

AGREEMENT

**COST SHARING AGREEMENT FOR
THE RESURFACING OF SUMMIT DRIVE, TIPTOE LANE,
AND TIARA COURT
AND FOR ADJUSTING WATER VALVE/METER BOXES
AND SANITARY SEWERS TO GRADE
IN CONJUNCTION WITH THE COUNTY'S RESURFACING PROJECT IN THE
BURLINGAME HILLS AREA OF TOWN OF HILLSBOROUGH
PROJECT NO. R9B00 [F36 (218A)]**

THIS AGREEMENT, made and entered into this _____ day of _____, 2003,
by and between the COUNTY OF SAN MATEO, a political subdivision of the State of
California, hereinafter called "County", and the Town of Hillsborough, a municipal corporation
of the State of California, hereinafter called "Town".

WITNESSETH:

WHEREAS, the Town and the County are desirous to resurface various roads in the
Burlingame Hills Area, including the resurfacing of Tiptoe Lane, Summit Drive, and Tiara Court;
and

WHEREAS, the Town 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 Summit Drive between the County marker south of
Burlingview Drive and Tiptoe Lane; Tiptoe Lane between Live Oak Lane to Summit Drive; and
Tiara Court; and;

contract items for raising sixteen (16) water valve boxes, three (3) water meter boxes and five (5) sanitary sewer manholes 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 Town of the successful bidder to whom the construction contract is awarded.

6. The Town agrees to reimburse County, on demand, the total cost incurred by the County for work on Town 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 Contract Change Order costs for said work. The estimated cost for said work is **\$91,000**. Any contract change orders on the Town's portion of the construction work will be subject to the written approval by the Town. It is understood that the total sum to be reimbursed to the County by the Town shall be determined from the actual costs incurred by the County to resurface said Town portions of Tiptoe Lane, and Summit Drive and adjust the Town's sixteen (16) water valve boxes, three (3) water meter boxes and five (5) sanitary sewer manholes 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 Town to the

and all other water and sanitary sewer distribution facilities within the project limits.

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

13. The County shall only accept the work accomplished within the limits of the Town after receiving written approval from the Town. Town disapproval of County work shall only be for non-conformance with the County adopted project plans and specifications for the resurfacing of Tiptoe Lane, Summit Drive, and Tiara Court in the Burlingame Hills Area. Said approval or disapproval, if any, by the Town shall be provided so as not to cause the County to sustain any claims for delays from the Contractor.

14. Town 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 Town or the Town's failure to perform obligations required of the Town under this Agreement.

Likewise, the County shall indemnify, defend, and hold harmless the Town, 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.

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 _____

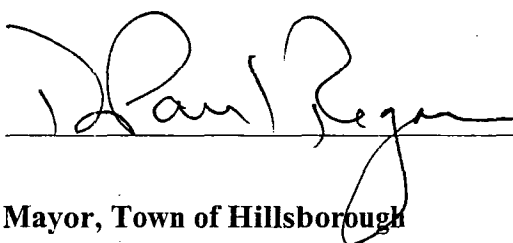
President
Board of Supervisors, County of San Mateo

ATTEST:

County Manager / Clerk of the
Board of Supervisors

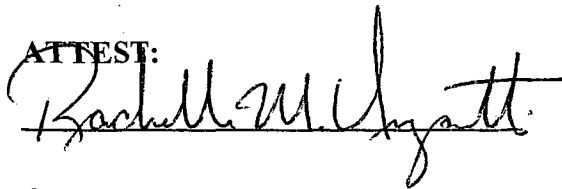
“Town”

