share of costs to rehabilitate the four (4) culverts underneath Vermont Ave., and
- The City reserving the right to seek reimbursement if it is ultimately determined that Gardena or the County is found to be legally responsible for the cost of the repair project.

Gardena has since executed a contract with J.R. Pipeline Co., Inc. to repair the four (4) 72-inch CMP culvert pipes crossing under Vermont Ave. and perform road repairs to mitigate the hazard, and has completed the rehabilitation of the four 72-inch CMP culvert pipes and reconstruction of a portion of Vermont Ave at a final construction cost of \$379,731.21 (Transmittal 1 - Exhibit C).

Concurrently, Gardena has also filed a claim (Transmittal 1 – Exhibit C) with the County seeking reimbursement for the rehabilitation of the four 72-inch CMP culvert pipes and reconstruction of the associated portion of Vermont Avenue. Should Gardena receive reimbursement from the County, Gardena will reimburse Los Angeles for its share of the participation cost in the amount of One Hundred Seventy Five Thousand and Six Hundred Fifteen Dollars and 60/100 Dollars (\$175,615.60) within thirty (30) days of receiving reimbursement from the County.

BUREAU OF SANITATION
BOARD REPORT NO. 1
October 17, 2012

Page 4

APPROVE AS TO FUNDS

The MOA has been reviewed by Mr. John Carvalho, Assistant City Attorney, of the City Attorney's Office and has been approved as to form.

STATUS OF FINANCING

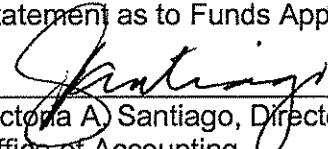
Funds in the amount of \$175,615.60 are available in Fund 511, Department 50, Account 50J387, titled "On Call Contractors (Emergency Fund).

Respectfully submitted,



ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation

Statement as to Funds Approve by:



Victoria A. Santiago, Director
Office of Accounting
Date 10/12/12

Report prepared by:
Watershed Protection Division
Michael Scaduto
213-485-3981

MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF LOS ANGELES
AND
CITY OF GARDENA

REGARDING THE COST SHARING OF THE
SOUTH VERMONT AVENUE CULVERT REHABILITATION

This Memorandum of Agreement ("this Agreement") is made and entered into as of the date of the last signature set forth below by and between the City of Los Angeles, a body corporate and politic, hereinafter referred to as "LOS ANGELES", and the City of Gardena, a municipal corporation, hereinafter referred to as "GARDENA", collectively referred to herein as the "Parties" with respect to the following:

RECITALS

WHEREAS, there are four (4) existing 72-inch diameter corrugated metal pipes (CMP) crossing underneath South Vermont Avenue, north of Artesia Blvd., and

WHEREAS, the Los Angeles County Road Department constructed the four (4) 72-inch diameter corrugated metal pipes (CMPs) in 1929 in conjunction with the improvement of Vermont Ave., and

WHEREAS, the CMPs were originally designed to facilitate flows from within the Dominguez Channel watershed. Tributary flow to the culverts is generated entirely from GARDENA and there is no tributary flow from LOS ANGELES – Exhibit A, and

WHEREAS, the centerline of Vermont Ave. serves as the boundary between GARDENA (west of centerline) and LOS ANGELES (east of the centerline), and

WHEREAS, prior to 1958, GARDENA's records indicate the culverts were part of the Dominguez Channel system. After 1958, the system was upgraded and re-routed through a Los Angeles County Flood Control District's (LACFCD) bond issue. As part of the construction of the Artesia Freeway (SR-91), the flows from Dominguez Channel were re-routed further south via a new bridge under South Vermont Avenue. The drains were extended ten (10) feet in both directions (easterly and westerly) during the LACFCD South Vermont Avenue improvements in 1966 and the inverts of each CMP were filled with one (1) foot of Portland cement concrete, and

WHEREAS, LACFCD is believed by the Parties to maintain an easement on both sides of Vermont Avenue, and

WHEREAS, on March 30, 2011, GARDENA staff observed pavement settlement and depressions on the west side of Vermont Ave. GARDENA immediately closed the southbound traffic lanes (north of Artesia Blvd) due to the uncertainty of the structural integrity across the width of the street and in the interest of protecting public health and safety, and

WHEREAS, GARDENA notified LOS ANGELES of the pavement settlement and depressions on the west side of Vermont Ave. and LOS ANGELES inspected the culverts on the east side of Vermont Ave. within the LOS ANGELES City limits, and

