

AGREEMENT

**COST SHARING AGREEMENT FOR
THE RECONSTRUCTION OF ALTA VISTA DRIVE
BETWEEN ALIDA WAY AND THE SOUTH SAN FRANCISCO CITY LIMITS
AND FOR RELOCATING AND ADJUSTING SANITARY SEWER FACILITIES TO
GRADE ON ALTA VISTA DRIVE BETWEEN ALIDA WAY AND THE SOUTH SAN
FRANCISCO CITY LIMITS IN THE SOUTH SAN FRANCISCO AREA**

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

WITNESSETH:

WHEREAS, the City and the County are desirous to reconstruct Alta Vista Drive, between Alida Way and the South San Francisco City Limits; and

WHEREAS, the City and County agree that the County shall act as lead agency in the preparation of plans, specifications, construction administration, construction inspection, and related documents for the reconstruction of Alta Vista Drive, between Alida Way and the South San Francisco City Limits; and

WHEREAS, the portion of Alta Vista Drive being reconstructed lies within the corporate limits of the City of South San Francisco and the unincorporated area of the County of San Mateo; and

WHEREAS, the area to be reconstructed 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 reconstruction of Alta Vista Drive shall include, but not be limited to mobilization, maintaining traffic, adjust sanitary sewer manhole to grade, relocating sanitary sewer cleanout, remove and reset roadside signs and markers, develop and apply water, roadway excavation, finishing roadway, aggregate base (class 2), cement treatment, asphalt concrete (class B), place asphalt concrete (miscellaneous areas, driveway conforms), class 2 concrete (miscellaneous construction), class 3 concrete, miscellaneous drainage facilities, miscellaneous iron and steel, installation of traffic stripes, pavement markings and legends, pavement markers and traffic signs, asphaltic emulsion, sawcutting of asphalt concrete pavement and Portland cement concrete, water pollution control, sand cover, and other items of work associated with the roadway reconstruction work;

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

WHEREAS, City-owned sanitary sewer cleanout require relocation to avoid conflict with the proposed valley gutter; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City grants the necessary permission to the County to do work within the City limits as herein described.

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 Alta Vista Drive 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 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, preparation of the plans and specifications, project administration, construction management, Contract Change Orders and any other incidental expenses incurred by the County; provided that said incidental expenses and overhead shall not exceed ten percent (10%) of the construction contract and Change Order costs for said work. The estimated cost for said work is \$55,000.00. 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 Alta Vista Drive, adjust the City's sanitary sewer manholes to grade, and relocate the City's sanitary sewer cleanout in conjunction with the roadway reconstruction 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 \$55,000.00.

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

9. 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.

10. 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, cleanouts, and all other sanitary sewer facilities within the project limits.

11. 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 Alta Vista Drive. 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.

12. 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 12 shall include the respective directors, officers, employees and agents of the parties hereto.

13. 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

Jerry Hill, President
Board of Supervisors
County of San Mateo

ATTEST:

County Manager/Clerk of the
Board of Supervisors

"City"

CITY OF SOUTH SAN FRANCISCO

BY

City Manager
City of South San Francisco

ATTEST:

City Clerk