TOWN OF HILLSBOROUGH

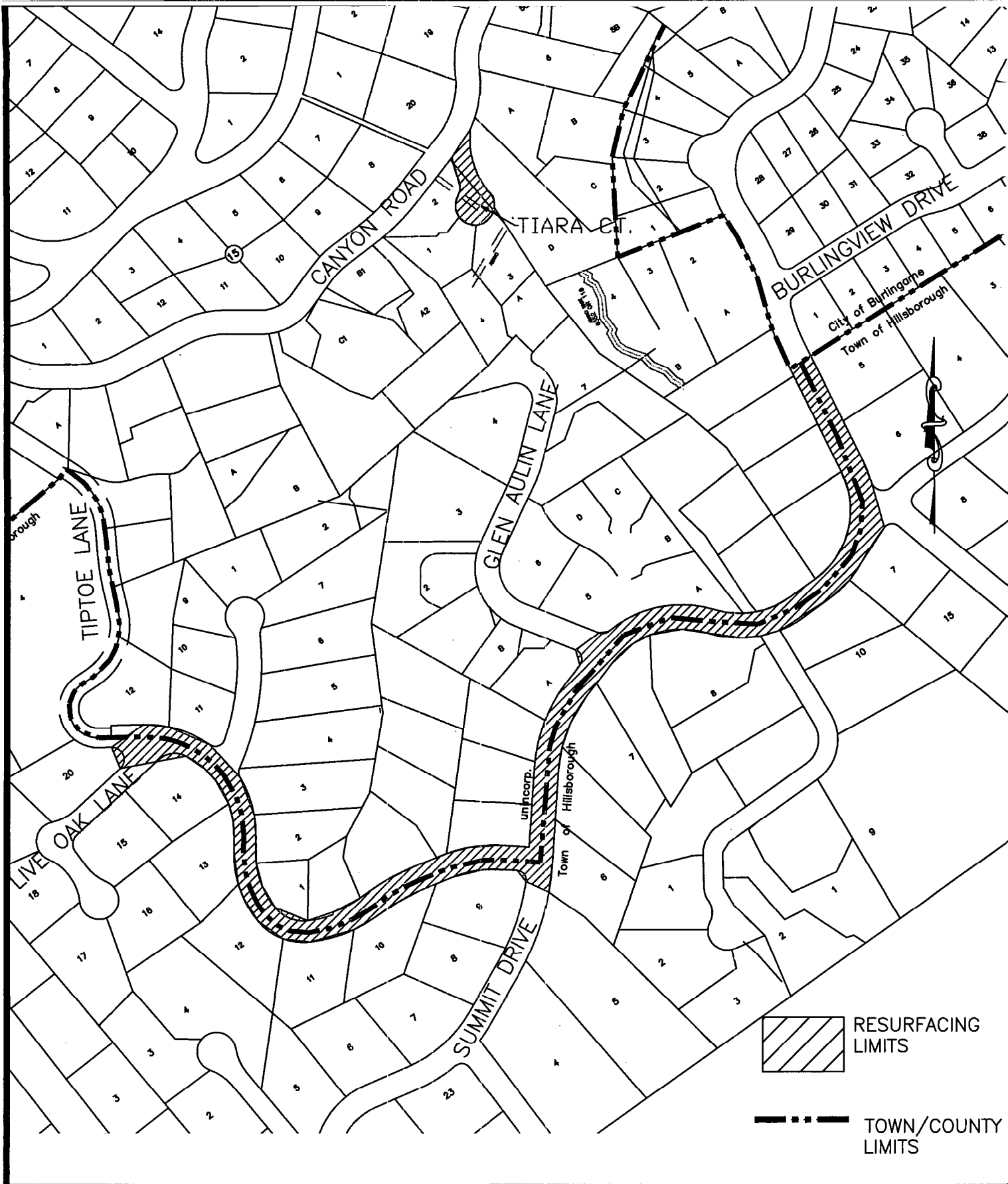
BY  _____

Mayor, Town of Hillsborough

ATTEST:



Clerk, Town Council



 RESURFACING LIMITS

 TOWN/COUNTY LIMITS



DESIGNED BY: DYS
 CHECKED BY: RD
 DRAWN BY: DYS

BURLINGAME HILLS RESURFACING
 SUMMIT DRIVE, TIPTOE LANE, AND TIARA CT

LOCATION MAP

SCALE: NONE
 DATE: 9-6-02
 FILE NO: 1/S4676

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 RESURFACING OF SUMMIT DRIVE, TIPTOE LANE, AND TIARA COURT
AND FOR ADJUSTING WATER VALVE/METER BOXES
AND SANITARY SEWERS TO GRADE
IN CONJUNCTION WITH THE COUNTY'S RESURFACING PROJECT IN THE
BURLINGAME HILLS AREA OF TOWN OF HILLSBOROUGH
PROJECT NO. R9B00 [F36 (218A)]**

THIS AGREEMENT, made and entered into this _____ day of _____, 200_, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called "County", and the CITY OF BURLINGAME, a municipal corporation of the State of California, hereinafter called "City".