WHEREAS, GARDENA's study by their consultant GeoDesign, Inc. (2011) confirmed the four (4) existing 72-inch CMPs have deteriorated structurally, thereby causing the subsidence and pose a concern for public health and safety, and

WHEREAS, LOS ANGELES concurs with GARDENA's assessment of the potential threat to public health and safety posed by the subsidence, and

WHEREAS, Parties have reviewed as-built drawings (for Project 3550 Line E Unit 2, dated 12/15/73 – Exhibit B) and recorded records and believe the corrective work is the responsibility of the Los Angeles County Department of Public Works, hereinafter referred to as "COUNTY", and

WHEREAS, GARDENA, in a letter dated April 21, 2011 to the County of Los Angeles, Department of Public Works, hereinafter referred to as "COUNTY", identified the COUNTY as the agency responsible for the four (4) 72-inch CMPs and requested COUNTY's assistance to address the potential life/safety issues involving the roadway settlement by requesting COUNTY repair COUNTY's facilities, and

WHEREAS, the COUNTY, in a letter to GARDENA, dated May 5, 2011, notified GARDENA the COUNTY found no records indicating the COUNTY has ownership or maintenance responsibilities for the four (4) existing 72-inch CMPs and the COUNTY, therefore, has no legal responsibility to pay for the cost of repairing the damaged CMPs and street, and

WHEREAS, the COUNTY has not provided the Parties with sufficient records that would indicate that the COUNTY has abandoned the easement and continues to use the culverts and the lands lying westerly and easterly of Vermont Avenue, and

WHEREAS, GARDENA, in a letter to the COUNTY, dated October 21, 2011, notified the COUNTY of GARDENA's intent to perform the necessary work to rectify the conditions caused by the deteriorated pipes crossing under Vermont Avenue, and

WHEREAS, GARDENA has requested LOS ANGELES to participate in the work necessary to rectify the conditions by sharing in the construction cost to implement the repairs, and LOS ANGELES has accepted the request to participate as set forth in this Agreement, and

WHEREAS, GARDENA has executed a contract with J.R. Pipeline Co., Inc. to repair the four (4) 72-inch CMP culvert pipes crossing under Vermont Ave. and perform road repairs to mitigate the hazard, and

WHEREAS, GARDENA has completed the rehabilitation of the four 72-inch CMP culvert pipes and reconstruction of a portion of Vermont Ave at a final construction cost of \$379,731.21, and

WHEREAS, GARDENA has filed a claim (Exhibit C) with the COUNTY seeking reimbursement for the total costs of repairs. Should GARDENA receive reimbursement from the COUNTY, GARDENA will reimburse LOS ANGELES for its share of the participation cost, and

WHEREAS, the CITY reserves its right to proceed with a separate claim against COUNTY for the recovery of its share of costs to rehabilitate the four (4) culverts underneath Vermont Ave., and

WHEREAS, LOS ANGELES reserves the right to seek reimbursement if it is ultimately determined that GARDENA or the COUNTY is found to be legally responsible for the cost of the repair project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

The terms of this MOA shall begin upon GARDENA entering into standard agreements with LOS ANGELES for the rehabilitation of the four (4) 72-inch CMPs and conducting the necessary road repairs.

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is to cooperatively fund the rehabilitation of the four (4) 72-inch CMPs and conduct the necessary road repairs.

Section 3. Cooperation. The Parties shall fully cooperate with one another to attain the purposes of this Agreement.

Section 4. Voluntary Nature. This Agreement is voluntarily entered into for the implementation of the CMP rehabilitation and road repairs.

Section 5. Term. This Agreement shall become effective upon execution by the Parties and it shall remain and continue in effect until all claims submitted to the COUNTY have been exhausted under the jurisdiction of all legal options.

Section 6. Cost Sharing. As set forth in Section 7 below, LOS ANGELES agrees to pay GARDENA the amount of One Hundred Seventy Five Thousand Six Hundred Fifteen and 60/100 Dollars (\$175,615.60), for its share of the construction cost associated with rehabilitation of the four 72-inch CMP culvert pipes and

reconstruction of the associated portion of Vermont Avenue, which costs are itemized at Exhibit D attached hereto.

Section 7. Invoice and Payment

- a) Invoice. Upon execution of this Agreement, GARDENA will submit to LOS ANGELES an invoice in the amount of One Hundred Seventy Five Thousand Six Hundred Fifteen and 60/100 Dollars (\$175,615.60).
- b) Payment – Within ninety (90) days of receipt of said invoice from GARDENA and all documentation identified at Section 8 below, LOS ANGELES pay the invoice in full.

