

AGREEMENT

COST SHARING AGREEMENT FOR THE RESURFACING OF PORTIONS OF BAY ROAD FROM SECOND AVENUE TO FLORENCE STREET IN CONJUNCTION WITH THE CITY'S 2006-2007 STREET OVERLAY PROJECT.

THIS AGREEMENT made and entered into this ____ day of _____, 2007, 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, Municipal Corporation of the State of California, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, the City and the County are desirous to resurface a portion of Bay Road between Second Avenue and Florence; and

WHEREAS, the City and County agree that the City shall act as lead agency in the preparation of plans, specifications, construction administration, construction inspection, and related documents for the resurfacing of a portion of Bay Road; and

WHEREAS, the portion of Bay Road being resurfaced lies within both corporate limits of the City of Redwood City and the unincorporated area of the County of San Mateo; and

WHEREAS, the County area to be resurfaced in accordance with this Agreement is shown on Exhibit "A", attached to and incorporated by this reference; and

WHEREAS, the proposed resurfacing work of a portion of Bay 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, and other items of work associated with road resurfacing work; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County grants the necessary permission to the City to do work within the County limits as herein described and shown on Exhibit "A."

2. The City will include in its contract for the above-described project, street resurfacing work of a portion of Bay Road within the corporate limits of the County.

3. The City will award a contract to the lowest responsible bidder for the complete resurfacing project which shall include the work described above for the County portion of the roadway resurfacing work. The work to be performed shall be completed pursuant to and in accord with standard City specifications.

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

5. Pursuant to paragraph 9, the County agrees to reimburse City the total cost incurred by the City for work on County facilities, preparation of plans and specifications, project administration, construction management, contract Change Orders, and any other incidental expenses incurred by the City; 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 \$138,000. Any contract change orders on the County's portion of the construction work will be subject to the written approval by the County. It is understood that the total sum to be reimbursed to the City by the County shall be determined from the actual costs incurred by the City to resurface said County portions of Bay Road in conjunction with the roadway resurfacing project.

6. City shall furnish primary construction inspection services for all phases of the project work. The City Manager 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 County to the City's Contractor shall be directed through the City Manager or his appointed representative. County representatives shall have access to work on the County facilities at all times, and without restriction, for the purposes of inspection of such facilities. The City and County representatives shall cooperate

and confer to facilitate the performance of inspection duties incident to expeditious completion and acceptance of County's facilities.

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

8. It is also understood and the County agrees that upon completion of the work specified under this Agreement, County shall continue to have all ownership and maintenance responsibilities over the roadways and County facilities within the County limits.

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

10. The City shall only accept the work accomplished within the limits of the County after receiving written approval from the County's representative. County disapproval of City work shall only be for non-conformance with the City adopted project plans and specifications for the resurfacing of portions of Bay Road. Said approval or disapproval, if any, by the County shall be provided so as not to cause the City to sustain any claims for delays from the Contractor.

11. 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.

Likewise, the 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.

The duty to indemnify and hold harmless includes the duties to defend as set forth in Section 2778 of the California Civil Code.

The City shall require the Contractor to name the County and the City, 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 11 shall apply to the respective directors, officers, employees and agents of the parties hereto.

12. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall be one (1) year, beginning on the Effective Date of this Agreement.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties and incorporated into this Agreement. This Agreement embodies the agreement between City and Contractor and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of City prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.

14. All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City Engineer
City of Redwood City
1017 Middlefield Road
Redwood City, California 94063
or by facsimile at (650) 780-7309

And to County of San Mateo addressed as follows:

County of San Mateo
Director of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063
or by facsimile at (650) 361-8220.

15. 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.

CITY: CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California
1017 Middlefield Road
Redwood City, CA 94063

By: _____
Ed Everett, City Manager

Attest:

Patricia Howe, City Clerk

COUNTY: COUNTY OF SAN MATEO

By: _____
Director of Public Works

LOCATION MAP - BAY RD & FLORENCE ST



SCALE 1 : 8,000