WITNESSETH:

WHEREAS, the City and the County are desirous to resurface various roads in the Burlingame Hills Area, including the resurfacing of Tiptoe Lane, Summit Drive, and Tiara Court; 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 Summit Drive between the County marker south of Burlingview Drive and Tiptoe Lane; Tiptoe Lane between Live Oak Lane to Summit Drive; and Tiara Court; 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 Tiptoe Lane, Summit Drive, and Tiara Court shall include, but not be limited to: mobilization, maintaining traffic, planing, placement of asphalt concrete, installation of pavement markings, pavement markers, raising of utilities to grade, and other items of work associated with road resurfacing work; and

WHEREAS, City-owned one (1) water valve box requires 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 box in the County’s contract.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County will include in its Contract for the above-described project, contract items for raising water valve box to grade. The work shall be completed by the County’s Contractor.
2. 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.
3. The County agrees to notify the City of the successful bidder to whom the construction contract is awarded.
4. 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 Contract Change Order costs for said

work. The estimated cost for said work is \$480. 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 adjust the City's water valve box to grade in conjunction with the roadway resurfacing project.

5. 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.

6. 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 \$600.

7. If the City elects to exercise said option to delete said work on its water valve box 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 valve box may be adjusted by the City to the new grade of the resurfaced road once the County has completed the resurfacing project.

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

9. 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.

10. 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 valve box, and all other water distribution facilities within the project limits.

11. 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.

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 resurfacing of Tiptoe Lane, Summit Drive, and Tiara Court in the Burlingame Hills Area. 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. 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.

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

Neil R. Cullen
Director of Public Works

“City”

CITY OF BURLINGAME

BY *Frank C. Gabachay, Acting Director*
for George Bagdon
Director of Public Works

ATTEST:

Ann J. Mason
Clerk, City Council

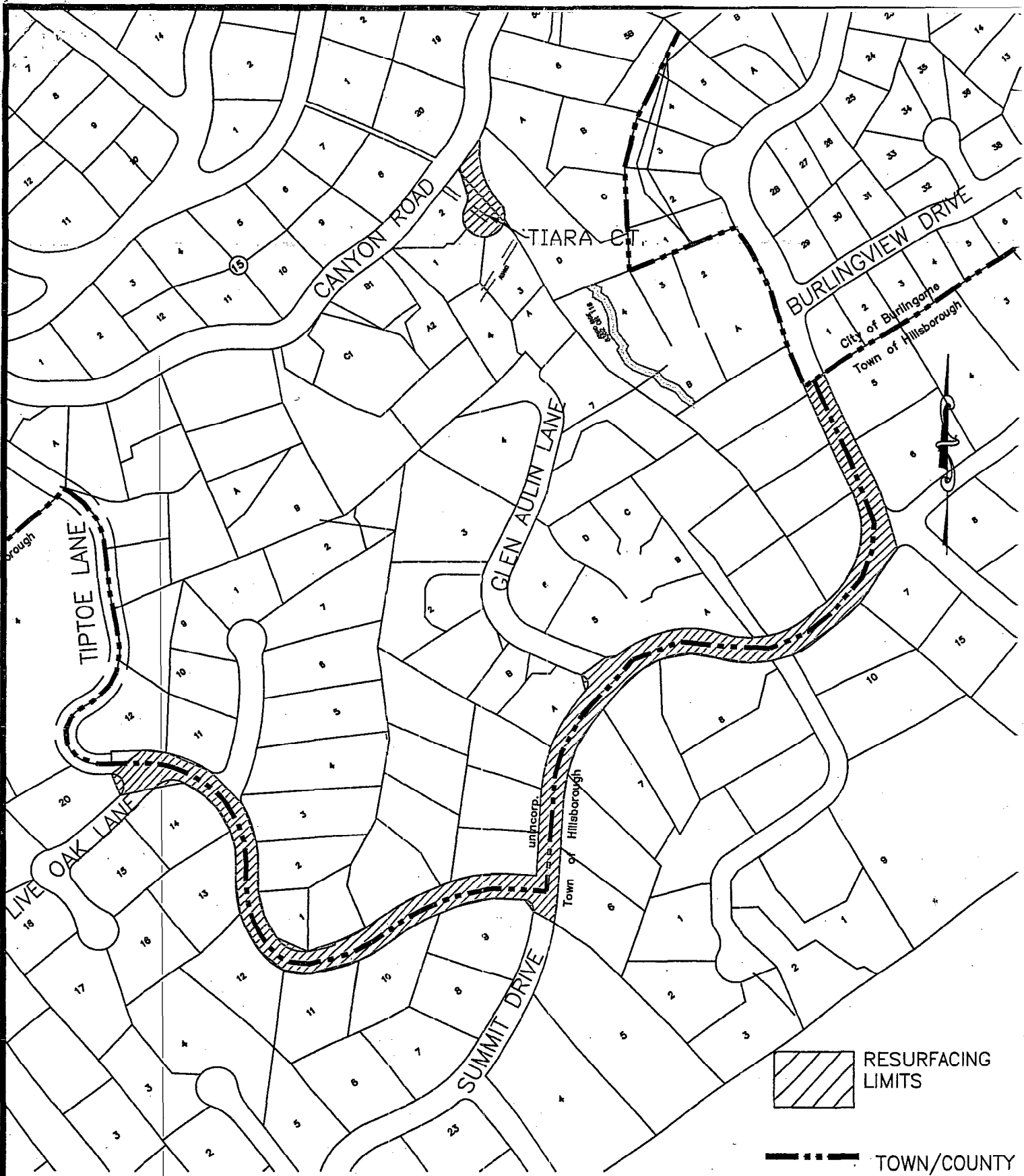


EXHIBIT 'A'



DESIGNED BY: DYS

CHECKED BY: RO

DRAWN BY: DYS

BURLINGAME HILLS RESURFACING
SUMMIT DRIVE, TIPTOE LANE, AND TIARA CT

LOCATION MAP

SCALE: NONE

DATE: 9-6-02

FILE NO: 1/S4676

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
RESURFACING PROJECT FOR VARIOUS ROADS
IN THE BURLINGAME HILLS /SAN MATEO AREA**

THIS AGREEMENT, made and entered into this 28 day of Oct, 2002, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called "County", and the Burlingame Hills Sewer Maintenance District, hereinafter called "BHSMD".

WITNESSETH:

WHEREAS, the County is preparing to call for bids for the resurfacing project for various roads in the Burlingame Hills Area, including the resurfacing of Tiptoe Lane, Summit Drive, and Tiara Court in the Burlingame Hills Area (see Exhibit "A"); and

WHEREAS the BHSMD-owned four (4) sanitary sewer manholes will require adjustment to the new grade of the resurfaced road; and

WHEREAS, the BHSMD has requested the County to include, in its resurfacing contract, the adjustment of said sanitary sewer manholes to grade, including all of the items shown in the attached herewith Engineer's Cost Estimate marked as Exhibit "B";

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. County will include in its contract for the above-described project, the items for sanitary sewer manholes. The work shall be completed by the County's contractor.
2. County will award the contract to the lowest responsible bidder for the complete resurfacing project including adjustment of sanitary sewer manholes.
3. County agrees to notify BHSMD of the successful bidder to whom the construction contract is awarded.
4. BHSMD agrees to reimburse County, on demand, the total expense incurred by County, estimated to be \$2,000 for the adjustment of sanitary sewer manholes to the new grade, including Contract Change Orders and any other incidental and overhead expenses incurred by County for work on said BHSMD Facilities; provided, however, that said incidental and overhead expenses shall not exceed ten percent (10%) of the construction contract and Change Order costs for the adjustment of sanitary sewer manholes to the new grade, unless authorized by the BHSMD in writing. It is understood that the total sum to be reimbursed to the County is to be determined from final costs associated with construction of said the BHSMD Facilities, and the estimate given is for informational purposes only.
5. 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 BHSMD to the Project Contractor shall be directed through the County representative.

6. The BHSMD representatives shall have access to the work on the BHSMD facilities at all times, and without restriction, for purposes of inspection of such facilities. Only the above-mentioned BHSMD facilities will be part of this resurfacing project, and any defects and subsequent repair work required for BHSMD facilities shall be limited to the approved plans and specifications for this project. The County and the BHSMD representatives shall cooperate and confer to facilitate the performance of inspection duties incident to expeditious completion and acceptance of the BHSMD facilities. Within fifteen (15) calendar days after the completion and acceptance of work on BHSMD facilities, the BHSMD shall submit to the County a "Notice of Acceptance" of its facilities.
7. The BHSMD shall have the option of not including work on its facilities within County Resurfacing Contract should the total estimated cost, including contingencies, exceed \$3,000. The BHSMD shall notify the County of its request not to include, in writing, within ten (10) working days from notification by the County of the estimated cost to the BHSMD.
8. If the BHSMD elects to exclude said work on its facilities from the County contract, the adjustment of sanitary sewer manholes to the new grade shall be performed by the BHSMD forces or their designated Contractor in a manner that shall not cause time delay or financial hardship to the County. Should the BHSMD fail to complete the adjustment of sanitary sewer manholes to the new grade, as stipulated by the County, the County shall mark said sanitary sewer manholes as pave items and finish the work, after which the BHSMD can decide when to do the sanitary sewer manholes adjustment.

