

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called "County," and GEORGE SUNDQUIST AND MARION SUNDQUIST, his wife, hereinafter called "Developer."

### **WITNESSETH:**

**THAT** the Developer, for and in consideration of the approval by the Board of Supervisors of that certain subdivision known as:

#### **BISHOP OAKS SUBDIVISION MENLO PARK**

hereby agrees at his own cost and expense to furnish all materials and construction and install and complete in a good and workmanlike manner on or before December 15, 2005, at an estimated cost of One Hundred Eighty-Two Thousand Dollars (\$182,000), including engineering and contingencies, the following improvements:

Upgrade of a private roadway, including public utilities and drainage, on and adjacent to Bishop Lane to San Mateo County Standards – Plans by Clifford Bechtel and Associates.  
Alignment and grade approved by the San Mateo County Director of Public Works.

All of said improvements are to be constructed under and in accordance with plans prepared by Clifford Bechtel and Associates, and approved by the San Mateo County

and the developer agrees to reimburse the County for any and all such labor and materials used, and the security shall be security therefor.

2. Security to guarantee payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment to them for the improvement or performance of the required act shall be in the sum equal to fifty percent (50%) of said total estimated cost of the improvement, said sum being Ninety-One Thousand Dollars (\$91,000).

Said security securing the payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, after passage of the time within which claims of lien are required to be recorded pursuant to Article 3 (commencing with Section 3114) of Chapter 2 of Title 15 of Part 4 of Division 3 of the Civil Code and, after acceptance of the work, be reduced to an amount not less than the total claimed by all claimants for whom claims of lien have been recorded and notice thereof given in writing to the legislative body and, if no claims have been recorded, the security shall be released in full.

3. Security for the guarantee and warranty of the work for a period of one year following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished in the sum of ten percent (10%) of said total estimated cost of the improvement, said sum being Eighteen Thousand Two Hundred Dollars (\$18,200). Said sum to be provided upon completion and acceptance of all the required work.

It is agreed and understood that the Director of Public Works shall be the sole judge of the work to be done under the warranty and, in the absence of fraud, his decision shall be final.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by his duly authorized representatives on day and year first above written.

“County”

COUNTY OF SAN MATEO

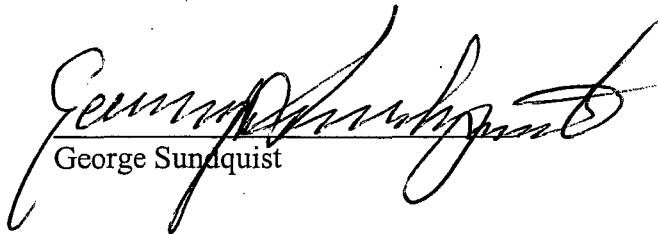
BY: \_\_\_\_\_

Richard S. Gordon, President  
Board of Supervisors  
County of San Mateo  
State of California

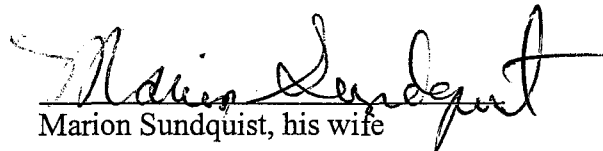
Attest:

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

“Developer”

  
George Sundquist

“Developer”

  
Marion Sundquist, his wife