

COST SHARING AGREEMENT BY AND BETWEEN THE CITY OF BURLINGAME
AND THE CITY OF SAN MATEO FOR PAVING OF HUMBOLDT STREET IN
CONJUNCTION WITH THE CITY OF BURLINGAME’S
2025 STREET RESURFACING PROJECT

This Cost Sharing Agreement for the paving of Humboldt Street in conjunction with the City of Burlingame’s 2025 Street Resurfacing Project, Project No. 86970 (“**Agreement**”) is entered into by and among the CITY OF BURLINGAME, a municipal corporation in the County of San Mateo, State of California, hereinafter called “**Burlingame**”, and the CITY OF SAN MATEO, a municipal corporation in the County of San Mateo, State of California, hereinafter called “**San Mateo**” (each a “**Party**” and collectively the “**Parties**”), and is made effective as of _____, 2025 and is based on the following:

RECITALS

WHEREAS, the Parties desire to enter into an agreement to provide for the allocation of costs for the construction and construction management of street resurfacing on Humboldt Street (between Rollins Road and Peninsula Avenue), including staff costs, in conjunction with the City of Burlingame’s 2025 Street Resurfacing Project, Project No. 86970 (“**Project**”), as further described below, and to establish the roles and responsibilities of the Parties for completion of construction and construction management, and to enter into this Agreement to establish the terms, conditions, and obligations thereon; and,

WHEREAS, certain elements incorporated into the Project may provide benefit to only one of the Parties to this Agreement and each Party agrees to pay the full costs of any element(s) which is/are to its sole benefit and to share the cost of those elements that are of mutual benefit to the Parties; and,

WHEREAS, the portions of the Project of interest to San Mateo are shown on Exhibit “A”, attached to and incorporated into this Agreement by this reference; and,

WHEREAS, a detailed estimate of costs for construction, construction management, and design are shown on Exhibit “B”, attached to and incorporated into this Agreement by this reference.

AGREEMENT

NOW, THEREFORE, based terms and conditions set forth herein, IT IS HEREBY AGREED by and between Burlingame and San Mateo as follows:

Section 1. Recitals.

The foregoing Recitals are true and correct and incorporated into this Agreement by reference.

Section 2. Definitions.

The following definitions apply to terms used in this Agreement:

“Line-Specific Costs” means the actual cost of materials, labor and all associated incidentals to construct the improvements on Humboldt Street, including the billings of the contractor and any consultants.

“Shared Costs” means the costs of labor and materials that are for the mutual benefit of the Parties including mobilization, storm water control, traffic control, and construction inspection.

“Project Costs” includes all costs incurred by the Lead Agency specifically to implement and complete construction of the Project, including construction contractor costs and consultant construction inspection. In addition, Project Costs include any liability the Lead

Agency incurs in prosecuting the Project and any claims adjusting, claims investigation, and costs incurred in defending claims (including reasonable attorney's fees) brought by any contractor or third party for damages arising out of the prosecution of the Project.

“Lead Agency” means the agency responsible for performance of tasks required to implement and complete construction of the Project, or a portion thereof, on behalf of all Parties, including tasks such as obtaining and overseeing construction contractors and professional services. Burlingame shall be the Lead Agency for the Project.

Section 3. City of Burlingame 2025 Street Resurfacing Project.

Burlingame performs an annual Street Resurfacing Project on various roadways in need of repair or treatment. Humboldt Street (between Rollins Road and Peninsula Avenue) is scheduled for resurfacing during the 2025 Street Resurfacing Project and has been selected for a mill and overlay treatment with pavement section repairs. This portion of Humboldt Street between Rollins Road and Peninsula Avenue is half within the jurisdictional boundary of Burlingame and half within the jurisdictional boundary of San Mateo. In addition, striping improvements will be made in conformance with Caltrans Standard Specifications and Standard Details.

The improvements are shown on Exhibit “A”, and estimated costs associated with this construction are shown on Exhibit “B”.

Section 4. Party Responsibilities.

