

**AGREEMENT**

**COST SHARING AGREEMENT FOR  
THE RESURFACING OF FLYNN AVENUE AND MIDDLEFIELD ROAD  
BETWEEN CHARTER STREET AND MACARTHUR AVENUE  
AND FOR ADJUSTING WATER VALVE BOXES TO GRADE  
IN CONJUNCTION WITH THE COUNTY'S RESURFACING PROJECT IN THE  
NORTH FAIR OAKS AREA OF REDWOOD CITY  
PROJECT NO. R8P00 [F-36(305B)]**

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**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 REDWOOD CITY, a municipal  
corporation of the State of California, hereinafter called "City".

**WITNESSETH:**

**WHEREAS**, the City and the County are desirous to resurface Flynn Avenue and  
Middlefield Road between Charter Street and MacArthur Avenue; 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 resurfacing of Flynn Avenue and Middlefield Road between Charter  
Street and MacArthur Avenue; and

**WHEREAS**, Flynn Avenue lies within the corporate limits of the City of Redwood City;  
and

**WHEREAS**, the portion of Middlefield Road being resurfaced 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 area to be resurfaced 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 resurfacing of Flynn Avenue and Middlefield Road shall include, but not be limited to: mobilization, maintaining traffic, planing, placement of reinforcing fabric, placement of asphalt concrete, installation of traffic stripes, pavement markings, pavement markers, raising of utilities to grade, and other items of work associated with road resurfacing work; and

**WHEREAS**, City-owned water valve boxes require adjusting to the new grade of the resurfaced roads; and

**WHEREAS**, City has requested that the County provide for the adjustment of City water valve boxes 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, street resurfacing work for Flynn Avenue and said portions of Middlefield Road within the corporate limits of the City.
3. The County will include in its Contract for the above-described project,

contract items for raising water valve boxes to grade. The work shall be completed by the County's Contractor.

4. The County will award a contract to the lowest responsible bidder for the complete resurfacing project including the work described above for the roadway resurfacing work.

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

6. The City agrees to reimburse County, on demand, the total cost incurred by the County for work on City facilities, preparation of 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 \$103,000.00. 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 resurface Flynn Avenue and said City portions of Middlefield Road and adjust the City's water valve boxes to grade in conjunction with the roadway resurfacing project.

7. County shall furnish primary construction inspection services for all phases of the project work. The Director of Public Works or his appointed representative shall be solely responsible for all phases of construction and inspection functions and liaison with the Project Contractor. In this regard, all communications and directions of the City to the County's Contractor shall be directed through the County representative. City representatives shall have

access to the work on the City facilities at all times, and without restriction, for the purposes of inspection of such facilities. The County and City representatives shall cooperate and confer to facilitate the performance of inspection duties incident to expeditious completion and acceptance of City's facilities.

8. The City shall have the option to exclude the City's portion of work specified herein from the County's contract should the total estimated cost, including incidental and overhead expenses, exceed \$113,300.00.

9. If the City elects to exercise said option to exclude the proposed roadway resurfacing within the City limits, 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. If the City exercises their option to exclude said work, the County shall perform only the proposed work, which is within the County limits and will provide acceptable conforms between the City and County limits.

10. If the City elects to exercise said option to delete said work on its water distribution facilities included in 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. If the City exercises their option to eliminate this work the County shall cause said facilities to be referenced in the field prior to resurfacing such that said water valves may be adjusted by the City to the new grade of the resurfaced road once the County has completed the resurfacing project.

11. Any acquisition of real property or rights of entry shall be the sole responsibility of the City on its portions of the streets.

12. The City and County agree that upon completion, elimination, or

abandonment of the work specified under this Agreement and acceptance thereof by City and County, ownership and maintenance responsibilities for the existing roadways and the improvements installed and constructed hereto under this Agreement shall continue to vest in the City to the extent said improvements are located within the City limits.

13. It is also understood and the City agrees that upon completion of the work specified under this Agreement, City shall continue to have all ownership and maintenance responsibilities over the water lines, valve boxes, and all other water distribution facilities within the project limits.

14. The City and County agree that upon completion of the City's work specified under this Agreement and acceptance thereof by County and City, the total cost incurred by County for administration and construction of City's facilities, as described herein, shall be determined, and billed to City. Payment from City shall be due within thirty (30) days of the invoice date.

15. 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 resurfacing of Flynn Avenue and Middlefield 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.

16. 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 this 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 and the County, their officers, agents, and employees 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 Contractor.

The benefits arising under this Section 16 shall apply to the respective directors, officers, employees and agents of the parties hereto.