9. Upon completion of the BHSMD's work included under this agreement and mutual acceptance thereof by County and the BHSMD, the total cost incurred by County for administration and construction of the BHSMD's facilities shall be determined, and billed to the BHSMD with payment from the BHSMD due thirty (30) calendar days from the date of invoice.
10. It is understood, and the BHSMD agrees, that upon completion of the work completed by this Agreement, the BHSMD shall have all ownership and maintenance responsibilities over all the BHSMD facilities, that are covered under this agreement.
11. The BHSMD shall defend, indemnify and hold harmless County from all claims, suits or actions of every name, kind and description, arising out of or relating to the matters covered by this Agreement to the extent such claims, suits or actions are due to the negligence or willful misconduct of the BHSMD or the BHSMD's failure to perform obligations required of the BHSMD under this Agreement.

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

The duty to defend, indemnify and hold harmless includes the obligations as set forth in California Civil Code 2778.

County will require the Contractor to name the BHSMD and County as additional insured

on all insurance documents, which Contractor is required to provide for this Resurfacing project and to include all work performed on behalf of the BHSMD within the bonds, warranties and guaranties to be furnished by the Contractor according to the specifications.

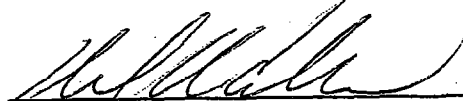
The benefits arising under this Section 11 shall run not only in favor of the named parties, but also their respective directors, officers, employees and agents.

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



Director of Public Works

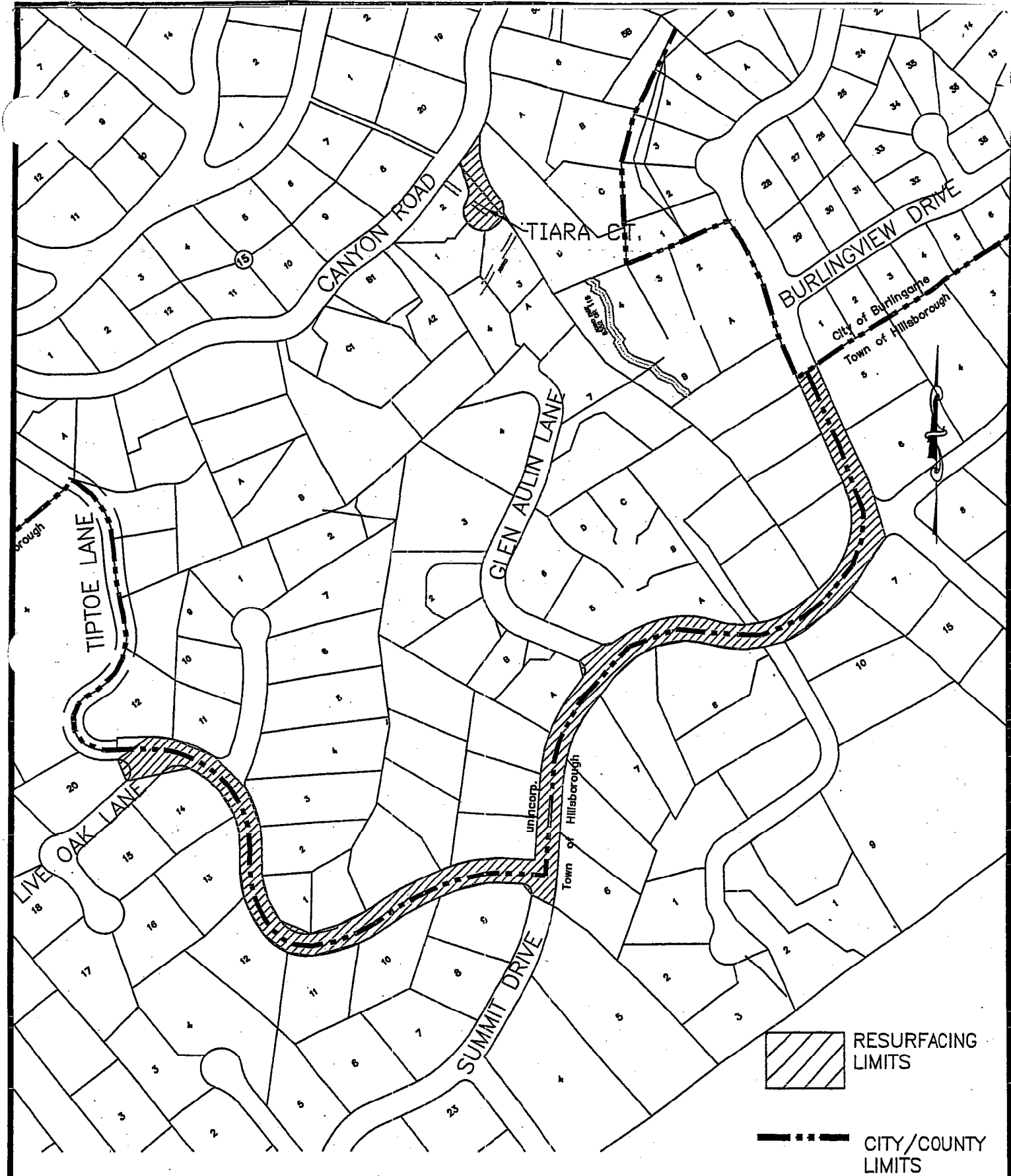
"The BHSMD"



