

REPORT

**To the Honorable Mayor and City Council
From the City Manager**

October 13, 2003

Subject

Cost Sharing Agreement with the County of San Mateo for Resurfacing Portions of Hillcrest Way and Wilmington Way

Recommendation

Approve and authorize execution of an agreement between the County of San Mateo and the City of Redwood City, for the resurfacing of portions of Hillcrest Way between south and east County boundaries; and Wilmington Way in conjunction with the County's resurfacing project in the Emerald Lake Hills area of Redwood City, in an amount not to exceed \$31,000.00.

Background

As part of the County Pavement Management Program, the County is in the process of resurfacing their roadways. Portions of Hillcrest Way and Wilmington Way are within the Redwood City right-of-way, and are on the County's list for this year resurfacing project.

Currently, these isolated portions of Hillcrest Way and Wilmington Way are in need of surface treatment, and it would be costly for the City to include these isolated portions to its yearly pavement maintenance program.

Executing this agreement will allow the County to include these portions of the roadways to their resurfacing program, and get reimbursement from the City for the actual cost of the overlay (plus 10% for incidentals and overhead), once the project is completed. Since the County has more streets in this area (Emerald Lake Hills), they are in a better position to do the overlay at more of a reduced cost.

Alternative

Do not approve execution of the agreement between the County and the City, and leave the resurfacing of those portions of Hillcrest Way and Wilmington Way for the City to include in its annual resurfacing program, which will increase the cost to the City to do these isolated portions of roadway.

Fiscal Impacts

Funds in the amount of \$1.1 million are appropriated in the 2003-04 Capital Improvement Program budget as part of Gas Tax Construction and Transportation (Measure "A") Funds.


