



Expo

Exposition Metro Line
Construction Authority

707 Wilshire Boulevard
34th Floor
Los Angeles, CA 90017

213.243.5500
BuildExpo.org

5.c

DATE: MAY 7, 2007

TO: BOARD OF DIRECTORS

**FROM: RICHARD D. THORPE
CHIEF EXECUTIVE OFFICER**

ACTION: APPROVE A LETTER OF AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE EXPOSITION METRO LINE CONSTRUCTION AUTHORITY

RECOMMENDATION

Authorize the Chief Executive Officer (CEO) to execute the attached Letter of Agreement or substantially the same, between the Los Angeles County Flood Control District ("District") and the Exposition Metro Line Construction Authority ("Authority").

SUMMARY

Support of the design and construction of the Expo LRT Project ("Project") by the District is both necessary and essential for completion of the Project in accordance with the Board adopted schedule. The proposed Letter of Agreement describes the roles, responsibilities and obligations of the two parties during the design and construction of the Project.

DISCUSSION

To date, District staff has provided design and construction support services in good faith, without an existing agreement in place between the Authority and the District. Authority representatives have met with District staff and determined that the terms and conditions of the attached Letter of Agreement will address the specific needs of the Project and equitably represents the interests of both parties.

FINANCIAL IMPACT

There is no financial impact by this proposed action; the Letter of Agreement does not obligate the expenditure of funds.

NEXT STEPS

Subject to the Board's approval of this action, the CEO will work with the District's designated representative to complete the execution of the Letter of Agreement.

ATTACHMENT(S)

A. Letter of Agreement



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EXPO-00828
File Code: TP102.4

Mr. Patrick V. DeChellis
Deputy Director
Los Angeles County Department of Public Works
P. O. Box 1460
Alhambra, California 91802-1460

Subject: Letter of Agreement for Los Angeles County Flood Control District
Facility Relocations/Interfaces for the Exposition Light Rail Transit
Project of the Exposition Metro Line Construction Authority

Dear Mr. DeChellis:

By this Letter of Agreement, the parties intend, among other things, to provide for the Los Angeles County Flood Control District ("District") design review and construction inspection services to facilitate the design/build implementation of the Exposition Light Rail Transit Project ("Project"), when interfacing with District facilities, as follows:

The Exposition Metro Line Construction Authority ("Authority") shall identify a person, or holder of a specified position, to act as the Authority's representative that will have the responsibility to coordinate Authority interaction with the District. The Authority, through its design/build contractor ("Contractor"), shall be responsible for preparation of detailed design and construction of all facilities associated with the Project. Designs for proposed facilities which impact or interface with District maintained facilities or right of way, shall be submitted to the District for review and approval prior to construction. The Authority shall issue work orders to the District to perform work described herein.

The District shall identify a person, or holder of a specified position, to act as the District's representative that will have the responsibility to coordinate District interaction with the Authority. The District shall provide engineering review and approvals of preliminary and final designs submitted by the Authority's Contractor. The District review period, from receipt of each submittal to transmittal of comments, shall not exceed twelve (12) District working days (Monday – Thursday), provided submittals are complete. Within four (4) District working days after receipt of a design submittal, the District shall inform the

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Authority if the submittal is not sufficiently complete to review and return the submittal to the Authority, together with an identification of those portions that are not sufficiently complete. The Authority's Contractor shall address all District review comments with each resubmittal.

Where the Authority or the District believes there is a need for enhancements, improvements, or betterments to existing District facilities, which benefit the District, a request and cost estimate shall be submitted in writing to the District. The Authority shall not proceed until the District has reviewed and approved the request. The District shall reimburse the Authority for the negotiated design and construction costs of the agreed upon enhancements, improvements, or betterments.

The Authority's Contractor will submit design drawings and calculations incorporating the District formatting and design requirements to the District for review and approval. The drawings will have the EXPO border; the District will not require their border and will not require any record drawings other than at permit close out. Once the District is satisfied that the design documents meet District standards, the District shall issue a construction permit for specific work within ten (10) District working days. The Authority's Contractor shall adhere to all requirements, conditions, and provisions of the permit. The Authority's Contractor shall notify the District permit office at least 24 hours prior to start of any construction activity and submit the construction schedule. The District shall provide necessary inspection of the Authority's construction that interfaces with District facilities. The District shall maintain all new drainage connections to existing District facilities that collect surface runoff and that meet the District's design and maintenance standards. The track drainage systems in the Los Angeles County Metropolitan Transportation Authority ("Metro") right-of-way shall be maintained by Metro. Maintenance responsibility will be designated on the plans.

All work performed by the District under this Agreement, limited to design review or inspection, shall be through a work order. Each work order shall specify the work to be performed and any materials and equipment to be acquired, the estimated cost for the work authorized, and the estimated starting and finishing dates for the work. Each work order will authorize both direct and indirect costs required for the performance of tasks and/or the purchase of materials and equipment required under the terms of this Agreement. The parties agree that the District has no obligation to perform any of the activities described in this Agreement prior to the issuance of a properly conforming and fully executed work order. Within ten (10) District working days after receipt of a request for services, the District will provide a cost estimate to perform the work. The Authority and

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the District will agree through negotiation on the cost estimate for the work which will form the basis for the work order. Unless the parties agree to perform the work for a fixed price lump sum amount, all work will be performed on a cost reimbursable basis in accordance with Federally-funded contract procedures. The District may request revisions to a work order if the District has reason to believe that the total costs under the work order will exceed the authorized amount. The District is not to exceed the authorized work order amount without the Authority's consent and no payments will be made except pursuant to and within the limits of an executed work order revision. The District will advise the Authority when the approved work order limit reaches 75% so that a work order revision can be negotiated.

The District, its contractors and subcontractors shall establish and maintain an accounting system and records that i) properly accumulate and segregate incurred costs for the Project, and ii) conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. Invoices shall be submitted to the Authority monthly and shall be marked in-progress or final and shall include supporting information sufficient to determine conformance with the above requirements. Invoices will be paid within thirty (30) calendar days following receipt by the Authority.

Any dispute between the parties concerning this Agreement and the interfaces between the Project and District facilities, including betterments, shall be resolved by the Expo Chief Executive Officer, or his designee and the County of Los Angeles Director of Public Works, or his designee.

"DISTRICT"

"AUTHORITY"

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

EXPOSITION METRO LINE
CONSTRUCTION AUTHORITY

By: _____

By: _____

Title:

Richard D. Thorpe

Title: Chief Executive Officer

Date: _____

Date: _____