

# Agreement for Construction of 20-inch Gravity Sewer

**DUPLICATE ORIGINAL**

South Bayside System Authority, hereafter "Authority" and San Mateo County Sherriff's Office, hereafter "County" enter into this agreement for construction of a new gravity sewer line, generally described as the twenty (20) inch sewer along an alignment agreed to on Maple Street in the City of Redwood City.

The Authority is constructing a large diameter forcemain in the public utility right of way along Maple Street, which requires the Authority to relocate a sewer line. The County's new Maple Street Correctional Center needs a new sewer line in the same area as the Authority's relocated line. The Authority and the County have agreed to reduce the cost and risk by having the Authority install a 20" gravity sewer line to meet the County's needs.

The following points shall govern construction of the 20" gravity sewer:

1. The Authority shall install the line per the design completed by Telamon Engineering Consultants, Inc., provided by the County and accepted and approved by Redwood City.
2. Telamon Engineering Consultants, Inc. shall provide construction support to the Authority's Construction Manager (the Covello Group) as requested and needed to facilitate the installation.
3. The Authority shall provide all inspection and construction management of the contractor and their work.
4. The Authority shall install the County connection manhole at the invert as designed to allow the County to continue the sewer service to the new jail.

The Authority agrees to install the 20-inch gravity sewer line as part of the Authority's project at a cost to the County of \$500,000.00 (Five Hundred Thousand Dollars).

In the event of "**Unforeseen and Differing Site Conditions**", i.e. the discovery of an unknown, unforeseen or differing site conditions as defined in Public Contract Code section 7104 and including the discovery of an unknown, existing hazardous substance that requires removal or remediation, or a "**Force Majeure Event**," or costs caused directly by the County or by County actions, the County shall pay the cost of all future Construction Change Orders directly related to the installation of the 20-inch gravity sewer and the Authority shall pay the cost of all future Construction Change Orders directly related to the installation of the forcemain. Upon the occurrence of an unforeseen condition, SBSA must notify the County within 24 hours in order for the County and SBSA to assess the unforeseen conditions.

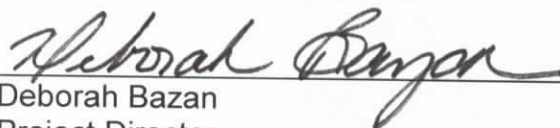
**"Force Majeure Event"** means an Act of God as defined under Public Contract Code section 7105, civil disobedience, an act of terror, or unavoidable casualties beyond the County's or Authority's control.

The County shall issue the Authority full payment of \$500,000.00 (Five Hundred Thousand Dollars) immediately upon signing of this agreement and in no case shall payment be made later than December 31, 2013. Failure to make full payment on or before December 31, 2013 shall be deemed as a breach of this agreement and Authority shall have the sole right, without claims of damage from the County, to stop work on the 20" gravity sewer.

By signing below, the signatories represent they have the authority to sign on behalf of their respective organizations and they agree to the terms and description of this agreement in full and without exception.



Daniel T. Child  
Manager  
South Bayside System Authority



Deborah Bazan  
Project Director  
San Mateo County

12-13-2013  
Date

12-2-13  
Date

**DUPLICATE ORIGINAL**

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John Maltbie, County Manager  
San Mateo County

\_\_\_\_\_  
Date