**BURLINGAME HILLS
SEWER MAINTENANCE DISTRICT**

BY



Director of Public Works



 RESURFACING LIMITS
 CITY/COUNTY LIMITS



DESIGNED BY: DYS
 CHECKED BY: RD
 DRAWN BY: DYS

BURLINGAME HILLS RESURFACING
 SUMMIT DRIVE, TIPTOE LANE, AND TIARA CT
LOCATION MAP

SCALE: NONE
 DATE: 9-6-02
 FILE NO: 1/S4676

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

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

Preliminary Estimate of Burlingame Hills' Portion of Engineer's Estimate

SAN MATEO COUNTY DEPARTMENT OF PUBLIC WORKS RESURFACING OF PORTIONS OF SUMMIT DRIVE, TIPTOE LANE AND TIARA COURT IN THE BURLINGAME HILLS AREA TOTAL PROJECT APPROXIMATELY 0.25 MILES IN LENGTH WITH APPURTENANT WORK THERETO IN SAN MATEO COUNTY Bid Opening on XX/XX/2003 - (Project Engineer Diana Shu)					San Mateo County Dep. of Public Works 555 County Center Fifth Floor, Redwood City, CA 94063 (650) 363-4100	
Item No.	Section No.	Item	Unit of Measure	Qty.	Unit Price	Total Price
1	11	Mobilization	LS	0.00	\$8,000.00	\$0.00
2	12	Maintaining Traffic	LS	0.00	\$8,000.00	\$0.00
3	15	Adjust Water Valve Box to Finished Grade	EA	0.00	\$250.00	\$0.00
4	15	Adjust Water Meter Box to Finished Grade	EA	0.00	\$250.00	\$0.00
5	15	Adjust Sanitary Sewer Manhole to Finished Grade	EA	4.00	\$500.00	\$2,000.00
6	15	Adjust Monuments to Finished Grade	EA	0.00	\$250.00	\$0.00
7	15	Add Monument	EA	0.00	\$800.00	\$0.00
8	39	Asphalt Concrete, Type B, w/ 1/2", maximum, medium grading	TON	0.00	\$80.00	\$0.00
9	39	Plane Asphalt Concrete Pavement	LF	0.00	\$2.00	\$0.00
10	39	Pavement Repair	SY	0.00	\$70.00	\$0.00
11	84	Misc. Traffic Legends (Thermoplastic)	SF	0.00	\$4.75	\$0.00
12	85	Pavement Marker (Type AY Yellow Non-Reflective,)	EA	0.00	\$15.00	\$0.00
13	85	Pavement Marker (Type D Two-way Yellow Reflective)	EA	0.00	\$15.00	\$0.00
14	85	Pavement Marker (Blue, Reflective, Fire Hydrant Marker)	EA	0.00	\$15.00	\$0.00
15	94	Asphaltic Emulsion (Tack Coat)	TON	0.00	\$900.00	\$0.00
TOTAL						\$2,000.00
Engineer's Estimate of Cost:						\$2,000.00
<i>(Note: Gaps in Section numbering, above, indicate the Section is blank or does not apply.)</i>						

EXHIBIT B -

total =	\$2,000.00
5% Engineering	\$100.00
5% construction mgmt	\$100.00
10% Contingency =	\$200.00
Grand total =	<u>\$2,400.00</u>
Not to Exceed Amount =	\$3,000.00