

33

33

CONSTRUCTION

COMMITTEE RECOMMENDATION

The Committee concurred with the staff recommendation to approve Amendment No. 1 to the Utility Cooperative Agreement with Sprint Communications Company L.P. for the Pasadena Blue Line in the not-to-exceed amount of \$400,000.

CC 12

CC 12



July 10, 1995

Los Angeles County
Metropolitan
Transportation
Authority

818 West Seventh Street
Suite 300
Los Angeles, CA 90017

213.972.6000

Mailing Address:

P.O. Box 194
Los Angeles, CA 90053

MEMO TO: CONSTRUCTION COMMITTEE

THROUGH: FRANKLIN E. WHITE

FROM: STANLEY G. PHERNAMBUCQ

A handwritten signature in dark ink, appearing to read 'Stanley G. Phernambucq', written over the printed name.

SUBJECT: PASADENA BLUE LINE
UTILITY COOPERATIVE AGREEMENT, AMENDMENT NO. 1
WITH SPRINT COMMUNICATIONS COMPANY L.P.

RECOMMENDATION

It is recommended that the Los Angeles County Metropolitan Transportation Authority (MTA) Board approve the Utility Cooperative Agreement negotiated with Sprint Communications Company for the Pasadena Blue Line.

This Utility Cooperative Agreement is anticipated not to exceed \$400,000.00 for engineering and construction of replacement facilities in the Midway Yard from the Downey Bridge to the Broadway Bridge and from the Broadway Bridge to Chinatown. Additional future expenditures shall be as determined at a later date and processed to Board for approval.

DBE PARTICIPATION

There is no requirement for DBE participation for this agreement.

ALTERNATIVES CONSIDERED

The Board has the option to open the Utility Cooperative Agreement to renegotiation of all issues in said agreement, which will cause direct delays to project schedules and similar increases to the budget.

IMPACT ON BUDGET AND OBJECTIVES

Funds for this action are available within the MTA Board approved budget.

CONSTRUCTION COMMITTEE
UTILITY COOPERATIVE AGREEMENT, AMENDMENT NO. 1
WITH SPRINT COMMUNICATIONS COMPANY
July 10, 1995
Page 2

BACKGROUND

This Utility Cooperative Agreement specifies: (a) the procedures which the MTA and Sprint Communications Company will follow in identifying planning, designing, and affecting rearrangements of facilities in order for the MTA to construct the Pasadena Blue Line; and (b) the manner in which Sprint Communications Company will be reimbursed for its costs of such activities. The MTA and Sprint Communications Company agree that each will cooperate with the other in all activities covered by the Utility Cooperative Agreement.

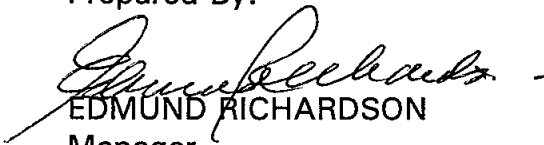
The anticipated expenditure should not exceed \$400,000.00.


The break down is anticipated as follows:

1. Construction of replacement facilities in the midway yard, from the Downey Bridge to the Broadway Bridge.
\$150,000.00
2. Construction of replacement facilities in the cornfield yard, from the Broadway Bridge to Chinatown.
\$200,000.00
3. Engineering
\$ 50,000.00

Work performed by Sprint Communications Company under this Utility Cooperative Agreement shall be per the work orders to be issued by the MTA. This Utility Cooperative Agreement is modeled after our Standard Agreement.

Prepared By:


EDMUND RICHARDSON
Manager
Third Party Coordination


DAVID SIEVERS
Deputy Executive Officer, Project Manager
Pasadena Blue Line

**PASADENA BLUE LINE
UTILITY COOPERATIVE AGREEMENT
AMENDMENT NO. 1**

The Los Angeles County Metropolitan Transportation Authority ("AUTHORITY") OR ("MTA"), and Sprint Communications Company L.P. ("UTILITY") hereby agree that with respect to rearrangement made necessary by the Pasadena-Los Angeles Light Rail Transit System Project ("LRTS"), all the terms and provisions of the Utility Cooperative Agreement dated May 22, 1986, between the parties shall apply, except that:

- All references to the Los Angeles County Transportation Commission (COMMISSION) or (LACTC) shall mean the Los Angeles County Metropolitan Transportation Authority (AUTHORITY) or (MTA).
- All reference to GTE Sprint Communications Corporation (UTILITY) shall mean Sprint Communications Company L.P. (UTILITY).

In the Definition under Section 1.2.9

- The term "Project" or "LRTS" shall be deemed to include, but not be limited to the "LRTS" or "PASADENA BLUE LINE" which is generally defined as that light rail transit system beginning at Union Station to Mt. Washington and Highland Park in Los Angeles, South Pasadena, and Pasadena, approximately 13.6 miles long, that follows the routes shown on Exhibit A, attached hereto, and which AUTHORITY proposes to construct for public transportation purposes.

