

# COUNTY OF SAN MATEO

38

## Inter-Departmental Correspondence

**Date:** July 10, 2001

**Board Meeting Date:** July 31, 2001

**TO:** Honorable Board of Supervisors

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

**SUBJECT:** Harbor Industrial Area Road Improvement Project, Federal Aid Project Number STPL-5935 (023) 04-SM-0-SMCo (County Projects No. R4D01 & R6R01, F-36 [21])  
- Belmont /San Carlos Area

### RECOMMENDATION

Adopt resolutions:

1. authorizing the President of the Board to execute Program Supplement Agreement No. 007-M to Administering Agency-State Agreement No. 04-5935 which provides for the partial cost reimbursement for the Resurfacing of Harbor Boulevard and Old County Road.
- 2.a. authorizing the President of the Board to execute an agreement with the City of Belmont that will reimburse the County for project management, construction management, and construction costs associated with the reconstruction of the City's portion of O'Neill Avenue in conjunction with the Harbor Industrial Area Road Improvement Project (Project); and
- b. declaring a portion of O'Neill Avenue within the corporate limits of the City of Belmont a County Highway for the purpose of reconstructing O'Neill Avenue (4/5ths vote required).
3. awarding and authorizing execution of a contract for the Harbor Industrial Area Road Improvements Project.

### Previous Board Action

1. Entered into Agency-State Master Agreement No. 04-5935 on July 9, 1998, which enumerates general conditions pertaining to County Road Projects utilizing federal funds.

Honorable Board of Supervisors

**Subject: Harbor Industrial Area Road Improvement Project, Federal Project Number STPL-5935 (023) 04-SM-0-SMCO (County Projects No. R4D01 & R6R01, F-36 [21]) - Belmont /San Carlos Area**

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2. Adopted Resolution No. 64512 on June 5, 2001, approving Plans and Specifications, determined prevailing wage scales and calling for sealed proposals for the above-mentioned project.
3. Authorized the Director of Public Works to enter into Cost Reimbursement Agreements with utility companies and special districts for work to be done in conjunction with County Road Projects.

### **Key Facts**

1. The California Department of Transportation (Caltrans) administers federal grants on behalf of the Federal Highway Administration (FHWA).
2. A Program Supplement Agreement is required in order for the County to receive federal funds made available through the FHWA to finance a portion of the proposed resurfacing project.
3. Project plans incorporate the reconstruction of City of Belmont's portion of O'Neill Avenue into our construction contract and the proposed agreement provides for the reimbursement of costs that we will incur on the City's behalf in doing the reconstruction and associated utility work.

### **Discussion**

Old County Road from south of O'Neill Avenue to south of Harbor Boulevard and Harbor Boulevard from Old County Road and to Bayshore Freeway in the Belmont/San Carlos Area needs to be repaired and we applied and qualified for federal funding to repair and resurface these portions of the roads.

On Tuesday, July 3, 2001, bids were accepted for this project and subsequently referred to this office for checking and recommendation. The bids have been checked and the bid of:

**Interstate Grading & Paving, Inc.  
128 So. Maple Avenue  
South San Francisco, CA 94080**

at \$797,293 was the lowest bid received.

Honorable Board of Supervisors

**Subject: Harbor Industrial Area Road Improvement Project, Federal Project Number STPL-5935 (023) 04-SM-0-SMCO (County Projects No. R4D01 & R6R01, F-36 [21]) - Belmont /San Carlos Area**

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The Engineer's estimate was \$1,054,415. A summary of the bids received is as follows:

	<u>Bidder</u>	<u>Amount</u>
1.	<b>Interstate Grading &amp; Paving, Inc.</b>	<b>\$797,293.00</b>
2.	O.C. Jones & Sons, Inc.	\$844,355.00
3.	G. Bortolotto & Co., Inc.	\$846,293.93
4.	O'Grady Paving, Inc.	\$853,517.40
5.	McGuire & Hester	\$862,449.20
6.	C.F. Archibald Paving, Inc.	\$890,295.20
7.	Granite Rock Company, dba Pavex Construction Division	\$894,747.00
8.	Norman B. Houge, Inc.	\$948,471.30

We have reviewed the contract documents and have determined that the Affirmative Action Program submitted by **Interstate Grading & Paving, Inc.** is in accordance with the County's current Affirmative Action Guidelines.