A. As Lead Agency, Burlingame will prepare bid documents, conduct the public bidding process, award the contract for the Project, and cause the Project to be constructed, all in compliance with applicable law. Burlingame will be the primary contact with the contractor who is awarded the contract, subject to San Mateo's right to initiate change orders or other reasonable directives with respect to San Mateo's line-specific work. To the furthest extent permitted by law, Burlingame shall issue a categorical

exemption for the Project pursuant to Public Resources Code § 21000 et seq. and California Code of Regulations, Title 14, Sections 15000 et seq. (collectively, “CEQA”). Burlingame shall include, in its contract with the contractor on the Project, a requirement that the contractor include San Mateo, its officials, officers, employees and agents as additional insureds and indemnify, defend, and hold harmless San Mateo, its officials, officers, employees and agents from any liability, claims, demands, suits or actions which may be made by any person resulting from the Project.

B. San Mateo shall review the design documents, bid documents and contract to be awarded. Upon opening of the bids, San Mateo may decline to participate in the Project if costs exceed San Mateo’s expectations and may terminate this Agreement, with at least five (5) business days’ written notice to Burlingame. In the event of termination, San Mateo shall be responsible for its Line-Specific Costs which were incurred prior to termination. This Agreement is subject to San Mateo obtaining authorization from its City Council for the Expenditure Limit as defined in Section 5(C) below. San Mateo shall issue any categorical exemption or other CEQA notice which San Mateo may determine to be required for its line-specific work in addition to the categorical exemption noted in Section 4(A) above.

Section 5. Financial Participation.

A. Burlingame and San Mateo shall each be responsible for the independent funding of their respective portions of the Project Costs.

B. Each Party shall pay its own Line-Specific Costs, which are estimated in Exhibit “B.” In addition, Burlingame and San Mateo shall pay Shared Costs as identified in this Agreement and on Exhibit “B.” However, Burlingame and San Mateo understand and agree that the amounts in Exhibit “B” are estimates and that actual, total amounts will be unknown until the Project is completed. It is understood that the total sum to be reimbursed to Burlingame by San Mateo shall be determined from the Project Costs reasonably incurred by Burlingame to construct those certain improvements on behalf of San Mateo

that do not exceed the Expenditure Limit (as defined below) approved by San Mateo's City Council.

C. San Mateo's estimated fiscal obligation for work performed under this Agreement by Burlingame on behalf of San Mateo is \$150,000 (one hundred fifty thousand and no/100 dollars). ("**Expenditure Limit**"). If San Mateo's share of the Project Costs exceed the Expenditure Limit due to unforeseen conditions, San Mateo may seek further authorization from its City Council for funding.

D. Either Party may make changes to its own line-specific work, provided that any additional costs incurred shall be solely borne by the Party making the change.

E. No additional work or changes to San Mateo's scope of work shall be done without prior written authorization from San Mateo.

Section 6. Financial Commitments.

A. San Mateo shall pay to Burlingame the amounts calculated in accordance with Section 5 above. Burlingame shall invoice San Mateo monthly for costs incurred during the calendar month preceding the invoice.

B. Fund deposits and payments for costs incurred for the Project shall be made directly and without offset for any other financial obligations of the Parties.

Section 7. Limitations.

This Agreement shall not affect, modify, amend, or replace the allocation of costs for treatment, capital improvements, or other services under any prior agreement between the Parties. The Parties shall continue to share costs for those services in accordance with the procedures set forth in prior agreements until they are amended or replaced. Except as modified herein, the terms of previous agreements shall continue in full force and effect.

Section 8. Indemnification.

Each Party shall indemnify, defend and hold the other Party, its officials, officers, employees, agents, consultants and contractors free and harmless from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, (“**Claims**”) in any manner arising out of or incident to any negligent acts or omissions or willful misconduct of the indemnifying Party, its officials, officers, employees, agents, consultants or contractors in the performance of the indemnifying Party’s obligations under this Agreement, including the payment of interest, penalties, reasonable attorney’s fees and expert fees, and amounts paid in settlement of any Claims.

Each Party shall give the other Party prompt written notice of any Claim coming within the scope of this Section 8. Each Party will cooperate in the investigation, defense, and settlement of any such Claim.

Section 9. Notices.

Any notice required, contemplated by, or made pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of delivery if delivered personally or five (5) calendar days after the date of mailing if sent by U.S. Mail. Written notice to the Parties shall be directed to the following:

IF TO BURLINGAME:
City of Burlingame
Attn: Public Works Director
501 Primrose Road, 2nd Fl.
Burlingame, CA 94010

--with courtesy copy to--

City of Burlingame
Attn: City Attorney
501 Primrose Road
Burlingame, CA 94010

IF TO SAN MATEO:
City of San Mateo
Attn: Public Works Director
330 W. 20th Avenue
San Mateo, CA 94403

--with courtesy copy to--

City of San Mateo
Attn: City Attorney
330 W. 20th Avenue
San Mateo, CA 94403

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have affixed their hands on the day and year first above written.

