

## **A G R E E M E N T**

### **CONSTRUCTION, OPERATION, AND MAINTENANCE AGREEMENT FOR THE IN-PAVEMENT LIGHTED CROSSWALK WARNING SYSTEM ON BAY ROAD AT TENTH AVENUE IN THE REDWOOD CITY AREA**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the CITY OF REDWOOD CITY, a municipal corporation of the State of California, hereinafter called ("City"), and the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called ("County").

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

WHEREAS, the City desires to construct an In-pavement Lighted Crosswalk Warning System (ILCWS) on Bay Road, at Tenth Avenue; and

WHEREAS, the City agrees to be solely responsible for the preparation of plans, specifications, and related documents for the construction of the ILCWS; and

WHEREAS, the construction of the ILCWS lies within both the corporate limits of the City of Redwood City and the unincorporated area of the County of San Mateo; and

WHEREAS, the location of the ILCWS to be constructed in accordance with this agreement is shown on Exhibit "A", which exhibit is attached to and made a part of this agreement; and

WHEREAS, the proposed construction of the ILCWS shall include, but not be limited to mobilization, maintaining traffic, installing in-pavement LED light fixtures, push button activation devices, warning signs, pull boxes, service pedestal, control unit, conduits, and circuits within both the corporate limits of the City of Redwood City and the unincorporated area of the County of San Mateo; and

WHEREAS, the County agrees to allow the City to construct said system, a portion of which lies within the unincorporated area of the County of San Mateo; and

WHEREAS, the City agrees to be solely responsible for the construction of said system, including all associated costs; and

WHEREAS, upon completion of the construction of said system, the City agrees to be solely responsible for the operation and maintenance of the system, including all associated costs.

NOW; THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County consents to the construction of the ILCWS on Bay Road at Tenth Avenue by the City of Redwood City.

2. The City will be solely responsible for the construction of said system, including all associated costs.

3. The City and County agree that upon completion of the work specified under this agreement and acceptance thereof by City, ownership and maintenance responsibilities for the improvements installed and constructed hereto under this agreement shall vest in the City.

4. 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. The County will cooperate with the City in the response to any claims, suits or actions that arise 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 City shall require the Contractor to name the County, its officers, agents, and employees and the City as additional insureds on all insurance documents for this project.

5. 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 \_\_\_\_\_  
President, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

"City"

CITY OF REDWOOD CITY

BY \_\_\_\_\_  
City Manager, City of Redwood City

ATTEST:

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