### Fiscal Impact

The total estimated construction cost for this project is **\$877,000** which includes a ten percent (10%) contingency, as the work is bid on a unit price basis (i.e., per linear foot of Concrete Curb & Gutter, Traffic Striping, per Cubic Yard of Aggregate Base, per Ton of Asphalt Concrete, etc.). The contingency is used to pay the Contractor for any additional units of items used, as the actual units will depend on the unit weight of the material or the tolerances associated with the placement of material and other unknown or unforeseen work that may be required. The project will be initially financed with Road Funds that have been appropriated for this work. The Road Fund will be reimbursed in the amount of \$434,000 if your Board authorizes execution of the Program Supplement Agreement which is a condition of receiving federal funding. Funding for the project will be financed as follows:

▶	Federal Surface Transportation Program (STP) Fund	\$ 434,000.00
▶	Harbor Industrial Sewer Maintenance District	\$ 7,400.00
▶	Mid-Peninsula Water District	\$ 5,600.00
▶	City of Belmont (Reconstruction of City's Portion of O'Neill Avenue)	\$ 31,700.00
▶	Road Funds and AB2928 Transportation Funds	<u>\$ 318,593.00</u>
	<b>TOTAL</b>	<b>\$ 797,293.00</b>

Honorable Board of Supervisors

**Subject:** Harbor Industrial Area Road Improvement Project, Federal Project Number  
STPL-5935 (023) 04-SM-0-SMCO (County Projects No. R4D01 & R6R01,  
F-36 [21]) - Belmont /San Carlos Area

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There is no impact to the General Fund.

Forms of resolutions and agreements have been approved by County Counsel and the City of Belmont and Utilities have executed the agreements. The Director of Public Works will execute the agreement with the utility type districts as authorized by your Board if the project goes forward.



Neil R. Cullen  
Director of Public Works

NRC:BCL:BEK:AMS:MC:sdd

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**File No.: F-36 (21)**

cc: Interstate Grading & Paving, Inc.  
128 So. Maple Avenue  
South San Francisco, CA 94080  
Harbor Industrial Association  
P.O. Box 32, Belmont, CA 94002  
Milt Mares, County Counsel  
Duncan Jones, Assistant City Engineer, City of Belmont  
1070 Sixth Avenue, Suite #306, Belmont, CA 94002-3867  
Rick Bisio, Engineering Technician, Mid-Peninsula Water District  
3 Dairy Lane, Belmont, CA 94002  
Walt Callahan, Flood Control and Utility Services Manager

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

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

\* \* \* \* \*

**Resolution Authorizing Execution of Program Supplement Agreement No. 007-M  
to Administering Agency-State Agreement No. 04-5935  
for Funding of the Resurfacing of Harbor Boulevard and Old County Road in the  
Belmont/San Carlos Area  
Federal Aid Project Number STPL-5935 (023) 04-SM-0-SMCO  
(County Projects No. R4D01 & R6R01, F-36 [21])**

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

**WHEREAS**, federal funding is available from the Federal Highways Administration to reimburse the County for a portion of project costs for the Resurfacing of Harbor Boulevard and Old County Road (Project); and

**WHEREAS**, federal funding of said program is administered by the California Department of Transportation; and

**WHEREAS**, a Supplemental Agreement is required in order to receive said federal funding for said Project; and

**WHEREAS**, there has been presented to this Board a form of Supplemental Agreement and this Board has reviewed and considered same.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of the Board of Supervisors be, and is hereby, authorized and directed to execute two (2) copies of said Program Supplement to the Agreement with the California Department of Transportation for and on behalf of the County of San Mateo and the signature of the Clerk of the Board shall attest thereto.