In the Audit and Inspection under Section 11.7

- Audits generally will be conducted in accordance with the provisions of the Federal Acquisition Regulations (FAR) Part 52.215-2. An audit will include, but not be limited to, the right to visually examine, record (i.e., take pictures of materials or facilities), and photo copy any necessary documents, files, or download computer records, at the agency's/utility's reasonable expense, and retain the photo copied or downloaded documents/data provided that such retained items shall be held in confidence and not disclosed.

The Utility shall keep and request that any of its sub-contractors and/or sub-consultants keeps all detailed accounts, records, bills and receipts relating to payments received, made, expected to be received or expenses incurred, for a period of four (4) years from the date of the completion of the rearrangement.

- Notification under Section 13.2.1 shall be as follows:



Los Angeles County
Metropolitan
Transportation
Authority

818 West Seventh Street
Suite 300
Los Angeles, CA 90017

213.972.6000

Mailing Address:

P.O. Box 194
Los Angeles, CA 90053

July 10, 1995

Mr. James B. Farris
Director, Real Estate Acquisition & Administration
Sprint Communications Company L.P.
903 East 104th Street
Kansas City, MO 64131-4509

Re: Pasadena Blue Line
Utility Cooperative Agreement, Amendment No. 1 with Sprint
Communications Company L.P.

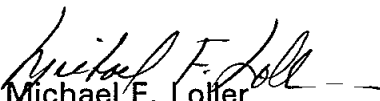
Dear Mr. Farris:

Please note that the new contact person is David Sievers, P.E., instead of
Laurence Weldon.

The following insertion is hereby a part of this agreement.

If you have any questions, please contact me at (213) 244-6403.

Sincerely,


Michael F. Lotter
Third Party Coordinator
Third Party Coordination

**PASADENA BLUE LINE
UTILITY COOPERATIVE AGREEMENT
AMENDMENT NO. 1**

To AUTHORITY:

Los Angeles County Metropolitan
Transportation Authority
Post Office Box 194
Los Angeles, California 90053
Laurence Weldon
Deputy Executive Officer, Project Manager

To UTILITY:

Sprint Communications Company L.P.
903 East 104th Street
Kansas City, MO 64131-4509
Attention: Manager, Network Real Estate

THE FOREGOING IS ACCEPTED AND APPROVED:


"AUTHORITY"

"UTILITY"

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

SPRINT COMMUNICATIONS
COMPANY L.P.

By: _____
FRANKLIN E. WHITE
Chief Executive Officer

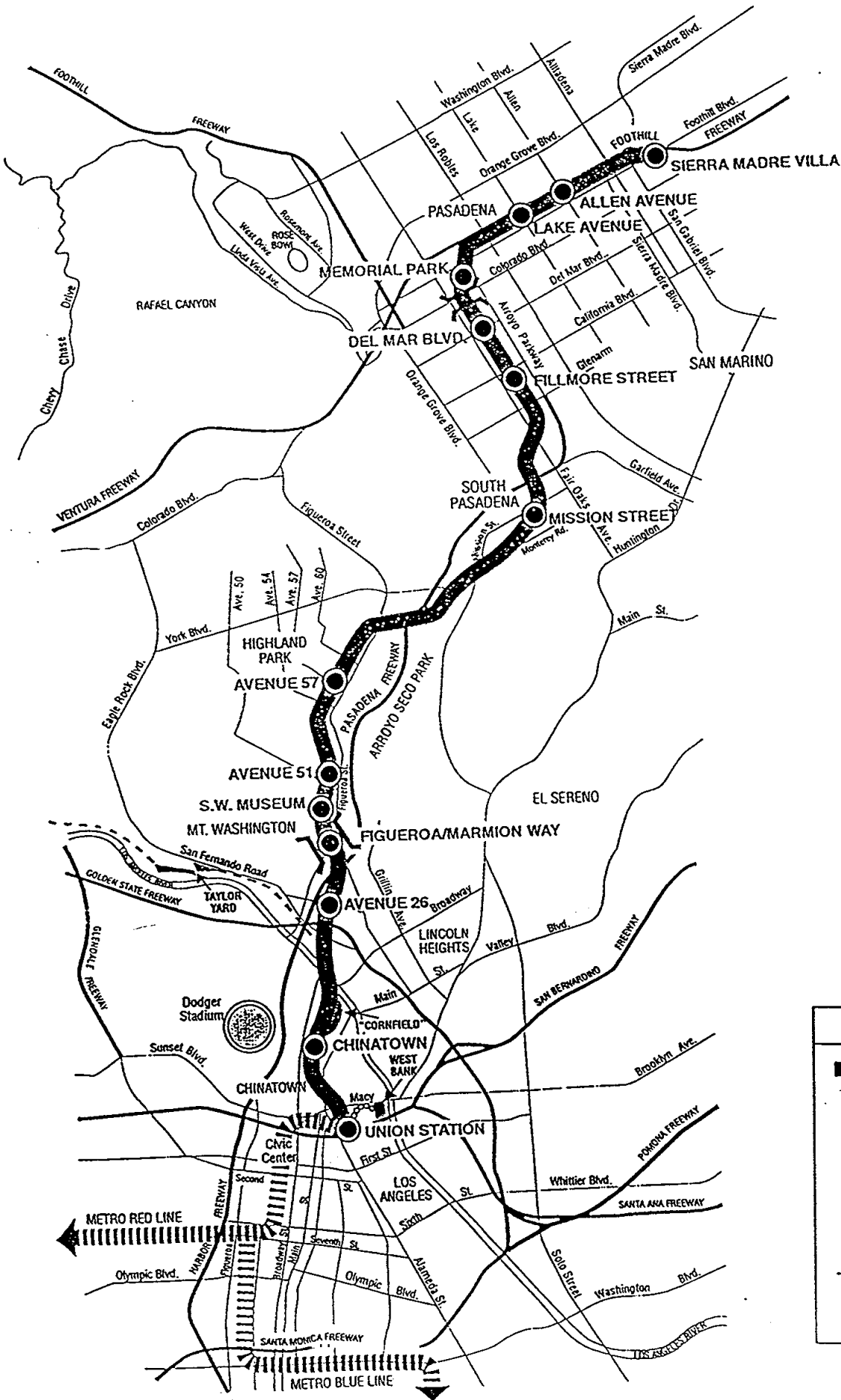
By:  _____
JAMES B. FARRIS
Director,
Real Estate Acquisition
& Administration