BURLINGAME:

CITY OF BURLINGAME
501 Primrose Road
Burlingame, CA 94010

Lisa K Goldman
City Manager

ATTEST:

Meaghan Hassel-Shearer
City Clerk

APPROVED AS TO FORM:

Michael Guina
City Attorney

SAN MATEO:

CITY OF SAN MATEO
330 W. 20th Avenue
San Mateo, CA 94403

Alex Khojikian
City Manager

ATTEST:

Martin McTaggart
City Clerk

APPROVED AS TO FORM:

Linh Nguyen
Assistant City Attorney

CITY OF BURLINGAME
2025 STREET RESURFACING
PROGRAM

LEGEND

- MH

WV

Asphalt Concrete

Microsurface

Concrete Paving 6" depth
- Manhole Adjustment

Water Valve Adjustment

Asphalt Concrete

Microsurface

Concrete Paving 6" depth

- XB

Blue PF Marker

AC Digout

Curb & Gutter

Sidewalk

Leveling Course, Geogrid & Overlay
- Blue PF Marker

AC Digout

Curb & Gutter

Sidewalk

Leveling Course, Geogrid & Overlay



SHEET 10

STREET:

HUMBOLDT ST

TREATMENT:

2.0" MILL, 2.0" OVERLAY, 6" DIGOUT

Total Length (L.F.):

1,640

Avg. Width (FT.):

28

Total Area (S.F.):

55,006

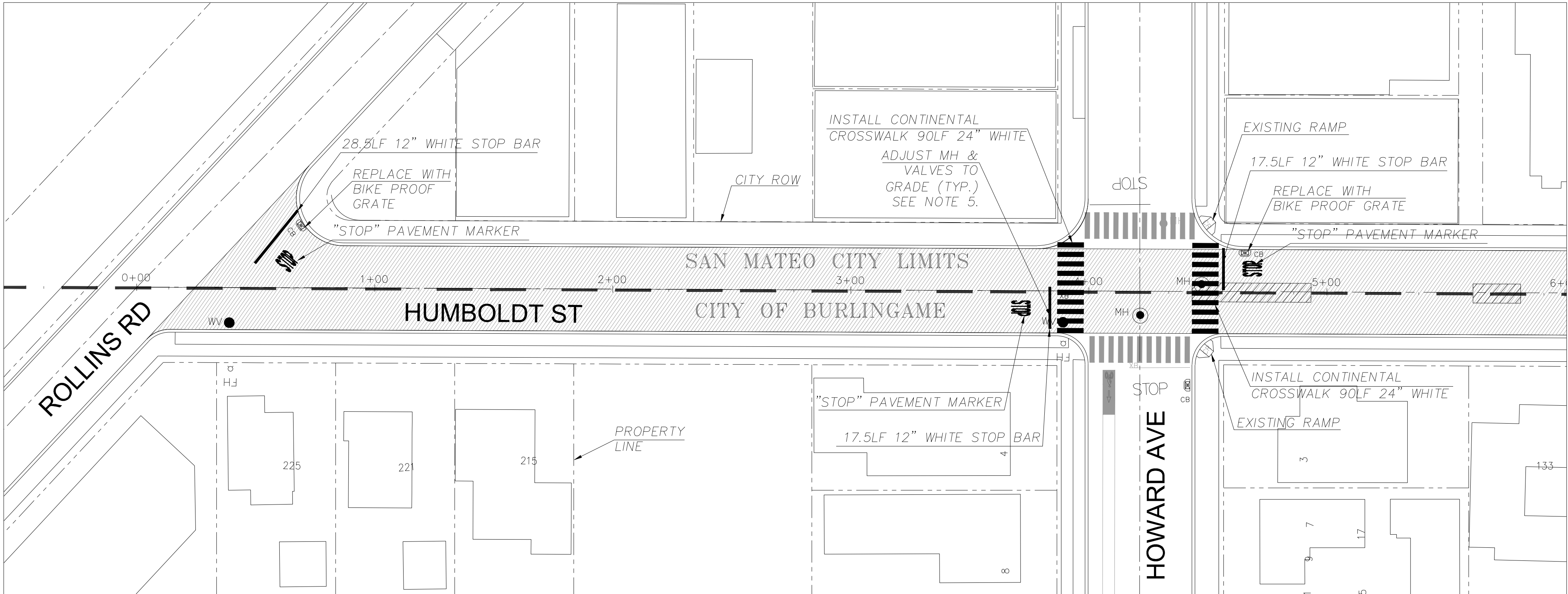
From:

ROLLINS ROAD

To:

PENINSULA AVE

	Item Description	Quantities	Unit		Item Description	Quantities	Unit
4	Asphalt Concrete (AC) Digout Repair (+250 tons allowance)	27	TON	15	Thermoplastic 6" Dashed Line & Pavement Markers (D2, D22, D27C & D29)	0	L.F.
5	Concrete Removal	0	C.Y.	16	Thermoplastic 4" Solid Line & Pavement Markers	0	S.F.
6	Aggregate Base	0	TON	17	Thermoplastic Legends & Arrows	128	S.F.
7	Asphalt Concrete Leveling and Overlay	690	TON	18	Greenback Sharrows	0	EACH
8	Cold Plane Asphalt Surface	340	C.Y.	19	Grind Existing Thermoplastic/Paint and Pavement Markers	1	L.S.
9	Adjust Manholes & Utility Boxes to Grade (2 Total)	7	EACH	20	Remove & Replace Concrete Curb & Gutter	0	L.F.
10	Adjust and Replace Water Valves, Lampholes, Cleanouts, Monuments, Etc. to Grade	3	EACH	21	Remove & Replace 6' Valley	0	L.F.
11	Fire Hydrant Pavement Markers Type Blue	2	EACH	22	Remove & Replace Storm Drain Grates with Bicycle Proof Grates	4	EACH
12	Thermoplastic 24" Solid Line	270	L.F.	23	Install (N) Loops	0	EACH
13	Thermoplastic 12" Solid Line & Pavement Markers	96	L.F.	24	Engineering Paving Fabric	0	S.Y.
14	Thermoplastic 8" Solid Line & Pavement Markers (D38)	0	L.F.	25	Install and Refresh Decomposed Granite	0	S.F.



- NOTES:
- NO CONCRETE BASE.
 - CONTRACTOR SHALL CONTACT THE CITY ARBORIST (650) 558-7300 TO TRIM TREES IF NECESSARY TO PERFORM COLD PLANE. SEE SPECIFICATIONS SECTION 20.02 REMOVAL.
 - PAVING FABRIC, ENGINEERED PAVING MAT OR OTHER CONTAMINATED MATERIAL IS LOCATED APPROXIMATELY 2" BELOW EXISTING PAVEMENT SURFACE. SEE SPECIFICATION SECTION 20.02.
 - NON-CITY UTILITY MANHOLES AND VALVES SHALL BE ADJUSTED BY OTHERS.
 - CONTRACTOR TO ADJUST WATER VALVES, SEWER LAMPHOLES AND MONUMENTS TO GRADE. SEE SPECIFICATION SECTION 21.01. MANHOLES SHALL BE ADJUSTED TO 25% OF THE TOTAL NUMBER OF MANHOLES. SEE SPECIFICATIONS SECTION 20.01.
 - ALL VALVE BOXES SHALL BE REPLACED WITH NEW PER SECTION 23.01.

"ALLOWANCE FOR ADDITIONAL AC DIGOUT REPAIR" IS NOT SHOWN ON PLANS. SEE SPECIFICATIONS SECTION 15.04 FOR DETAILS.

