

AGREEMENT
BETWEEN CITY OF LA VERNE AND CITY OF POMONA
FOR WHITE AVENUE IMPROVEMENTS

THIS AGREEMENT, made and entered into on this _____ day of _____, 2024 by and between the CITY OF LA VERNE, hereinafter referred to as "LA VERNE," and the CITY OF POMONA, a municipal corporation, hereinafter referred to as "POMONA."

RECITALS

WHEREAS, POMONA as the lead agency intends to perform the POMONA STREET IMPROVEMENTS PROJECT and provide project management to rehabilitate the street on White Avenue (the STREET) from the south right of way of Arrow Highway in LA VERNE to the City boundary between LA VERNE and POMONA (PROJECT); and

WHEREAS, LA VERNE and POMONA propose to work together to expedite the street improvements; and

WHEREAS, LA VERNE and POMONA desire to coordinate their efforts to ensure that improvements completed are for the good of both cities; and

WHEREAS, POMONA is willing to perform or cause to perform the project construction, management, construction inspection, preparation of plans and specifications, and contract administration for the Street Improvement Project; and

WHEREAS, the PROJECT will result in slurry seal and restripe the asphalt portion of the STREET; and

WHEREAS, "COST OF IMPROVEMENTS" includes the costs of engineering, survey, construction, project management, construction inspection, plans and specifications, materials testing, construction survey, contingency, construction management, and contract administration \$68,716.01, for the slurry seal and striping portion of the Project; and

WHEREAS, LA VERNE shall pay POMONA an amount of \$68,716.01, which is the sum \$68,716.01 for the slurry and striping work, prior to the start of the work, and

WHEREAS, LA VERNE and POMONA are both willing to pay for their respective shares of the COST OF IMPROVEMENTS as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by LA VERNE and POMONA (in lieu of other valuable consideration) and of the promises herein contained, it is hereby agreed as follows:

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.
2. POMONA AGREES:
 - a. To perform or cause to perform the engineering, survey, construction contract, construction, construction management, construction inspection and construction engineering, materials testing, construction survey, contingency, construction management, and contract administration, for the PROJECT.

- b. To require the construction contractor performing work on the PROJECT to provide both performance and payment bonds, insurance, and permits in accordance with both LA VERNE and POMONA typical requirements and to provide endorsements to add LA VERNE as well as POMONA, and their respective officials, officers, employees and agents as additional insured on all insurance policies obtained for the PROJECT. POMONA shall require the construction contractor to name both LA VERNE and POMONA as co-obligees on the bonds. LA VERNE as well as POMONA shall also, to the extent practical require the construction contractor to defend, indemnify and hold LA VERNE as well as POMONA, and their respective officials, officers, employees, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of the contractor or sub-contractors arising out of or in connection with the PROJECT.
- c. To require the construction contractor performing work on the PROJECT to follow LA VERNE standards, policies, requirements, permits, conditions, and procedures in LA VERNE's jurisdiction.

3. LA VERNE AGREES:

- a. To grant to POMONA any temporary right-of-way or easement, acceptable to and within the jurisdiction/control of LA VERNE, as well as permits (for work in LA VERNE jurisdiction), at no cost to POMONA that may be necessary for the construction of the PROJECT.
- b. To pay to POMONA an amount of \$68,716.01, which is the sum of \$68,716.01 for the slurry and striping work, prior to the start of the work.
- c. To cooperate with POMONA 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 of the PROJECT. Where utilities have been installed in LA VERNE streets or on LA VERNE property, LA VERNE will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of the PROJECT.
- d. To cooperate with POMONA in providing all information that may be in the possession of LA VERNE necessary for design and construction of the PROJECT.

4. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

Contract Change Orders. Construction of the PROJECT may require alteration, deviation, additions to or deletions from the contract plans and specifications. Any such changes to the PROJECT will require the prior, written approval of LA VERNE in advance of performance of the work by Contractor. LA VERNE agrees to timely review and consider and such alterations and shall make a good faith efforts to consider the approval of changes as necessary for POMONA to meet all PROJECT deadlines. The Parties shall cooperate in good faith to apportion the increased costs due to approved contract change orders between them.

- a. This AGREEMENT may be amended or modified only by mutual written consent of LA VERNE and POMONA. Amendments and modifications of a non-material nature may be made by the mutual written consent of the parties' Directors of Public Works, City Engineers or their delegates.
- b. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

POMONA:

Arnold Dichosa
City Engineer
City of Pomona
505 S. Garey Avenue.
Pomona, CA 91766

LA VERNE:

Meg McWade
Director of Public Works
City of La Verne
3660 "D" Street
La Verne, CA 91750

- c. Neither LA VERNE nor any officer or employee of LA VERNE shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of POMONA under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of LA VERNE under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, POMONA shall fully indemnify, defend, and hold LA VERNE 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 POMONA under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of POMONA under this AGREEMENT.
- d. Neither POMONA nor any officer or employee of POMONA shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of LA VERNE under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of LA VERNE under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, LA VERNE shall fully indemnify, defend, and hold POMONA 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 LA VERNE under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of LA VERNE under this AGREEMENT.
- e. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed

upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LA VERNE and the CITY OF POMONA on the date above written.

THE CITY OF POMONA

Anita Gutierrez, City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

THE CITY OF LA VERNE

Ken Domer, City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney