

AGREEMENT BETWEEN COUNTY OF SAN MATEO AND THE FRIENDS OF HUDDART AND WUNDERLICH PARKS

This Agreement, dated for reference purposes only, this _____ day of _____, 2002, is made by and between SAN MATEO COUNTY ("COUNTY") and the FRIENDS of Huddart and Wunderlich Parks ("FRIENDS").

RECITALS

WHEREAS, FRIENDS have offered to donate funding and services to contract for 1) pre-construction Services to assess restoration feasibility of the Wunderlich Park Folger Estate Stable; 2) the application of rolled roofing to the east end of the Folger Estate Stable; and 3) minor upgrades to space in another Wunderlich Park structure commonly known as the Carriage House for office and storage use by County staff and the FRIENDS;

WHEREAS, COUNTY by terms of this agreement will allow the FRIENDS to fund and contract for this restoration assessment and roofing application of the Wunderlich Park Folger Estate Stable, and for upgrades to space for office and storage use in the Wunderlich Park Carriage House; and

WHEREAS, Folger Estate Stable restoration assessment work will provide valuable information for use in the County Parks and Recreation Division Master Planning process for Huddart and Wunderlich Parks expected to be commenced sometime between Winter 2002 and Winter 2003; and

WHEREAS, the application of rolled roofing to the east end of the Folger Estate Stable will protect that structure from further deterioration due to the existing poor condition of that portion of the roof and which roofing can be removed without damage to the underlying structure should future restoration work ensue; and

WHEREAS, the use and upgrading of space in the Carriage House for office and storage use is mutually beneficial for both parties in that the FRIENDS are and have been critical in the support of educational programs at Huddart and Wunderlich Parks through the development and

management of volunteer efforts and provision of financial support and through the upgrades additional space in the building becomes available to County Parks' staff for their use.

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Donation of Pre-Construction and Other Construction Services

FRIENDS shall directly contract with W. L. Butler Construction, Inc. for pre-construction services for restoration assessment of Wunderlich Park Folger Estate Stable; with either W. L. Butler Construction, Inc. or Michael Fellman Siding and Roofing for application of the rolled roofing to the Folger Estate Stable; and with a Contractor for upgrades to space in the Wunderlich Park Carriage House for office and storage use by County staff and the FRIENDS for as long as such use is determined by the County to be beneficial to the County Parks' system. FRIENDS acknowledge that their donation of funds and work services as described herein does not result in any manner of property rights' for the FRIENDS to County property.

2. Budget and Scope of Work

FRIENDS will contract directly with all Contractors and pay all costs associated with work estimated at \$128,780 at this time. Cost breakdowns and scope of work are shown in Exhibit A, which is attached. Under no circumstances will the County be fiscally responsible for any of the work proposed by the FRIENDS herein or any subsequent costs that arise from the performance of these projects by the FRIENDS' Contractors.

3. Parks Operations and Oversight

FRIENDS will insure that any and all Contractors used by them for the services specified herein coordinate with the Huddart and Wunderlich Parks' Supervisor, or her designee, by giving advance notice of when, and what, work will commence and cooperating to adjust said work to accommodate Parks' operations and the needs of the public it serves. The COUNTY has the right to stop work, if work is impairing the Parks' operations or causing damage to the Parks' and Parks' users property.

All work will have pre-approval by Parks' Supervisor, or her designee, to insure that all work to be performed benefits the Parks and Parks' users.

4. Construction in Compliance with Applicable Regulations and Standards

FRIENDS are responsible to contract with W. L. Butler Construction, Inc. and any other Contractors as required by the scope of the work, and shall require that the Contractors perform their services as herein stated, in compliance with, and according to, all applicable federal and state laws and regulations, including environmental review, and County planning and building ordinances and requirements. Failure on the part of any of the Contractors used by the FRIENDS to comply with applicable regulations and standards shall require remedy at the FRIENDS' expense.

FRIENDS' Contractors for work proposed herein shall obtain any necessary permits, licenses or environmental approval for pre-construction and construction services prior to commencement of work.