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PROGRAM SUPPLEMENT NO. M007  
 to  
 ADMINISTERING AGENCY-STATE AGREEMENT  
 FOR FEDERAL-AID PROJECTS NO. 04-5935

Date: June 20, 2001  
 Location: 04-SM-0-CR  
 Project Number: STPL-5935(023)  
 E.A. Number: 04-923632

This Program Supplement is hereby incorporated into the Agency-State Agreement for Federal Aid which was entered into between the Agency and the State on 07/09/98 and is subject to all the terms and conditions thereof. This Program Supplement is adopted in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Agency on (See copy attached).

The Agency further stipulates that as a condition to payment of funds obligated to this project, it accepts and will comply with the covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

Harbor Blvd. - from Old County Rd. to Bayshore Freeway; Old County Rd. - from south of O'Neill Avenue to south of Harbour Blvd.

**TYPE OF WORK:** Asphalt Concrete Overlay

**LENGTH:** 0 (MI)

**PROJECT CLASSIFICATION OR PHASE(S) OF WORK**

Preliminary Engineering                       Right-Of-Way                       Construction  
 Construction Engineering

Estimated Cost	Federal Funds		Matching Funds		OTHER
	Q23	Q24	LOCAL		
\$1,195,610.00	\$50,462.00	\$383,538.00	\$761,610.00	\$0.00	

SAN MATEO COUNTY

STATE OF CALIFORNIA  
 Department of Transportation

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Chief, Office of Local Program  
 Project Implementation

Attest \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer *[Signature]* Date 6.22.01 \$434,000

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
52	2000	2660-101-890	2000-2001	20.30.010.810	C	262040	892-F	434,000.00

STPL-5935(023)

## SPECIAL COVENANTS OR REMARKS

1. All maintenance, involving the physical condition and the operation of the improvements, referred to in Article III MAINTENANCE of the aforementioned Master Agreement will be the responsibility of the ADMINISTERING AGENCY and shall be performed at regular intervals or as required for efficient operation of the completed improvements.
2. The ADMINISTERING AGENCY will reimburse the State for their share of costs for work requested to be performed by the State.
3. The ADMINISTERING AGENCY agrees that payment of Federal funds will be limited to the amounts approved by the Federal Highway Administration (FHWA) in the Federal-Aid Project Authorization/Agreement or Amendment/Modification (E-76) and accepts any increases in ADMINISTERING AGENCY funds as shown on the Finance or Bid letter or its modification as prepared by the Division of Local Assistance, Office of Project Implementation.
4. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current Local Assistance Procedures Manual.
5. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after the award. Failure to do so will cause delay in processing the invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.
6. The ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act and OMB A-133, if it receives \$300,000 or more in federal funds in a single fiscal year. The federal funds received under this project are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning and Research. OMB A-133 superceded OMB A-128 in 1996. Reference to OMB A-128 in Master Agreement (if any) is superceded by this covenant.



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

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

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**Resolution Authorizing Execution of an Agreement with the City of Belmont to Reimburse the County for Project Management, Construction Management, and Construction Costs Associated with the Reconstruction of the City's Portion of O'Neill Avenue, Declaring O'Neill Avenue within the Corporate Limits of Belmont a County Highway for the Purpose of Construction, and for the Adjusting of Sanitary Sewer Manholes to Grade in Conjunction with the Harbor Industrial Area Road Improvement Project Federal Aid Project Number STPL-5935 (023) 04-SM-0-SMCO (County Projects No. R4D01 & R6R01, F-36 [21])**

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

**WHEREAS**, the County of San Mateo is proposing to reconstruct O'Neill Avenue between Elmer Street and Granada Street in the Harbor Industrial Area; and

**WHEREAS**, the City of Belmont is desirous of having a portion of O'Neill Avenue, between Elmer Street and Granada Street within the City area, reconstructed in conjunction with the County's reconstruction project; and

**WHEREAS**, the County proposes to administer the combined City-County reconstruction project at the request of the City of Belmont; and

**WHEREAS**, there has been presented to this Board a form of agreement which provides for the reconstruction of O'Neill Avenue between Elmer Street and Granada Street in the Harbor Industrial Area and payment; and

**WHEREAS**, Section 1701 et. seq. of the Streets and Highways Code provides that the governing body of a city may consent by Resolution to the establishment of all or a portion of a highway within the city as a county highway; and

