

**AGREEMENT BETWEEN
THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS
AND THE COUNTY OF SAN MATEO FOR CONSTRUCTION CONTRACT
ADMINISTRATION TO INSTALL RAMP METERING EQUIPMENT AT THE US
101/WILLOW ROAD SEPARATION**

THIS AGREEMENT is entered into as of the _____ day of _____, **2006**, by and between the City/County Association of Governments (C/CAG) and the County of San Mateo (County).

W I T N E S S E T H:

WHEREAS, ramp metering equipment needs to be installed at the US 101/Willow Road Interchange (Project) as part of the San Mateo County Ramp Metering Program; and

WHEREAS, a project to install said ramp-metering equipment qualifies for grant funding, and the San Mateo County Transit Authority (SMCTA) is in the process of having plans and specifications prepared for the work, and is working with Caltrans to secure an encroachment permit for the proposed construction; and

WHEREAS, \$500,000 in Federal Congestion Mitigation and Air Quality (CMAQ) funds can be made available to finance said project; and

WHEREAS, C/CAG has requested the assistance of the Department of Public Works (DPW) as SMCTA has not done contract administration or construction inspection for road related projects, and as Caltrans has indicated that the project would be delayed if the project was integrated into their construction schedule.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties hereto, as follows:

1. **SCOPE OF SERVICES**

County agrees to administer the construction contract to install ramp-metering equipment at the US 101/Willow Road Separation (Project) and as described in said plans that are being prepared by SMCTA.

2. **TIME OF PERFORMANCE**

The services funded by this agreement shall commence on or after full execution of this agreement and shall be terminated by Project close out. Termination of this agreement prior to project close out shall be in written mutually agreement between the County Public Works Director and the C/CAG Executive Director.

3. **FUNDING AND METHOD OF PAYMENT**

- a. County agrees to submit the necessary application for federal funding to the Metropolitan Transportation Commission in order to secure federal funding in the amount of \$500,000 that can be made available for the Project.

- b. County agrees to initially finance the work from its own funds once federal funds are secured and further agrees that it will submit the necessary documentation in order to receive reimbursement of costs with federal funds as may be made available through MTC.
- c. C/CAG agrees to reimburse the County for any costs that the County may incur and which are expected to be reimbursed with federal funds should said funds not be available to the County once costs by the County are incurred.
- d. C/CAG also agrees to reimburse the County 11.47% of the actual construction cost of the Project as the local match to the Federal CMAQ funds. C/CAG also agrees to reimburse the County 11.47% of the federal reimbursable construction engineering costs plus any additional federal non-reimbursable administrative costs not to exceed three percent (3%) of the total construction cost. The total reimbursement from C/CAG to County in local match and administrative costs should not exceed \$82,000.
- e. County shall submit billings, accompanied by the activity reports and by invoices issued by contractor or progress payments issued by County as proof that services were rendered and paid for by the County. Upon receipt of the invoice and its accompanying documentation, C/CAG shall pay the amount claimed under this agreement within thirty (30) days of receipt of the invoice, delivered or mailed to the County as follows:

County of San Mateo
Director of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063-1665

- f. Subject to duly executed amendments, should the lowest contractor's bid price exceeds the funding commitment under this agreement plus the \$500,000 Federal CMAQ fund, an amendment to this agreement will be required for C/CAG to provide the additional funding required to complete the Project. C/CAG will notify the County in writing within 30 days to advise whether the proposal is acceptable. Otherwise, County will immediately terminate this agreement and will be reimbursed for the incurred costs up to termination.

4. AMENDMENTS

Any changes in the services to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by C/CAG and the County. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

5. NOTICES

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To C/CAG: Attention: Richard Napier
 City/County Association of Governments
 555 County Center, 5th Floor
 Redwood City, CA 94063

To County: Attention: Neil R. Cullen, Director of Public Works
 County of San Mateo Department of Public Works
 555 County Center, 5th Floor
 Redwood City, CA 94063

6. INDEPENDENT CONTRACTOR

County and its employees, agents and consultants shall be deemed independent contractors of C/CAG. Nothing herein shall be deemed to create any joint venture or partnership arrangement between the County and C/CAG.

7. MUTUAL HOLD HARMLESS

- a. It is agreed that C/CAG shall defend, save harmless and indemnify County, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of C/CAG, its officers and/or employees.
- b. It is agreed that County shall defend, save harmless, and indemnify C/CAG, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees.
- c. In the event of concurrent negligence of County, its officers and/or employees, and C/CAG, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

IN WITNESS WHEREOF, the Agreement has been executed by the parties hereto as of the day and year first written above.

CITY/COUNTY ASSOCIATION OF
GOVERNMENTS

COUNTY OF SAN MATEO
DEPARTMENT OF PUBLIC WORKS

James M. Vreeland Jr., C/CAG Chair Jerry Hill, President of the San Mateo County Board of
Supervisors

Approved as to form:

Miruni Soosaipillai, C/CAG Attorney Deborah Penny Bennett, County Counsel