5. Insurance

FRIENDS shall not have any work commenced by their Contractors until all insurance required under this section has been obtained by the Contractors and such insurance has been approved by the COUNTY's Risk Manager. FRIENDS shall furnish the COUNTY's Risk Manager with Certificates of Insurance from their Contractors evidencing the required coverage and there shall be a specific endorsement extending the coverage to include the COUNTY as additional insured under the policy required by this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given in writing to COUNTY's Risk Manager of any pending change in the limits of liability, cancellation or modifications of the policy.

FRIENDS' shall require that the Contractors they hire for the work proposed herein shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect the FRIENDS and the Contractors while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this agreement, whether such operations be by FRIENDS or their Contractors or any subcontractor or by anyone directly or indirectly employed by them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be in an amount less than \$1,000,000 (one million dollars) comprehensive general liability insurance. COUNTY and its officers, agents, and employees shall be named as additional insured on any such policies of insurance, which shall

also contain a provision that the insurance afforded thereby to the COUNTY, its officers, agents, and employees under this provision shall be primary insurance to the full limits of liability of the policy and that, if the COUNTY or its officers and employees have other insurance against the loss covered by such policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the Risk Manager for COUNTY may immediately declare a material breach of this agreement and/or suspend all further work pursuant to this agreement.

6. Workers' Compensation Insurance

The FRIENDS shall require that the Contractors they hire for the work proposed herein shall have in effect, during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, FRIENDS shall require Contractors to certify their awareness of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of any work proposed under this Agreement as set forth in California Labor Code Section 1861.

7. Non-discrimination

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. FRIENDS shall require full compliance from their Contractors for the work proposed herein with federal, state and local laws, directives and executive orders regarding non-discrimination.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the FRIENDS to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) liquidated damages of

\$2,500 per violation; iii) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

FRIENDS shall require that Contractors hired by them for work on County property under this Agreement provide insurance of equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees. The personnel policies of the FRIENDS and any Contractors hired by them for the work outlined herein shall be made available to COUNTY upon request.

8. Equal Benefits

With respect to the provision of employee benefits, FRIENDS shall require of the Contractors hired for the work proposed under this Agreement compliance with the COUNTY ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

9. Indemnification

FRIENDS shall, and require their Contractors for the work proposed herein to, indemnify, defend and save harmless the COUNTY, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including FRIENDS' or its Contractors, or damage to property of any kind whatsoever and the whomsoever belonging, including but not limited to, that caused by the concurrent active or passive negligence of the COUNTY, officers, agents, or employees and servants, resulting from the performance of any work as required by this agreement of or use or occupation of the property by the FRIENDS' or its Contractors, provided that this shall not apply to injuries or damage for which COUNTY has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the FRIENDS and its Contractors to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

The provisions of this Section B.1 shall survive termination or expiration of this Agreement.

10. Term and Termination

This agreement shall become effective upon execution by the parties and continue in

effect until accomplishment of pre-construction services and finalized construction work of the work proposed herein or until September 30, 2003, whichever first occurs. Either party may terminate this Agreement with thirty days written notice to the other party.

11. Entire Agreement

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing executed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the days and year set forth below.

COUNTY OF SAN MATEO

By: _____
Title: _____

Date: _____

FRIENDS OF HUDDART AND WUNDERLICH PARKS

By: Sumner K. Long
Title: President

Date: Sept. 18, 2002

8. **Plumbing** **N/A at Pre-Con**

Pre-Construction Services Agreement
Folger Stables Restoration
July 12, 2002
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9. **HVAC** **N/A at Pre-Con**

10. **Electrical** **N/A at Pre-Con**

Total **\$ 111,000**

11. **Reimbursable items:**

Reimbursable & consumable costs:

- Plan replication
- Bid & budget package for subcontractors
- Subcontractor / Consultant reimbursement
- Postage, shipping, courier

12. **Fee:**

Overhead and profit mark-up of 5% for pre-construction services

13. **Invoicing:**

Invoices will be submitted once per month and will be due 15 days following submission.

