

# COUNTY OF SAN MATEO

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## Inter-Departmental Correspondence

Date: March 29, 2001

Board Meeting Date: April 10, 2001

**TO:** Honorable Board of Supervisors

**FROM:** Neil R. Cullen, Director of Public Works

**SUBJECT:** Agreement with the Town of Woodside for the Resurfacing of Portola and Whiskey Hill Roads - Woodside Area

### RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an agreement with the Town of Woodside (Town), which provides that the Town will have the County's portion of Portola and Whiskey Hill Roads resurfaced in conjunction with the Town's Resurfacing Project, and that the County will reimburse the Town for the costs incurred on the County's behalf.

### Key Facts

- 1) The portions of Portola Road and Whiskey Hill Road both in the Town and in the County need to be resurfaced to maintain the roads' structural integrity.
- 2) A single resurfacing project that includes both the Town's and the County's portion of these roads is eligible for 47% funding through the State's STIP Grant Program.
- 3) The Town has agreed to be the lead agency for this project.

### Discussion

The Town has prepared the necessary plans and specifications and is anticipating awarding a contract in April with the work to be completed by June. They have requested your Board's consideration of the proposed agreement in order to move forward with this project.

### Fiscal Impact

The estimated cost of resurfacing the County's portions of Whiskey Hill and Portola Roads is \$82,200. The agreement provides that the County will reimburse the Town for the County's net cost of the resurfacing work, estimated not to exceed \$48,000, with the Balance, estimated at \$34,200, reimbursed to the Town by the State of California through their STIP funding program. Any costs in excess of \$48,000 requires the County's written authorization.

Honorable Board of Supervisors

**Subject: Agreement with the Town of Woodside for the Resurfacing of Portola and  
Whiskey Hill Roads - Woodside Area**

March 29, 2001

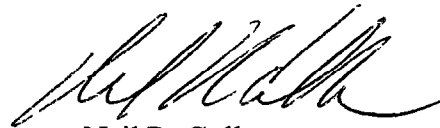
**Board Meeting Date: April 10, 2001**

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The County's costs for the work are proposed to be financed with Road Funds that have been budgeted for the work.

There is no impact to the General Fund.

A form of resolution and agreement has been approved by County Counsel and the agreement has been executed by the Town.



Neil R. Cullen  
Director of Public Works

NRC:JAL:sdd

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f:\users\joel\wpdata\misc\Portola road - agreement with Woodside board report

cc: Milt Mares, County Counsel  
Brian C. Lee, P.E., Division Manager, Programs and Engineering Services  
Bruce E. Kirk, Principal Civil Engineer, Project Development and Design  
Joe Lo Coco, Senior Engineer, Project Development and Design

**Resolution No. \_\_\_\_\_**

**Board of Supervisors, County of San Mateo, State of California**

\* \* \* \* \*

**Resolution Authorizing Execution of an Agreement  
with the Town of Woodside in Conjunction  
with the Resurfacing of Portola and Whiskey Hill Roads in the Woodside Area**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, portions of Portola and Whiskey Hill Roads lie within the corporate limits of the Town of Woodside and within the unincorporated area of the County, and

**WHEREAS**, both Portola and Whiskey Hill Roads require resurfacing in order maintain the roads' structural integrity; and

**WHEREAS**, Town and County agree that a single project to resurface said roads is cost effective for both the Town and the County; and

**WHEREAS**, there has been presented to this Board for its consideration and acceptance an agreement whereby the County and the Town agree to the resurfacing of said roads and the sharing in costs for said resurfacing, and this Board has examined said agreement and desires to enter into same:

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of this Board of Supervisors be, and is hereby, authorized and directed to execute said agreement for and on behalf of the County and the signature of the Clerk of this Board shall attest thereto.

\* \* \* \* \*

AARONSON, DICKERSON, COHN & LANZONE  
A PROFESSIONAL CORPORATION  
939 LAUREL STREET SUITE D  
SAN CARLOS, CALIFORNIA  
TELEPHONE 650 593 3117  
FAX 650 637 1401

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**COST SHARING AGREEMENT FOR  
THE REHABILITATION AND RESURFACING OF PORTOLA ROAD  
BETWEEN SAND HILL ROAD AND FAMILY FARM ROAD  
AND ALONG WHISKEY HILL ROAD TO THE NORTH OF SAND HILL ROAD**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2001  
by and between the TOWN OF WOODSIDE (Woodside) and the COUNTY OF SAN  
MATEO, a political subdivision of the State of California (County)

**WITNESSETH**

WHEREAS, Woodside and the County are desirous to rehabilitate and resurface  
Portola Road between Sand Hill Road and Family Farm Road and along Whiskey Hill  
Road to the north of Sand Hill Road (the Project) and

WHEREAS, Woodside and the County agree that Woodside shall act as lead  
agency in the preparation of plans, specifications, and related documents for the  
Project and

WHEREAS, the Project lies within the corporate limits of the County, and

WHEREAS the area to be reconstructed and resurfaced in accordance with this  
agreement is shown on Exhibit A as the "Project Site", which exhibit is attached to and  
made a part of this Agreement and

WHEREAS, the Project is more particularly described as follows:

The proposed rehabilitation and resurfacing of Portola Road  
and Whiskey Hill Road shall include the furnishing of all  
labor, materials, equipment and services necessary or  
required to perform 4' and 6" asphalt concrete digouts and  
replacement work place 2 asphalt concrete overlay with  
fabric and install traffic stripes and pavement markings

WHEREAS, it is acknowledged that the Project is a portion of a larger project  
being undertaken by Woodside to rehabilitate and repair Portola Road from the  
intersection of Portola Road and Sand Hill Road to the intersection of Portola Road and  
Hayfields Road and Whiskey Hill Road from the intersection of Whiskey Hill Road and  
Woodside road to the intersection of Whiskey Hill Road and Sand Hill Road as set forth  
on Exhibit B (the Total Project)

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NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County consents to the encroachment by Woodside and the contractor it employs to perform the work for the Project on that portion of Portola Road and of Whiskey Hill Road and Sand Hill Road described in Exhibit A for the sole purpose of performing the work of improvement described herein as the Project and only to the extent necessary to perform such work.

2. The County hereby approves the plans and specifications for the Project prepared by Woodside and dated February 27, 2001.

3. Woodside shall award a contract to the lowest responsible bidder for the completion of the Project.

4. (a) Exhibit C hereto sets forth the cost of tasks for the Total Project including that portion of the work to be done under this Agreement in the County as the Project. The estimated total cost of the Project hereunder is \$82,200 00. The County shall be responsible for the sum of \$43,600 00 which is fifty three percent (53%) of the estimated costs as shown in Exhibit C. The final costs of the Project shall be based on the final bid awarded and actual final quantities of work.

(b) In the event the bid to be awarded for the Project does not cause the estimates for units of work to be exceeded by ten percent (10%) or more, Woodside is authorized to award the bid. If said amounts are to exceed ten percent (10%), then the written approval of the County is required.

(c) The County shall pay to Woodside that amount that equals approximately fifty three percent (53%) of the bid amount for the work on the Project, up to a maximum contribution of \$43,600.00. This payment shall be due within thirty (30) calendar days after Woodside has awarded a contract to the lowest responsible bidder.

(d) Any change order which results in Project costs to the County exceeding the Project bid by more than 10%, shall require the County's written approval. Likewise, any change order which results in Project costs to the County in excess of \$48,000.00, shall require the County's written approval.

Change orders which result in increases less than those stated above, can be authorized by Woodside without prior written County approval.

(e) At such time as the work for the Project has been completed and accepted as provided herein, Woodside shall provide the County with a final accounting for the cost of work on the Project and any differential in costs from the

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2 amount paid by the County as the final cost shall either be paid or refunded as the case  
3 may be.

4 5. The County and Woodside agree that upon completion of the Project and  
5 mutual acceptance thereof by the Town Engineer of the Town of Woodside and the  
6 San Mateo County Director of Public Works, ownership and maintenance  
7 responsibilities for the improvements to the portion of Portola Road, Whiskey Hill Road  
8 and Sand Hill Road in the County area shown in Exhibit A shall vest in the County to  
9 the extent said improvements are located within the County limits.

10 6. The County shall indemnify defend, and hold harmless Woodside its  
11 officers, agents and employees from all claims, damages suits or actions of every  
12 name, kind, and description, arising out of or relating to the matters covered by the  
13 agreement to the extent that such claims suits or actions are due to the negligence or  
14 wilful misconduct of the County

15 7. Likewise, Woodside shall indemnify, defend and hold harmless the County,  
16 its officers, agents and employees from all claims, damages suits or actions of every  
17 name, kind, and description, arising out of or relating to the matters covered by this  
18 Agreement to the extent that such claims, suits or actions are due to the negligence or  
19 wilful misconduct of Woodside in failing to perform obligations required of it under this  
20 Agreement

21 The duty to indemnify and hold harmless includes the duties to defend as set  
22 forth in Section 2778 of the California Civil Code

23 8 Woodside shall require the contractor for the Total Project to name the  
24 County, its officers agents and employees as additional insureds on all insurance  
25 documents for the Total Project and to include all work performed on behalf of the  
26 County in the bonds, warranties and guaranties to be furnished by the contractor

9. This Agreement shall be binding upon the respective successors and assigns  
of the parties hereto.

10 This Agreement constitutes the entire agreement of the parties and shall  
only be modified by written agreement signed by both parties

11. Notices under this Agreement shall be delivered or mailed first class  
certified mail to

AARONSON, DICKERSON, COHN & LANZONE  
A PROFESSIONAL CORPORATION  
939 LAUREL STREET SUITE D  
SAN CARLOS, CALIFORNIA  
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Town of Woodside:

Town Engineer  
Town Hall  
2955 Woodside Road  
Woodside, CA 94062

County of San Mateo:

Neil R. Cullen  
Director of Public Works  
County of San Mateo  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063-1665

DATED 8-14-01

TOWN OF WOODSIDE

By *Susan E. Berg*  
Town Manager

DATED: \_\_\_\_\_

COUNTY OF SAN MATEO

By \_\_\_\_\_  
Michael D Nevin, President  
San Mateo County Board of  
Supervisors