17. 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

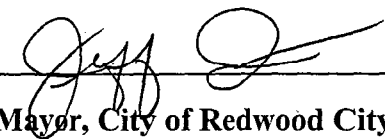
ATTEST:

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

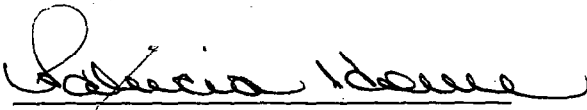
“City”

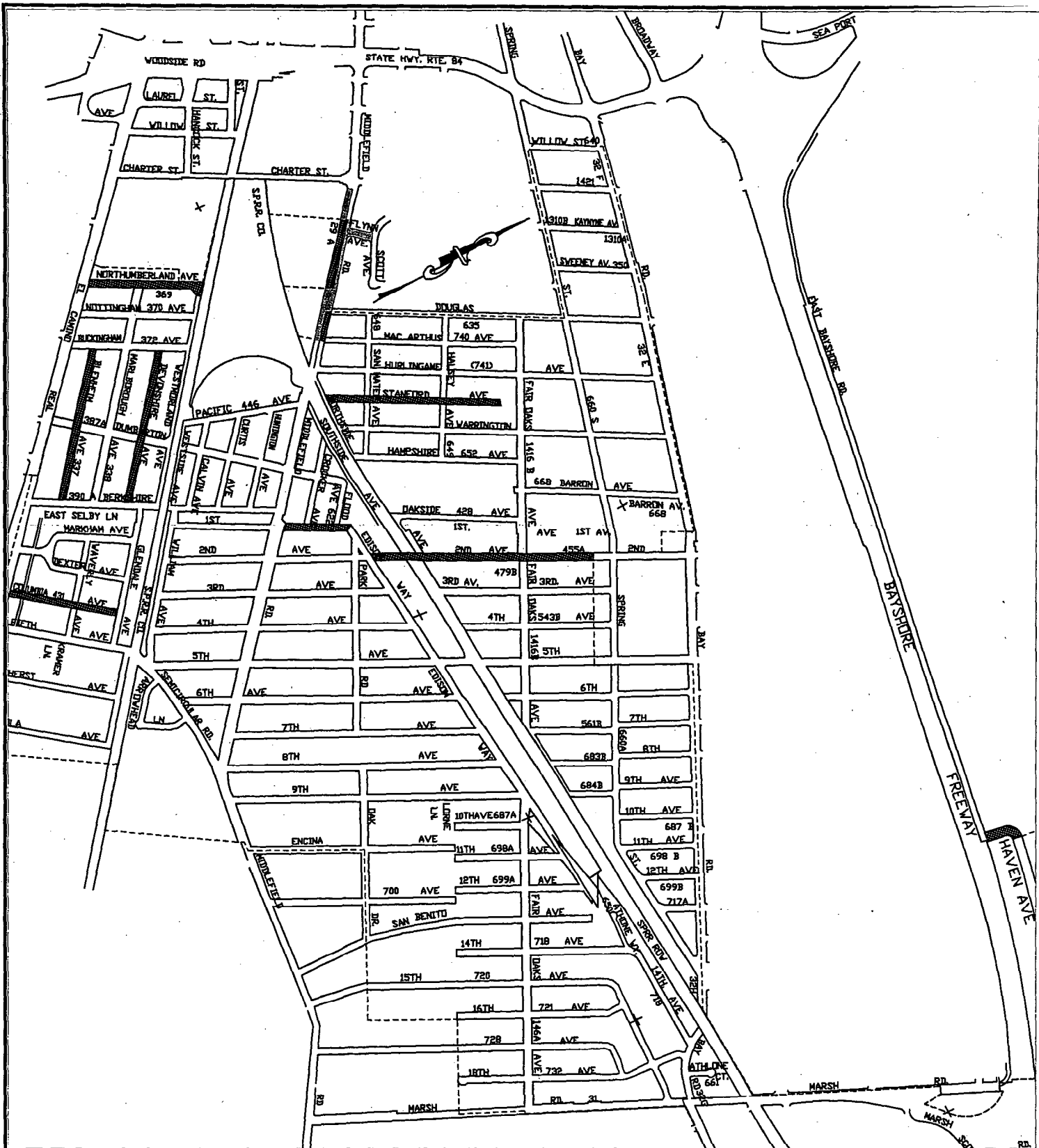
CITY OF REDWOOD CITY

BY \_\_\_\_\_

*WCC*   
Mayor, City of Redwood City

ATTEST:

  
\_\_\_\_\_  
Clerk, City Council



**LEGEND:**

--- CITY/COUNTY BOUNDARY

▨ STREETS TO BE RESURFACED

▨ INDICATES AREA TO BE RESURFACED WITHIN THE CITY OF REDWOOD CITY



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

RESURFACING OF VARIOUS STREETS IN BELLE HAVEN,  
 DUMBARTON, NORTH FAIR OAKS, AND LADERA AREAS

**EXHIBIT A**

SCALE: NONE  
 DATE: 05/20/2002  
 FILE NO: 1/4650

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

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