CITY OF BURLINGAME
2025 STREET RESURFACING
PROGRAM

LEGEND

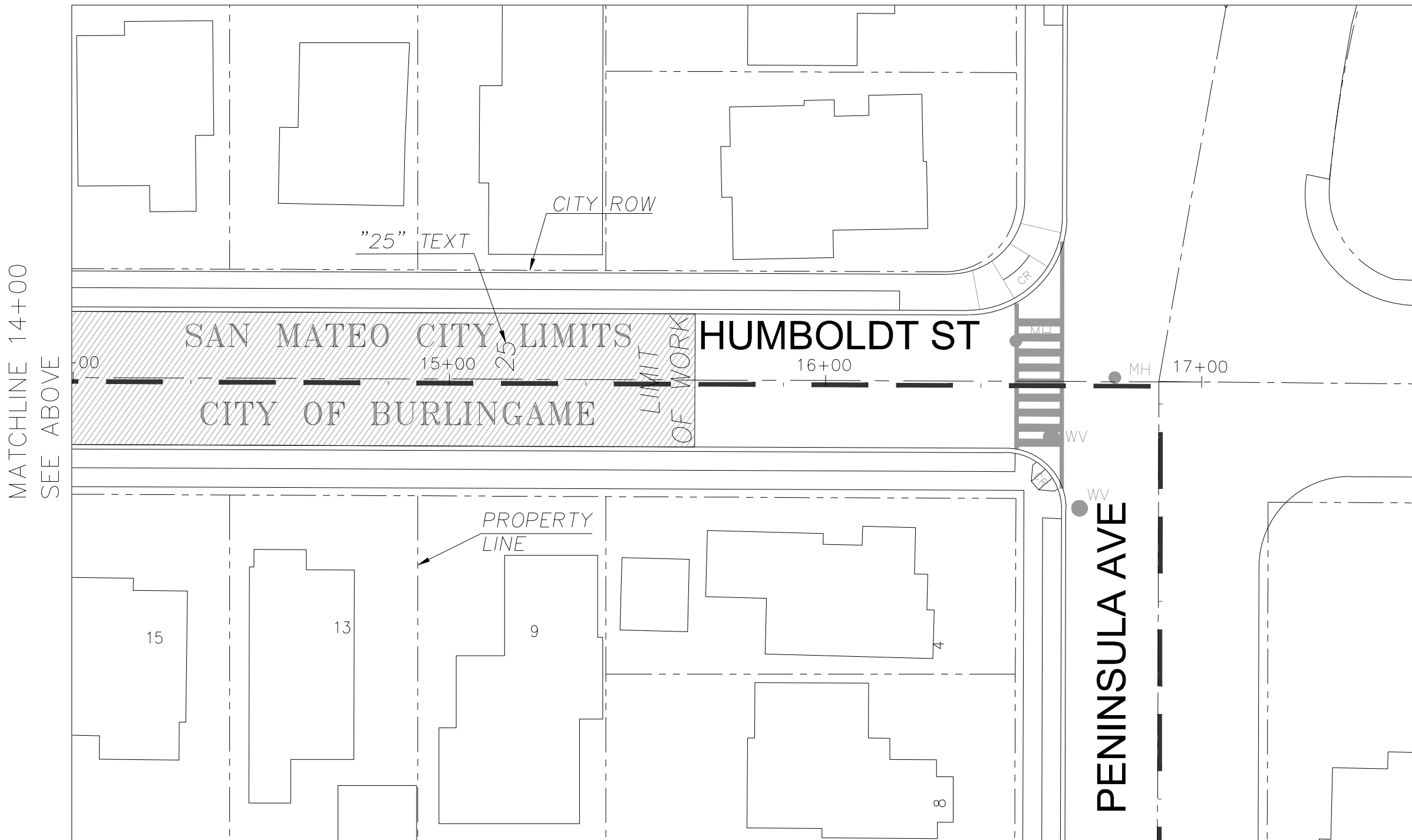
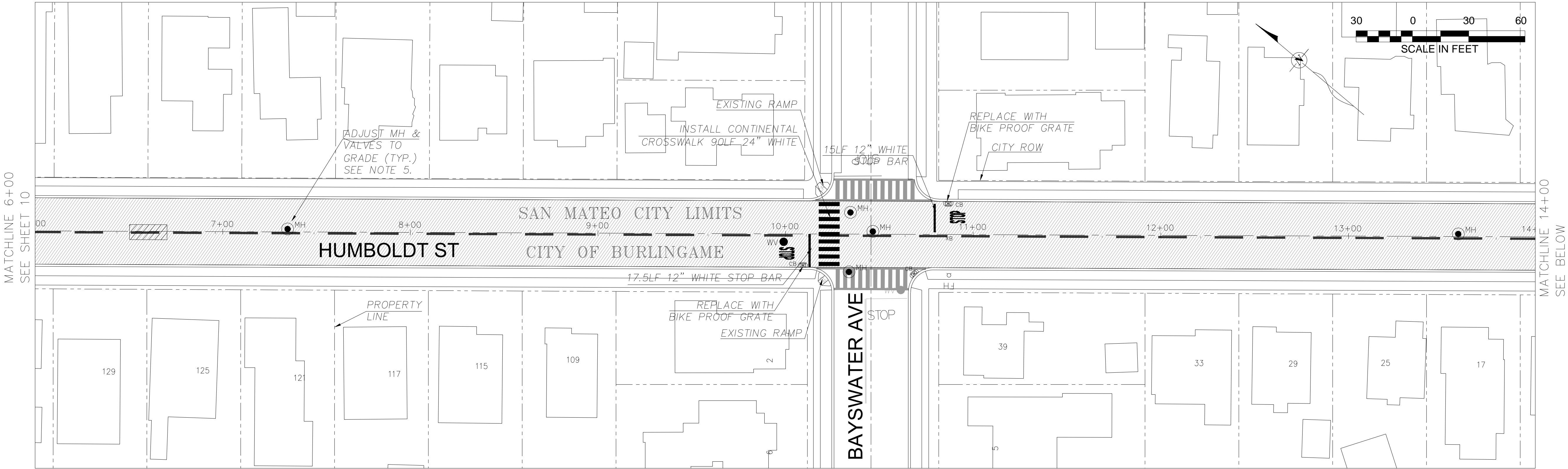
- MH Manhole Adjustment
- WV Water Valve Adjustment
- Asphalt Concrete
- Microsurface
- Concrete Paving 6" depth