Section 8. Roles of parties

a. Responsibilities of LOS ANGELES

- i. LOS ANGELES agrees to pay GARDENA a portion of the construction cost associated with rehabilitation of the four 72-inch CMP culvert pipes and reconstruction of the associated portion of Vermont Avenue as set forth in Sections 6 and 7 of this Agreement.

b. Responsibilities of GARDENA

- i. GARDENA will provide LOS ANGELES with a copy of its fully executed contract with J.R. Pipeline Co., Inc., including the scope of work and contract cost, for the rehabilitation of the four 72-inch CMP culvert pipes and reconstruction of the associated portion of Vermont Avenue.
- ii. GARDENA will provide LOS ANGELES with proof of final payment and stop notices made to J.R. Pipeline Co., Inc. for the rehabilitation of the four 72-inch CMP culvert pipes and reconstruction of the associated portion of Vermont Avenue.
- iii. Should GARDENA receive reimbursement from the COUNTY on its claim for reimbursement for the rehabilitation of the four 72-inch CMP culvert pipes and reconstruction of the associated portion of Vermont Avenue, GARDENA will pay LOS ANGELES its pro rata share of any such reimbursement up to the amount of One Hundred Seventy Five Thousand and Six Hundred Fifteen Dollars and 60/100 Dollars (\$175,615.60) within thirty (30) days of receiving reimbursement from the COUNTY.

Section 9. Indemnification. To the fullest extent permitted by law, GARDENA agrees to save, indemnify, defend, and hold harmless LOS ANGELES from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or

damage of any kind whatsoever, including attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of the performance of the rehabilitation of the four 72-inch -CMP culvert pipes and reconstruction of the associated portion of Vermont Avenue.

Section 10. General Provisions.

- a) Notices. Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the Party at the address set forth in Exhibit E. Parties shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit E. Written notice shall include notice delivered via email or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit E.
- b) Administration. For the purposes of this Agreement, the Parties hereby designate as their respective Party Representatives, the persons named in Exhibit E. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of this Agreement on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this Agreement on behalf of such Party.
- c) Relationship of Parties. The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this Agreement shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.
- d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of each Party to this Agreement and their respective heirs, administrators, representatives, successors and assigns.
- e) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by an instrument in writing signed by all the Parties.
- f) Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.

- g) Law to Govern; Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- h) No Presumption in Drafting. The Parties to this Agreement agree that the general rule that an Agreement is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.
- i) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- j) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and constructed without the invalid, void, or unenforceable provision(s).
- k) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.
- l) All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

CITY OF LOS ANGELES

Date: _____

By: _____

Andrea Alarcon, President
Board of Public Works

ATTEST:

By: _____

June Lagmay
City Clerk

APPROVED AS TO FORM:

Carmen Trutanich
City Attorney

By: _____

John A. Carvalho
Deputy City Attorney

CITY OF GARDENA

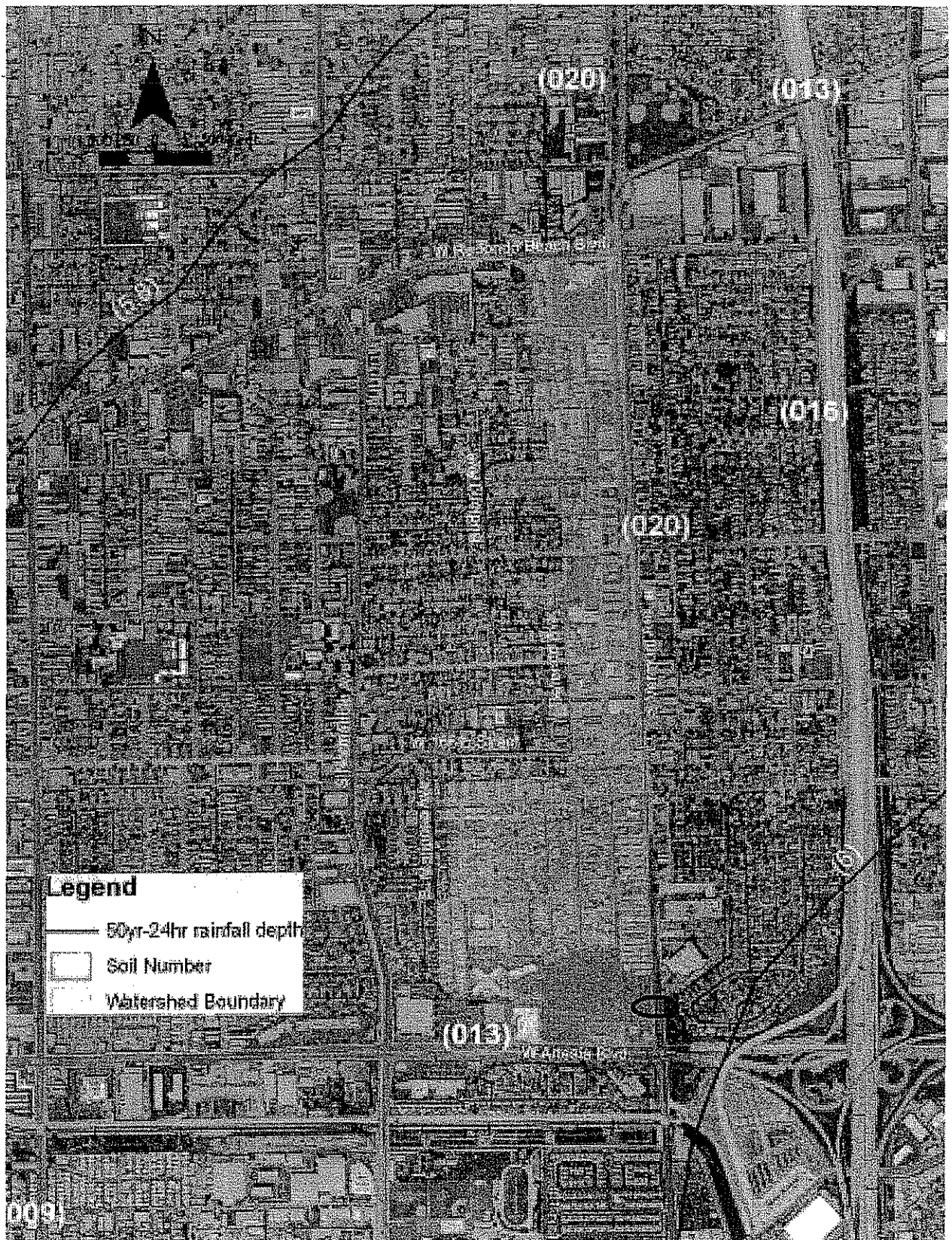
Date: _____

By: _____
Mitchell G. Lansdell
City Manager

APPROVED AS TO FORM:

By: _____
Peter L. Wallin
City Attorney

EXHIBIT A
Project Tributary Area and Location

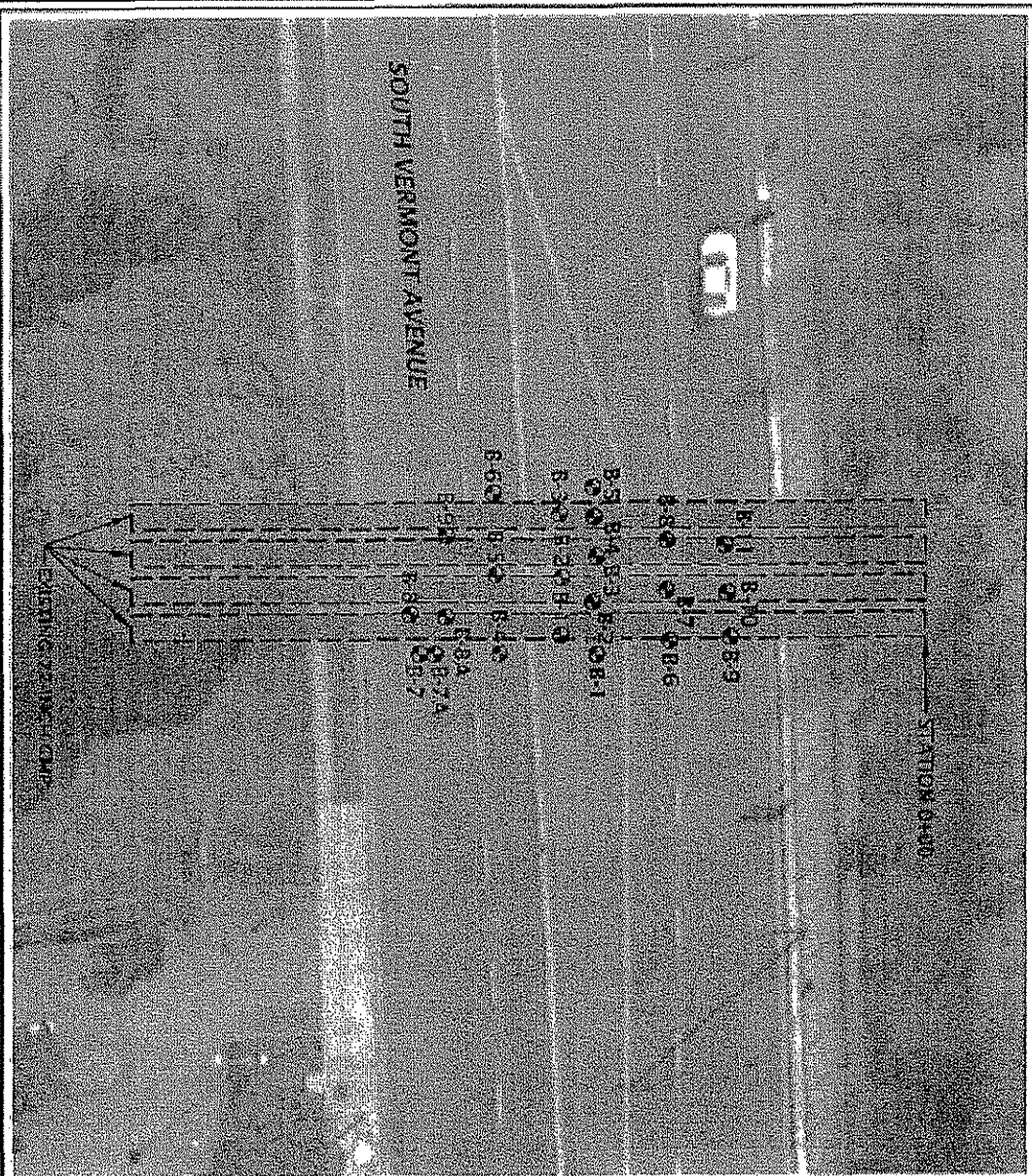


GEOD DESIGN INC.
 2123 TOWER DIXIE BLVD - 3RD FLR
 SAN DIEGO, CA 92108
 619.714.4411 FAX 619.594.4718

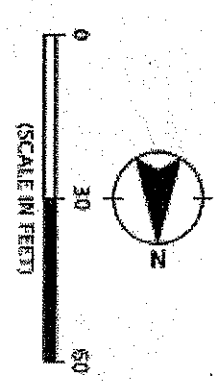
CARDENAC1-01
 JULY 2011

VERMONT AVENUE PROJECT
 GARDENA, CA

FIGURE 2



LEGEND:
 B-1 BORING (GEODESIGN, JUNE 2011)
 B-1 BORING (CITY OF LOS ANGELES, APRIL 2011)
 AREA OF SUBSIDENCE



SITE PLAN BASED ON AERIAL PHOTOGRAPH
 OBTAINED FROM GOOGLE EARTH PROSM
 JULY 5, 2011

EXHIBIT B

AS-BUILTS

EXHIBIT C

**City of Gardena's Claim
Filed with the
Los Angeles County Department of Public Works**

EXHIBIT D

**Vermont Ave Stormdrain Rehabilitation
Project Construction Cost**

**BID PROPOSAL SCHEDULE
South Vermont Ave. Drain Rehabilitation, JN 858
FULL WIDTH**

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization & Demobilization	1	LS	\$ 15,000.00	\$ 15,000.00
2	Traffic Control	1	LS	\$ 7,500.00	\$ 7,500.00
3	Erosion Control	1	LS	\$ 4,500.00	\$ 4,500.00
4	Clearing and Grubbing	1	LS	\$ 3,500.00	\$ 3,500.00
5	Removal of Sediment - CMP	1	LS	\$ 15,000.00	\$ 15,000.00
6	Grade Work Area	1	LS	\$ 4,500.00	\$ 4,500.00
7	Install 44" HOBAS Pipes	615	LF	\$ 342.00	\$ 210,330.00
8	Grout Annular Voids - 72" CMP and 44" HOBAS	411	CY	\$ 180.00	\$ 73,980.00
9	Asphalt Paving 40'x 45'	1800	SF	\$ 30.00	\$ 54,000.00
10	Re-Stripe Vermont	1	LS	\$ 2,500.00	\$ 2,500.00
	Total Cost				\$ 390,810.00

Total Bid:

(Figures) \$ 390,810.00

(Words) THREE HUNDRED NINETY THOUSAND EIGHT HUNDRED TEN DOLLARS AND NO/100

J. R. PIPELINE Co., INC.

Name of Bidder

Juan Rivas

Signature of Bidder

Note: Any work tools and materials of any class for which no price is fixed in this Proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance, or direct payment of any kind. The cost of performing such work or furnishing such equipment, labor, tools and materials shall be included in the unit bid prices in this Proposal and no additional compensation will be paid therefor.