M. Saber Sarwary
Senior Civil Engineer

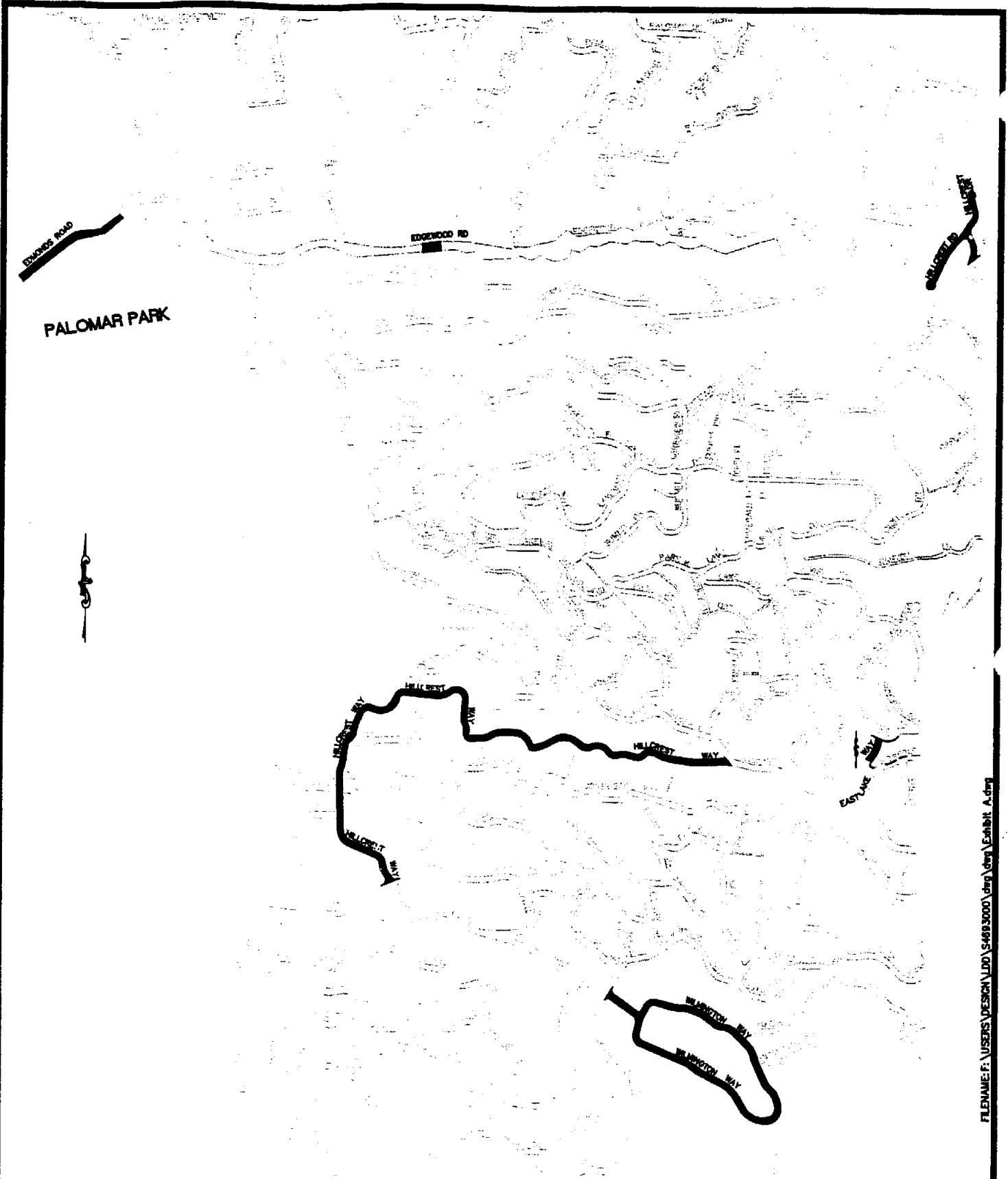

Bruce Liedstrand
Community Development Services Director


Ed Everett
City Manager

MSS:ss

s/library/reports/saber/Approval_Cost Sharing Agreement with County

7-1-F2



FILENAME: F:\USERS\DESIGN\JDD\S4683000\dwg\dmr\Exhibit A.dwg


	DESIGNED BY: ISA	RESURFACING OF VARIOUS ROADS IN EMERALD LAKE HILLS, PALOMAR PARK AND OAK KNOLL MANOR PROJECT LOCATION	SCALE: NONE
	CHECKED BY: JAL		DATE: 08/15/03
	DRAWN BY: AUC		FILE NO: 1/4693
NEIL R. CULLEN, DIRECTOR OF PUBLIC WORKS SAN MATEO COUNTY		555 COUNTY CENTER, 5TH FLOOR REDWOOD CITY, CALIFORNIA 94063-1665	

EXHIBIT A

7.1-F3

AGREEMENT

**COST SHARING AGREEMENT FOR
THE RESURFACING OF PORTIONS OF HILLCREST WAY BETWEEN SOUTH AND
EAST COUNTY BOUNDARIES; AND WILLMINGTON WAY
IN CONJUNCTION WITH THE COUNTY'S RESURFACING PROJECT IN THE
EMERALD LAKE HILLS AREA OF REDWOOD CITY
PROJECT NO. R7W01 [F-36 (380-A)]**

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 CITY OF REDWOOD CITY, a municipal
corporation of the State of California, hereinafter called "City".

WITNESSETH:

WHEREAS, the City and the County are desirous to resurface a portion of Hillcrest Way
between the South and East County Boundaries; and a portion of Wilmington Way; 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 a portion of Hillcrest; and a portion of Wilmington Way;
and

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

WHEREAS, the portion of Wilmington Way being resurfaced lies within both the corporate limits of the City of Redwood City and the unincorporated area of the County of San Mateo; 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 a portion of Hillcrest Way and a portion of Wilmington Way 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 City grants the necessary permission to the County to do work within the City limits as herein described.
2. The County will include in its contract for the above-described project, street resurfacing work of a portion of Hillcrest Way and Wilmington Way within the corporate limits of the City.
3. 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.
4. The County agrees to notify the City of the successful bidder to whom the construction contract is awarded.

5. 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 Change Order costs for said work. The estimated cost for said work is \$31,000.00. 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 resurface said City portions of Hillcrest Way and said City portions of Wilmington Way in conjunction with the roadway resurfacing project.

6. 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.

7. 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.

8. 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 roadways and City facilities within the project limits.

9. 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.

10. 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 portions of Hillcrest Way and portions of Wilmington Way. 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.

11. 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 insurers 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 13 shall apply to the respective directors, officers, employees and agents of the parties hereto.

12. This Agreement shall be binding upon the respective successors and assigns of the parties hereto.

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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 REDWOOD CITY

BY _____

City Manager

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Resurfacing of Various Streets in the Emerald Lake Hills, Palomar Park, Oak Knoll Areas

TOTAL LENGTH OF PROJECT IS APPROXIMATELY 2.64 MILES

ITEM	DESCRIPTION	UNIT	QUANTITY	RWC	UNIT PRICE	ITEM TOTAL
1	Mobilization	LS	1	12.25%	\$5,005.00	\$613.11
2	Water Pollution Control	LS	1	12.25%	\$212.00	\$25.97
3	Maintaining Traffic	LS	1	12.25%	\$5,005.00	\$613.11
4	Raise SSMH To Grade	EA	3	100.00%	\$321.00	\$963.00
5	Raise Water Valve Box To Grade	EA	4	100.00%	\$251.00	\$1,004.00
6	Asphalt Concrete (Type B, 1/2" max. med. grading)	TON	352	100.00%	\$55.55	\$19,553.60
7	Plane Asphalt Concrete Pavement	LF	209	100.00%	\$2.22	\$463.98
8	Pavement Repair	SY	40	100.00%	\$34.35	\$1,374.00
9	Pavement Reinforcement Fabric	SY	2,550	100.00%	\$1.01	\$2,575.50
10	Pavement Marker (Blue Reflective, Hydrant Marker)	EA	2	50.00%	\$10.00	\$20.00
11	Pavement Marker (Yellow, non-reflective, ceramic, Type AV), Detail 4, 23	EA	82	50.00%	\$3.21	\$263.22
12	Pavement Marker (Yellow, two-way reflective, Type D), Detail 4, 23	EA	33	50.00%	\$4.55	\$150.15
13	Overhead for County Expenses	LS		10%		\$27,619.65
Subtotal						\$27,619.65

TOTAL	\$30,381.61
Rounded	\$31,000.00