Sincerely,

William L. Butler
CEO

Michael Fellman Siding and Roofing

CONT. LIC. NO. 520820
108 BISMARCK ST,
DALY CITY, CA 94014
(650) 755-1600
FAX (650) 755-2700

Exhibit A-Page

Date 7/7/02 Phone 361 1270

Customer WL BUTLER

Location of Job FOLGER STABLE WOODSIDE

Type of Building BARN FACILITY

AGREEMENT

Customer does hereby order the following-described work to be performed by Company upon the building designated above:

INSTALL MINERAL SURFACED ROLLED
ROOFING OVER EXISTING ROOFING
EXCEPT WHERE RECENTLY ROOFED
WITH COMPOSITION SHINGLES, ROUND
CAP NAILS TO BE USED AT ALL
AREAS.

\$ 7500.00

* NO GUARANTEE ON THIS TYPE OF
APPLICATION

Total contract price: \$ _____ Terms: NET ON COMPLETION

Company guarantees against defects in workmanship and material; all complete roof jobs for a period of TWO years from date of completion. This guaranty shall extend to the roof only, and shall not be applicable to other parts of the building, such as siding, interior fixtures, decorations, or contents. There is expressly excluded from said guaranty any and all damage resulting from extreme winds, lightning, hail storms, earthquakes, fire, or other unusual or extraordinary causes. In the event of Customer's default in making payment hereunder, Company's guarantee, as herein stated, shall immediately and automatically terminate.

CUSTOMER DOES AGREE AS FOLLOWS: (a) To Pay interest at the legal rate upon the unpaid balance if he should default, in which event the entire balance shall immediately become due and payable; (b) to pay, in the event that suit is brought for collection, all court costs and a reasonable amount for attorney's fees.

This contract shall become effective only upon approval by Company; and shall be deemed to have been made and entered into at its office.

CUSTOMER: _____

Printed Name WL BUTLER
(COMPANY'S REPRESENTATIVE TO
PRINT CUSTOMER'S NAME)

By _____
(AUTHORIZED AGENT)

Company's Agent: Michael Fellman

Address: _____

INSURED FOR PUBLIC LIABILITY AND PROPERTY DAMAGE, WORKMAN'S COMPENSATION.

LICENSE 520820 - Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the register of the board whose address is: Contractors' State License Board, 1020 N Street, SACRAMENTO, CA. 95814.

**W.L. Butler Construction, Inc. Estimate
Temporary Rolled Roofing Project
Folgers Stables
Woodside, California**

| July 12, 2002 Cost Breakdown | |
|---|-----------------------|
| | TOTAL COST |
| Supervision | \$1,000.00 |
| Roofing | \$7,500.00 |
| Overhead & Profit | \$ 500.00 |
| TOTAL | \$ 9,000.00 |

Clarifications:

The roofing contractor offers no guarantee on this type of application.



CR Consulting, Inc.

July 12, 2002

Susan Lang
FAX: 363-1329

RE: Labor and Materials Estimates for Wunderlich Carriage House

ITEMS

| | |
|---|-------|
| Rehang Doors | \$340 |
| Crawl Space Door | 200 |
| Replace Two Stair Treads and Add Handrail | 600 |
| Rehang and Weatherstrip Upstairs Windows | 240 |
| Skylight Shaft Repair *see option for new skylights | 300 |
| Exterior Powerwash | 960 |
| Three Telephone and FAX Locations with Terminal Box | 900 |
| Add 6 Electric Outlets | 900 |
| Add 4 Fluorescent Lights | 1,000 |

SUBTOTAL \$5,440

Painting - All surfaces cleaned, primed with two finish coats
Interior Upstairs and Bathroom (Doesn't Include Downstairs
or Exterior)

\$4,840

Heat System - Undetermined -----

TOTAL (Not Including Heat) \$10,280

*option to install two new skylights \$1860

If you have any questions with this estimate, I can be reached at
(650) 722-2112.