**WHEREAS**, the City of Belmont on July 24, 2001, at their regular City Council meeting, executed the cost sharing agreement and consented to the establishment of said portion of O'Neill Avenue as above described as a County Highway of the County of San Mateo; and

**WHEREAS**, Section 1700 et seq. of the Streets and Highways Code provides that a board of supervisors of a county may, by a resolution adopted by a four-fifths vote of its members, declare any highway in the county lying in whole or in part within a city to be a county highway for one or more of the following purposes: construction, maintenance, improvement, or repair; and

**WHEREAS**, it is necessary and desirable that a portion of O'Neill Avenue between Elmer Street and Granada Street, as shown in Exhibit "A", and situated within the territory of the City of Belmont be declared and established as County Highways of the County for the purpose of construction; and

**WHEREAS**, City-owned sanitary sewer manholes require adjusting to the new grade of the resurfaced road; and

**WHEREAS**, City has requested that the County provide for the adjustment of City sanitary sewer manholes in the County's contract.

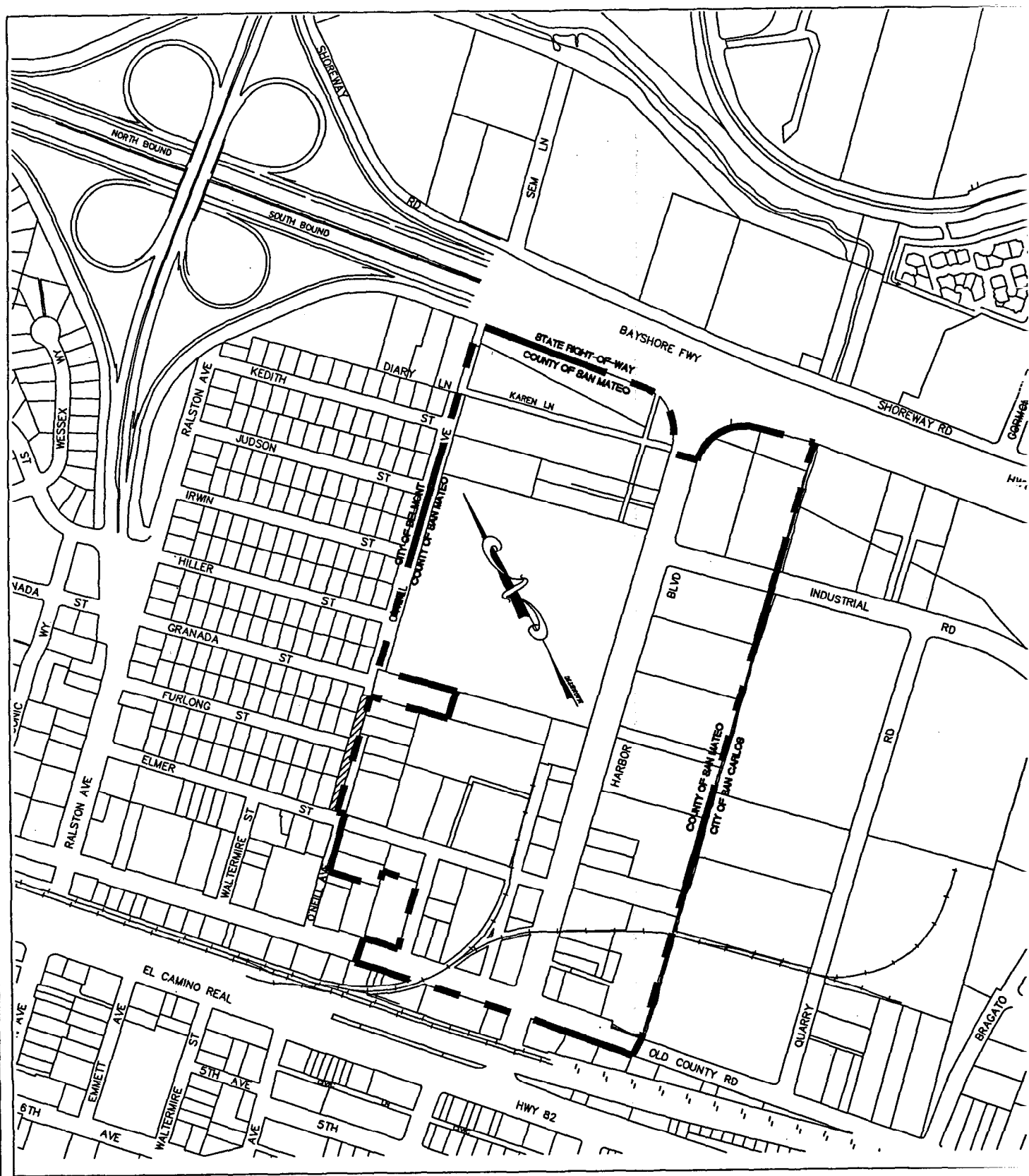
**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** as follows:


1. That the President of this Board of Supervisors shall be, and is hereby, authorized and directed to execute said agreement on behalf of the County of San Mateo and the signature of the Clerk of this Board shall attest thereto.

2. That this Board of Supervisors shall, and does hereby, by 4/5ths vote of its members, declare a portion of O'Neill Avenue, as shown in Exhibit "A", and situated within the territory of the City of Belmont to be County Highways of the County of San Mateo for the purpose of construction.

3. That the Clerk of the Board of Supervisors be, and is hereby, authorized and directed to send a certified copy of this resolution and the executed duplicate original of the agreement to the City Clerk of the City of Belmont.

\* \* \* \* \*



 INDICATES AREA TO BE DECLARED COUNTY HIGHWAY



DESIGNED BY: MC  
 CHECKED BY: AMS  
 DRAWN BY: MC

HARBOR INDUSTRIAL AREA  
 ROAD IMPROVEMENTS PROJECT  
**EXHIBIT A - LOCATION MAP**

SCALE: NONE  
 DATE: 03/06/2  
 FILE NO: S/40

NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS  
 SAN MATEO COUNTY

555 COUNTY CENTER, 5TH FLOOR  
 REDWOOD CITY, CALIFORNIA 94063-1665

**AGREEMENT**

**COST SHARING AGREEMENT FOR  
THE RECONSTRUCTION OF O'NEILL AVENUE  
BETWEEN ELMER STREET AND GRANADA STREET  
AND FOR ADJUSTING SANITARY SEWER MANHOLES TO GRADE  
ON O'NEILL AVENUE BETWEEN ELMER STREET AND GRANADA STREET AND  
ON OLD COUNTY ROAD BETWEEN O'NEILL AVENUE AND  
HARBOR BOULEVARD IN THE BELMONT AREA**

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**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2001, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called ("County"), and the CITY OF BELMONT, a municipal corporation of the State of California, hereinafter called ("City").

**W I T N E S S E T H :**

**WHEREAS**, the City and the County are desirous to reconstruct O'Neill Avenue, between Elmer Street and Granada Street; and

**WHEREAS**, the City and County agree that the County shall act as lead agency in the preparation of plans, specifications, and related documents for the reconstruction of O'Neill Avenue, between Elmer Street and Granada Street and the resurfacing of Old County Road within the County Limits; and

**WHEREAS**, the reconstruction of O'Neill Avenue lies within both the corporate limits of the City of Belmont and the unincorporated area of the County of San Mateo; and

**WHEREAS**, the area to be reconstructed and the area to be resurfaced in accordance with this agreement are shown on Exhibit "A", which exhibit is attached to and made a part of this agreement; and

**WHEREAS**, the proposed reconstruction of O'Neill Avenue shall include, but not be limited to mobilization, maintaining traffic, adjust sanitary sewer manhole to grade, adjust water valve box to grade, develop and apply water, roadway excavation, finishing roadway, aggregate base (class 2), asphalt concrete (class B), place asphalt concrete (miscellaneous areas, driveway conforms), class 3 concrete, installation of traffic stripes, pavement markings, pavement markers and traffic signs, sawcutting of asphalt concrete pavement and Portland cement concrete, and other items of work associated with the roadway reconstruction work; and