Project: Vermont Ave Storm Drain Rehabilitation Project - JW 050
 Progress Payment #1 AWD FINAL
 Thursday, March 15, 2012

Bid Item	Description	Est Item Qty	Units	Unit Price	Item Total	Prior Total	Combr's Request Pmt. #	Combr's Request Payment	City % This Pmt	Total To Date	Total Billed to Date	This Progress Payment
1	General Modification	1	LS	\$15,000.00	\$15,000.00	6,000%	100.00%	15,000.00		6,000%	\$0.00	\$0.00
2	Traffic Control	1	LS	\$7,500.00	\$7,500.00	0.000%	100.00%	7,500.00		0.000%	\$0.00	\$0.00
3	Erosion Control	1	LS	\$4,500.00	\$4,500.00	0.000%	100.00%	4,500.00		0.000%	\$0.00	\$0.00
4	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00	0.000%	100.00%	5,000.00		0.000%	\$0.00	\$0.00
5	Removal of Sediment	1	LS	\$10,000.00	\$10,000.00	0.000%	100.00%	10,000.00		0.000%	\$0.00	\$0.00
6	Grate Work Area	1	LS	\$4,500.00	\$4,500.00	0.000%	100.00%	4,500.00		0.000%	\$0.00	\$0.00
7	Install 48" HDPE Pipe	616	LF	\$32.48	\$20,000.00	0.000%	616	20,000.00		0.000%	\$0.00	\$0.00
8	Grate Annular voids 22" diam - 4" Hoop	114	CY	\$180	\$20,580.00	0.000%	348.74	60,481.20		0.000%	\$0.00	\$0.00
9	Five Vermont Ave	1000	SF	\$30.00	\$60,000.00	0.000%	100%	67,250.00		0.000%	\$0.00	\$0.00
10	Residue Variance	1	LS	\$2,000.00	\$2,000.00	0.000%	100%	2,000.00		0.000%	\$0.00	\$0.00
Subtotal												
1	Additional Cost Testing	4	LS	\$40.00	\$160.00		100%	200.00		0.000%	\$0.00	\$0.00
Totals												
								\$ 339,731.20			\$0.00	\$0.00

10% Inflation \$ 27,573.12

Payment Total \$ 311,758.08

Handwritten signature

099-078-001-8858

The initial total construction contract with JR Pipelines \$390,810.00

The final total construction cost with JR Pipelines \$379,731.20

All bid items except for item 9 "asphalt paving" are 50-50 split; therefore LA City's share of cost is calculated as follows:

Total Asphalt Paving is 1575 SF at \$30 = \$47,250.00

Asphalt Paving within LA City is 312.5 SF at \$30 = \$9,375.00

Asphalt Paving within Gardena is 1262.5 SF at \$30 = \$37,875.00

LA City Share = $\frac{(\text{Final Construction Cost} - \text{Final Asphalt Paving})}{2} + \$9,375.00$

= $\frac{(\$379,731.20 - \$47,250)}{2} + \$9,375.00 = \underline{\underline{\$ 175,615.60}}$

Gardena Share = $\frac{(\text{Final Construction Cost} - \text{Final Asphalt Paving})}{2} + \$37,875.00$

= $\frac{(\$379,731.20 - \$47,250)}{2} + \$37,875.00 = \underline{\underline{\$ 204, 115.60}}$

EXHIBIT E
Parties Representatives

City of Los Angeles

1. City of Los Angeles
Watershed Protection Division
1149 South Broadway Blvd.
Los Angeles, CA 90015
Mail Stop: 1149-756
Party Representative: Robert Vega
Robert.Vega@lacity.org
Phone No.: (213) 485-3991
Fax: (213) 485-3939

City of Gardena

1. City of Gardena
1717 West 162nd St
Gardena, CA 90247-3778
Party Representative: John Felix
jfelix@ci.gardena.ca.us
Phone No.: (310) 217-9643
Fax: (310) 217-96151

Transmittal 2 -Project Location Map



Transmittal 1

**Memorandum of Agreement with the City of Gardena for cost sharing of the
South Vermont Avenue Culvert Rehabilitation Emergency Project**