APPROVED AS TO FORM:
DeWitt W. Clinton
COUNTY COUNSEL

By: _____
Deputy



PASADENA LIGHT RAIL TRANSIT PROJECT



LEGEND	
	Alignment
	Stations
	Proposed Grade Separations
	Proposed Maintenance Yard Sites
	Glendale Line
	Non-Revenue Connector



APRIL 12, 1995

**INTEROFFICE
MEMO**

MEMO TO: ED RICHARDSON 818/05/03

REF: R05-EX220

FROM: DAVE SIMPSON *DS*

SUBJECT: PASADENA BLUE LINE --- ROLLOVER AGREEMENT
SPRINT COMMUNICATION

Los Angeles County
Metropolitan
Transportation
Authority

18 West Seventh Street
Suite 300
Los Angeles, CA 90017

213.623.1194

REGARDING BUDGET AMOUNTS ASSOCIATED WITH THE ROLLOVER
AGREEMENT GOING TO THE MTA CONSTRUCTION COMMITTEE
MEETING OF JUNE 15, 1995

1. SPRINT COMMUNICATIONS -- DESIGN AND
CONSTRUCTION OF REPLACEMENT COMMUNICATION FACILITIES IN
THE MIDWAY AND CORNFIELD YARDS MADE NECESSARY BY THE
CONSTRUCTION OF THE PASADENA BLUE LINE PROJECT. IT IS
ANTICIPATED THAT THIS WORK WILL BE PERFORMED BY SPRINT
IN COMBINATION WITH OTHER COMMUNICATION FACILITY OWNERS
WHICH CURRENTLY HAVE FACILITIES IN THE AREA. WORK IS
LIMITED TO WITHIN THE CITY OF LOS ANGELES.

THE ANTICIPATED EXPENDITURE SHOULD NOT TO EXCEED
\$ 400,000

cc: RMC/CHRON
L. Weldon, MTA, 818/06/12
R. Ball, MTA, 818/06/12
P. Raycraft, MTA, 818/06/12
S. Pierce, MTA, 818/06/12
E. Richardson, MTA, 818/05/03
S. Cabales, MTA, 818/10/03
L. Carter, MTA, 818/10/01

DS/ R05-EX220
FILE:MEMO097

PASADENA BLUE LINE

SCOPE OF WORK

FOR

SPRINT COMMUNICATIONS

WORK SHALL INCLUDE, BUT NOT LIMITED TO THE DESIGN AND CONSTRUCTION OF REPLACEMENT FACILITIES MADE NECESSARY BY THE CONSTRUCTION OF THE PASADENA BLUE LINE PROJECT.

IT IS ANTICIPATED THAT THIS WORK WILL BE PERFORMED BY SPRINT IN COMBINATION WITH OTHER COMMUNICATION FACILITY OWNERS WHICH CURRENTLY HAVE FACILITIES IN THE AREA. WORK IS LIMITED TO WITHIN

THE ANTICIPATED EXPENDITURE SHOULD NOT EXCEED \$ 400,000

THE BREAK DOWN IS ANTICIPATED AS FOLLOWS:

1. CONSTRUCTION OF REPLACEMENT FACILITIES IN THE MIDWAY YARD, FROM THE DOWNEY BRIDGE TO THE BROADWAY BRIDGE.
\$ 150,000
2. CONSTRUCTION OF REPLACEMENT FACILITIES IN THE CORNFIELD YARD, FROM THE BROADWAY BRIDGE TO CHINATOWN.
\$ 200,000
3. ENGINEERING
\$ 50,000

DS/ R05-EX220
FILE:MEMO097