**WHEREAS**, the proposed resurfacing of Old County Road shall include, but not be limited to: planing, placement of reinforcing fabric, placement of asphalt concrete and raising of utilities to grade, and other items of work associated with road resurfacing work; and

**WHEREAS**, City-owned sanitary sewer manholes require adjusting to the new grade of the resurfacing road; and

**WHEREAS**, City has requested that the County provide for the adjustment of City Sanitary Sewer Manholes in the County's contract; and

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. The City consents to the temporary designation of said portion of O'Neill Avenue described in "Exhibit A" as a County Highway of the County of San Mateo for the sole purpose of performing the work of improvement described herein, and only to the extent necessary to perform such work of improvement as described under Section 1701 of the Street and Highway Code of the State of California.

2. The County will include in its contract for the above described project, provisions for the above stated roadway reconstruction work for said portion of O'Neill Avenue within the corporate limits of the City.

3. The County will award a contract to the lowest responsible bidder for the completion of the construction project including the work described above for the roadway reconstruction and resurfacing work.

4. The County agrees to notify the City of the successful bidder to whom the construction contract is awarded.

5. The City agrees to reimburse the County, on demand, the total cost incurred by the County for work on City facilities, estimated to be **\$41,300** for said preparation of the plans and specifications, performance of work described above, and other items of work associated with the roadway reconstruction and resurfacing, including project administration, surveying, construction management and construction contingencies. But in no case will the City's share of the said work performed by the County or its contractor on the City's behalf including project administration, surveying, construction management and construction contingencies exceed the sum of **\$45,500** without the approval of the City. Any contract change

orders on the City's portion of the construction work will be subject to the written approval by the City. It is understood that the total sum to be reimbursed to the County by the City shall be determined from the actual costs incurred by the County to reconstruct said City portion of O'Neill Avenue and adjust the City's sanitary sewer manholes to grade in conjunction with the roadway resurfacing project.

6. The City shall have the option to exclude or modify (by deletion or addition) the City's portion of work specified herein from the County's contract should the total estimated cost, including incidental and overhead expenses, exceed the "not to exceed" amount stipulated in this agreement.

7. If the City elects to exercise said option to exclude said work on its facilities from the County's contract, the City shall notify the County in writing, within ten (10) working days from the County's notification of the lowest responsible bidder to whom the Contract will be recommended for award, and said work shall be performed by City forces or their designated contractor in a manner that shall not cause time delay and/or financial hardship to the County or the County's contractor. Should the City fail to complete all work on its facilities as stipulated by the County, the County shall cause said work to be completed and all costs incurred by the County to be reimbursed by the City.

8. If the City elects to exercise said option to modify said work on its facilities from the County's contract, the City shall notify the County in writing, within ten (10) working days from the County's notification of the lowest responsible bidder to whom the Contract will be recommended for award.



9. Any acquisition of real property or rights of entry shall be the sole responsibility of the City on its side of the street.

10. The City and County agree that upon completion, elimination, or abandonment of the work specified under this agreement and acceptance thereof by City, ownership and maintenance responsibilities for the existing roadway and the improvements installed and constructed hereto under this agreement shall vest in the City to the extent said improvements are located within City limits, and said portion of O'Neill Avenue shall once again become a City street.

11. It is also understood and the City agrees that upon completion of the work specified under this agreement, City shall have all ownership and maintenance responsibilities over the sanitary sewer lines, manholes, and all other sanitary sewer facilities within the project limits.

12. The County shall only accept the work accomplished within the limits of the City after receiving written approval from the City. City disapproval of County work shall only be for non-conformance with the County adopted project plans and specifications for the reconstruction of O'Neill Avenue and resurfacing of Old County Road. Said approval or disapproval, if any, by the City shall be provided so as not to cause the County to sustain any claims for delays from the Contractor.

13. The City shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from all claims, damages, suits or actions of every name, kind, and description, arising out of or relating to the matters covered by the agreement to the extent

that such claims, suits or actions are due to the negligence or willful misconduct of the City or the City's failure to perform obligations required of the City under this agreement.

Likewise, the County shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from all claims, damages, suits or actions of every name, kind, and description, arising out of or relating to the matters covered by this agreement to the extent that such claims, suits or actions are due to the negligence or willful misconduct of the County or the County's failure to perform obligations required of the County under this agreement.

