

**AGREEMENT FOR THE REMOVAL AND REPLACEMENT OF
LIGHTING FIXTURES IN CONJUNCTION WITH THE OLD COUNTY ROAD STREET
LIGHT IMPROVEMENTS PROJECT, CITY CONTRACT NUMBER 2017-556 BETWEEN
CITY OF BELMONT AND BELMONT HIGHWAY LIGHTING DISTRICT**

THIS AGREEMENT, made and entered into this 28th day of November, 2017, by and between the CITY OF BELMONT, a municipal corporation of the State of California, hereinafter called "City", and the BELMONT HIGHWAY LIGHTING DISTRICT, a special district in the County of San Mateo which is a political subdivision of the State of California, hereinafter called "District".

WITNESSETH:

WHEREAS, the City and the District are desirous to remove and replace street lighting fixtures, poles, and associated appurtenances on Old County Road within the underground utility district between Ralston Avenue and 1421 Old County Road; and

WHEREAS, the City and District agree that the City shall act as lead agency in the preparation of plans, specifications, estimates and related documents, and performance of construction administration and construction inspection, for the removal and replacement of street lights in the District; and

WHEREAS, Old County Road between 1329 Old County Road and 1421 Old County Road lies within the unincorporated limits of the County of San Mateo and the service boundary of the District; and

WHEREAS, the area to remove and replace street lights 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 Old County Road Street Light Improvements Project shall include, but not be limited to: design, coordination, construction administration, mobilization, maintaining traffic, placement of electrical conduits, materials, installation, testing, and other items of work associated with converting the street lights from overhead to underground electrical feed; and

WHEREAS, the City and District agree that the District will reimburse the City for all costs associated with converting the street lights to underground service, including design, construction, administration, materials, street lights, and other appurtenances associated with said work within the unincorporated limits of the County of San Mateo and service boundary of the District.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The District grants the necessary permission to the City to do work within the District limits as herein described.
2. The City will include in its contract for the above-described project, removal and replacement of street lighting fixtures and associated appurtenances on Old County Road from 1329 Old County Road to 1421 Old County Road within the limits of the underground district and District. The District will provide the City with the District's street light standards for incorporation into the contract for the work. The work shall be completed by the City's Contractors.

3. The City will award a contract to the lowest responsible bidder for the complete project including the work described above.
4. The City agrees to notify the District of the successful bidder to whom the construction contract is awarded.
5. City shall furnish primary construction inspection services for all phases of the project work. The Director of Public Works for the City or his appointed representative shall be solely responsible for all phases of construction and inspection functions and liaison with the City's Contractor. In this regard, all communications and directions of the District to the City's Contractor shall be directed through the City's representative. District representatives shall have access to the work on District facilities at all times, and without restriction, for the purposes of inspection of such facilities. The District and City representatives shall cooperate and confer to facilitate the performance of inspection duties incident to the expeditious completion and acceptance of District's facilities.
6. The City and District agree that upon completion of the work specified under this Agreement, City shall have all ownership and maintenance responsibilities over the street lights installed and constructed within the City limits; and the District shall have all ownership and maintenance responsibilities over the streetlights installed and constructed within the District limits.
7. 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 of the (facility) lines, (facility) boxes, and all other (facility) distribution facilities within the City limits.
8. The City shall only accept the work accomplished for the District and within the limits of the District after receiving written approval from the District. District disapproval of City work shall only be for non-conformance with the City adopted project plans and specifications for the Old County Road Street Light Improvements Project. Said approval or disapproval, if any, by the District shall be provided so as to not sustain any claims for delays from the Contractor.
9. The City shall purchase the street light poles for the District. Upon delivery from the supplier, the City shall provide the District a reimbursement request for the cost, excluding administration overhead, of the street light poles purchased for installation by City Contractor within the District boundary. District will reimburse the City for the materials within 45 days of receiving the reimbursement request from the City.
10. The District shall purchase new street light luminaries from its supplier for installation by City Contractor within the District boundary. City Contractor shall be responsible for the coordination and transportation of the new luminaries from the County corporation yard to the site.
11. After completion of the Project, the City shall provide the District with a second reimbursement request for the work within the limits of the District including but not limited to: design, coordination, construction administration, mobilization, maintaining traffic, placement of electrical conduits, streetlights, materials, installation, testing, and other items of work associated with converting the street lights from overhead to underground electrical feed. District will reimburse the City for the work within 45 days of receiving the reimbursement request from the City. If the final total project cost from all reimbursement requests for the District's portion of the Project exceeds

\$165,000, the District shall reimburse \$165,000 to the City within 45 days of receiving the reimbursement request from the City, and the remaining District cost will be paid to the City within six (6) months from the beginning of the District's next fiscal year.

12. The total construction cost to be allocated to the District shall be based on actual quantities of the various bid items of work required for the complete street lighting system within the District boundary.
13. Total design cost to be allocated to the District shall be based on the actual total Project design cost paid to the consultants multiplied by the following reimbursement ratio:

$$R = \frac{\text{Final construction cost of work within District}}{\text{Final total Project construction cost}}$$

14. Total cost of City's staff time to be allocated to the District for construction management, inspection, and administration shall be based on the actual cost of City's staff time spent multiplied by the reimbursement ratio (R), not to exceed \$30,000. The City agrees to charge the District for their staff time for work performed after September 5, 2017.
15. The estimated fiscal obligation (total Phase B bid) for construction work associated with District facilities is \$135,000. Any contract change orders for the District's portion of the construction work will be subject to the written approval by the District. It is understood that the total sum to be reimbursed to the City is to be determined from actual bid prices received and the estimate given is for informational purposes only.
16. To the full extent permitted by law, District 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 the Agreement to the extent that such claims, suits or actions are due to the negligence or willful misconduct of the District or the District's failure to perform obligations required of the District under this Agreement.

Likewise, to the full extent permitted by law, City shall defend, indemnify and hold District harmless 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 City or City's failure to perform obligations required of 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 City, County, District, their officers, agents, and employees as additional insured on all insurance documents for this project and to include all work performed on behalf of the District in the bonds, warranties and guaranties to be furnished by the Contractors. The benefits arising under this Section 16 shall apply to the respective directors, officers, employees and agents of the parties hereto.

17. 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.

“District”

BELMONT HIGHWAY LIGHTING DISTRICT

BY

President, Board of Supervisors
Ex-Officio Governing Board

ATTEST:

John Maltbie, County Manager
Clerk of the Board of Supervisors

“City”

CITY OF BELMONT

BY



Greg Sooles, City Manager
City of Belmont

ATTEST:



City Clerk