- XB Blue PF Marker
- AC Digout
- Curb & Gutter
- Sidewalk
- Leveling Course, Geogrid & Overlay



STREET: HUMBOLDT ST Total Length (L.F.): 1,640 Avg. Width (FT.): 28 Total Area (S.F.): 55,006 From: ROLLINS ROAD To: PENINSULA AVE

TREATMENT: 2.0" MILL, 2.0" OVERLAY, 6" DIGOUT



- NOTES:
- NO CONCRETE BASE.
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Exhibit B
Estimated Project Costs for Cost Sharing Agreement

Bid Item	Description of Work	Unit Price	Unit	Quantity	Total Cost	San Mateo Cost
1	Mobilization and Demobilization@ 5%	\$ 7,807.59	LS	1	\$ 7,808	\$ 3,904
2	Traffic Control and Construction Signs	\$ 16,873.54	LS	1	\$ 16,874	\$ 8,437
3	Water Pollution Prevention Control	\$ 944.92	LS	1	\$ 945	\$ 472
4	6" A.C. Digout Repair	\$ 231.00	Tons	27	\$ 6,237	\$ 3,119
7	A.C. Overlay	\$ 140.00	Tons	690	\$ 96,600	\$ 48,300
8	Cold Plane A.C.	\$ 110.00	CY	340	\$ 37,400	\$ 18,700
9	Adjust Manholes & Utility Boxes to Grade	\$ 1,150.00	Each	2	\$ 2,300	\$ 1,150
10	Adjust & Replace Water Valve Boxes, Lampholes, Cleanouts, Monuments, Etc. to Grade	\$ 900.00	Each	3	\$ 2,700	\$ 1,350
11	Fire Hydrant Pavement Markers Blue	\$ 18.00	Each	2	\$ 36	\$ 18
12	Thermoplastic - 24" Solid Line	\$ 18.00	LF	270	\$ 4,860	\$ 2,430
13	Thermoplastic - 12" Solid Line	\$ 10.00	LF	96	\$ 960	\$ 480
17	Thermoplastic Legends and Arrows	\$ 9.00	SF	128	\$ 1,152	\$ 576
18	Grind Thermoplastic/Paint and Pavement Markers	\$ 809.93	LS	1	\$ 810	\$ 405
21	Bike Proof Grates	\$ 1,300.00	Each	4	\$ 5,200	\$ 2,600

Total Construction Cost		\$ 183,881	\$ 91,940
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Estimated Inspection Cost	15%	\$ 27,582.15	\$ 13,791
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Estimated Staff Time and Testing	5%	\$ 9,194.05	\$ 4,597
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Construction Contingency	15%	\$ 27,582.15	\$ 13,791
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Total Project Cost		\$ 248,000.00	\$ 124,000
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1 Notes

This estimate does not include the final total amount. The total amounts will be unknown until the Project is completed. It is understood that the total sum to be reimbursed to Burlingame by San Mateo shall be determined from the actual costs incurred by Burlingame to construct those certain improvements on behalf of San Mateo.