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

The County shall require the Contractor to name the City, its officers, agents, and employees and the County as additional insureds on all insurance documents for this project and to include all work performed on behalf of the City in the bonds, warranties and guaranties to be furnished by the Contractor.

The benefits arising under this Section 13 shall include the respective directors, officers, employees and agents of the parties hereto.

**14.** This agreement shall be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,  
have affixed their hands on the day and year first above written.

"County"

COUNTY OF SAN MATEO

BY

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

ATTEST:

\_\_\_\_\_  
County Manager / Clerk of the  
Board of Supervisors

"City"

CITY OF BELMONT

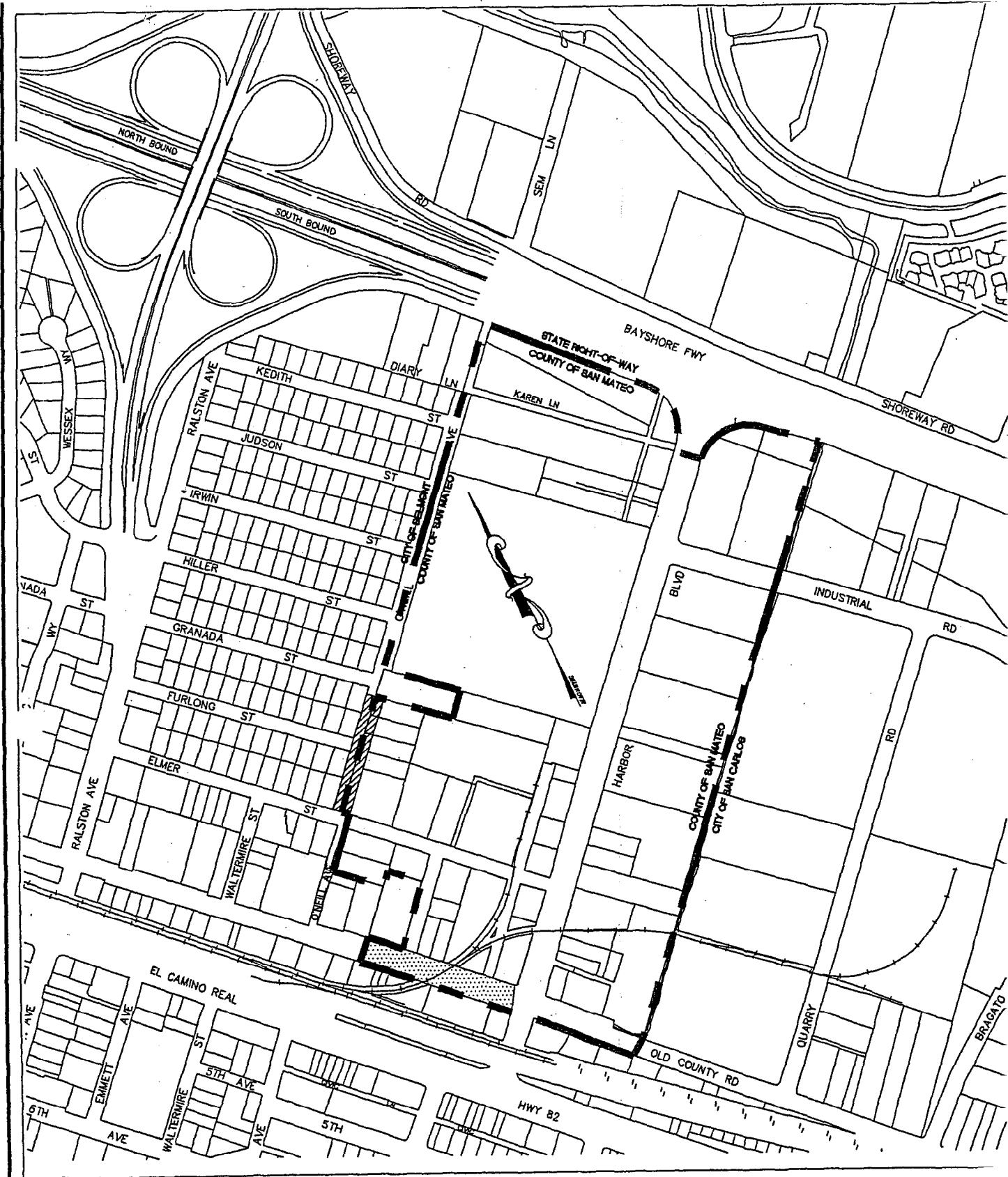
BY

\_\_\_\_\_  
City Manager, City of Belmont

\_\_\_\_\_  
City Attorney, City of Belmont

ATTEST:

\_\_\_\_\_  
City Clerk



INDICATES AREAS TO  
BE RESURFACED



INDICATES AREAS TO  
BE RECONSTRUCTED



DESIGNED BY: MC  
CHECKED BY: AMS  
DRAWN BY: MC

HARBOR INDUSTRIAL AREA  
ROAD IMPROVEMENTS PROJECT  
**EXHIBIT A - LOCATION MAP**

SCALE: NONE  
DATE: 03/06  
FILE NO: S/

NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS  
SAN MATEO COUNTY

555 COUNTY CENTER, 5TH FLOOR  
REDWOOD CITY, CALIFORNIA 94063-1665

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

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

\* \* \* \* \*

**Resolution Awarding and Authorizing Execution of a Contract for the  
Harbor Industrial Area Road Improvement Project  
Federal Aid Project Number STPL-5935 (023) 04-SM-0-SMCO  
(County Projects No. R4D01 & R6R01, F-36 [21])**

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

**WHEREAS**, this Board of Supervisors did, on June 5, 2001, adopt Resolution No. 64512, which Resolution adopted the Plans and approved the Specifications, determined the prevailing wage scales and called for sealed proposals for the Harbor Industrial Area Road Improvement Project in the Belmont/San Carlos area; and

**WHEREAS**, the Clerk of this Board of Supervisors did, in public on July 3, 2001, open and examine all sealed proposals that were received in the specified time for the doing of the work referred to in said