Thank-you,

680 Kings Mountain Road, Woodside, CA (650) 851-2419

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: W.L. Butler Construction, Inc.
Contact Person: David A. Nevens, Jr.
Address: 204 Franklin Street
Redwood City, CA 94063
Phone Number: 650-361-1270
Fax Number: 650-369-7385

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 16th day of September, 2001 at RWC
CA (City)

(State)

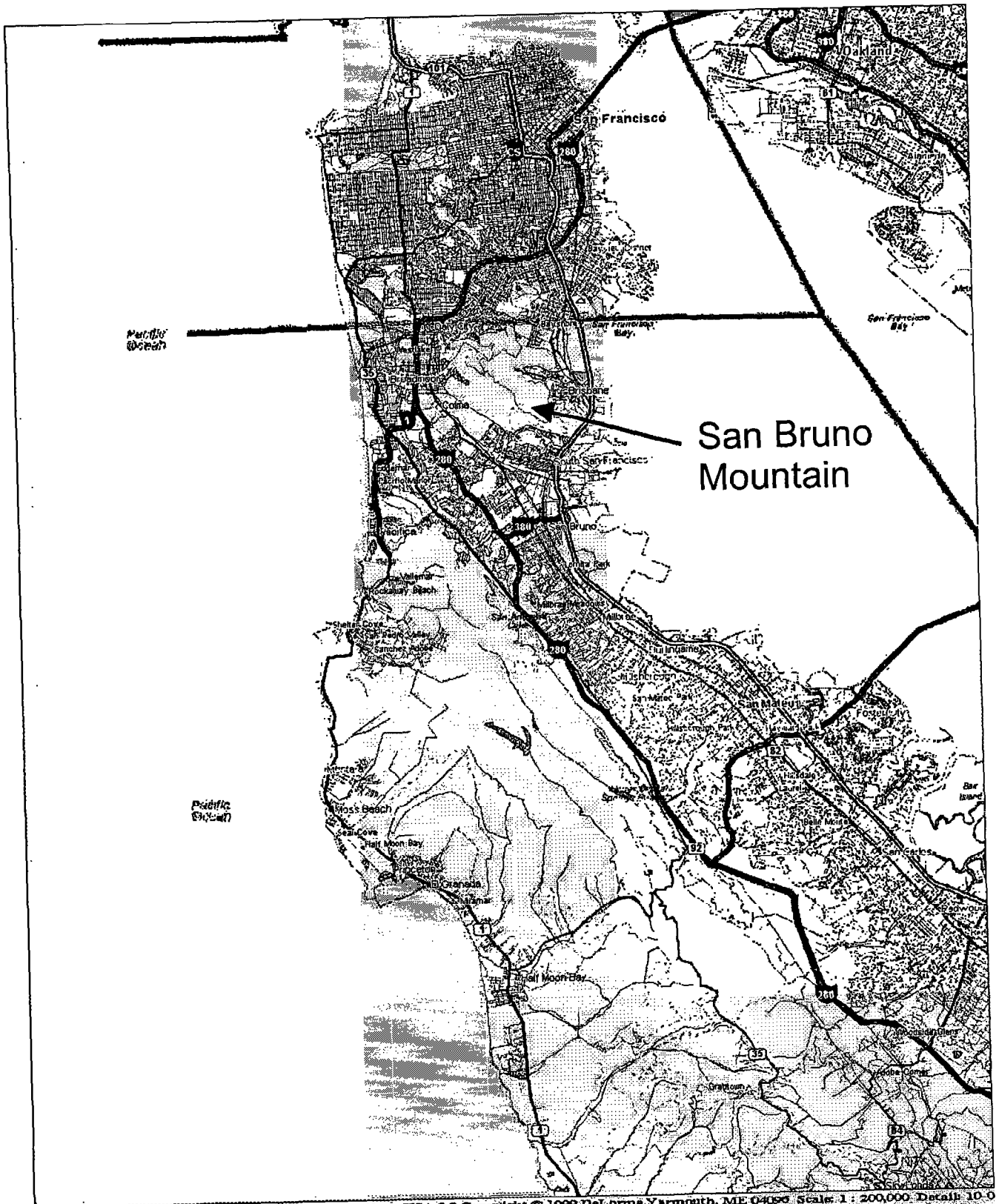
[Signature]
Signature

David A. Nevens, Jr.
Name (Please Print)

Vice President
Title

94-3192655
Contractor Tax Identification Number

Figure 1



2mi