



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: May 10, 2016

Subject: Right of Way Services, City of Saratoga, Quito Road Bridge Replacements Project

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chair of the Board of Supervisors to execute, on behalf of the County, the Real Property Services Agreement, including modified indemnification language, to provide right of way services to the City of Saratoga for the Quito Road Bridge Replacements Project, for payment to the County in an amount not to exceed \$40,000, City of Saratoga area.

FISCAL IMPACT:

100% City of Saratoga funds

BACKGROUND:

The City requires a variety of right-of-way services for its bridge replacement project, but has no right of way staff and desires to contract with the County for these services. The agreement includes a mutual indemnification provision. Each party will be required to indemnify the other party for any claims that arise from the indemnifying party's acts, errors, or omissions in the performance of that party's obligations under the agreement.

Under the Real Property Services Agreement, with modified indemnification language

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY

☐ RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: **05/10/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor

Candace Andersen, District II
Supervisor

Mary N. Piepho, District III Supervisor

Karen Mitchoff, District IV Supervisor

Federal D. Glover, District V
Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: May 10, 2016

David Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Jessica Dillingham,
(925) 313-2224

By: Stacey M. Boyd, Deputy

cc:

(Agreement), Public Works Department Real Estate staff will

BACKGROUND: (CONT'D)

perform various right-of-way services, including but not limited to right of way appraisal review; negotiations; land rights document preparation and right of way acquisition; right of way project management; title and escrow support; right of way certification; and supervision of independent contractors providing such services; and any related work as required. The City will pay the County for those services based on the County's labor costs, up to the payment limit of the Agreement. If the payment limit is reached and/or additional services are necessary, the parties would need to amend the Agreement. The Agreement is attached.

CONSEQUENCE OF NEGATIVE ACTION:

The City will not be able to contract for the County's right of way services.

ATTACHMENTS

City of Saratoga, RW Service Agreement