Resolution No. 64512; and

**WHEREAS**, this Board of Supervisors has caused an analysis of said sealed proposals to be made by the Director of Public Works of the County of San Mateo, and has, in open session, fully reviewed and considered said sealed proposals and the analysis thereof; and

**WHEREAS**, the lowest responsible bid was submitted by **Interstate Grading & Paving, Inc.** in the amount of **Seven Hundred Ninety-Seven Thousand Two Hundred Ninety-Three and No/100 Dollars (\$797,293.00)** based on an estimate of the amount of work to be done.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** as follows:

1. That it is in the best interest of the County of San Mateo to award the contract for the Harbor Industrial Area Road Improvement Project to:

**Interstate Grading & Paving, Inc.  
128 So. Maple Avenue  
South San Francisco, CA 94080**

2. That the County of San Mateo shall enter into a written contract with **Interstate Grading & Paving, Inc.** for the doing of said work as required by the Plans and Specifications therefor adopted and approved by this Board of Supervisors, as hereinbefore mentioned, said Plans and Specifications being on file in the office of the Director of Public Works of the County of San Mateo.

3. That the President of this Board of Supervisors shall be, and is hereby, authorized and directed, for and on behalf of the County of San Mateo, to enter into said written contract with **Interstate Grading & Paving, Inc.** for doing of said work, as hereinbefore mentioned and to receive and approve the Faithful Performance Surety Bond and the Labor and Material Surety Bond required to be posted by the said Contractor with the County of San Mateo in connection therewith.

4. That all payments to the Contractor be in accordance with the Plans, Specifications, and other contract documents, based on the Director of Public Works' written estimates of work actually done.

5. That, Paragraph 4 above notwithstanding, aggregate payments to Contractor shall not exceed the sum of **Eight Hundred Seventy-Seven Thousand and No/100 Dollars (\$877,000.00)** without this Board's prior approval.

6. That the Clerk of the Board of Supervisors, County of San Mateo, is hereby authorized and directed to attest the signature of the President of this Board of Supervisors to said written contract.

\* \* \* \* \*