AGREEMENT

BETWEEN THE CITY OF MENLO PARK AND
WEST BAY SANITARY DISTRICT

2014-2015 RESURFACING OF FEDERAL AID ROUTES PROJECT STPL 5273 (023)
PAVEMENT RESTORATION ON WOODLAND AVENUE

This Agreement, entered into this 25th day of September, 2014 by and between the City of Menlo Park, a Municipal Corporation of the State of California, hereinafter called "CITY" and West Bay Sanitary District, a private agency of the State of California hereinafter called "WEST BAY";

WITNESSETH:

WHEREAS, the CITY will resurface certain streets in its 2014-2015 Resurfacing of Federal Aid Routes Project, hereinafter "Resurfacing Project"; and

WHEREAS, WEST BAY is replacing a sanitary sewer main on a section of Woodland Avenue between Laurel Avenue and Pope Street that overlaps with Resurfacing Project; and

WHEREAS, WEST BAY Contractor has completed the sewer replacement work on said section of Woodland Avenue but have not completed the pavement restoration work.

WHEREAS, WEST BAY, to avoid delays to the CITY’s Resurfacing Project, requested the City to have the CITY’s contractor perform the pavement restoration work in their behalf. In return, WEST BAY shall reimburse the CITY for the actual cost of said pavement restoration work.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties hereto, as follows:

1. The CITY shall include the pavement restoration work, more particularly shown in Exhibit "A", as part of the City’s Resurfacing Project in which C.F. Archibald Paving Inc. is the Contractor.

2. WEST BAY agrees to reimburse the CITY for the total cost incurred by the CITY for performing the work requested by WEST BAY. The estimated cost for WEST BAY’S work is twenty four thousand and three hundred thirty eight dollars ($24,338). Said total cost includes six percent (6%) to reimburse the CITY for engineering and administrative expenses. Details of the cost are shown on Exhibit "B" attached. It is understood that the total sum to be reimbursed to the CITY shall be determined from actual costs to the CITY to perform the pavement restoration work plus six percent (6%) for administrative
and engineering expenses. It is agreed that the CITY shall transmit to WEST BAY an invoice for the actual amount of work completed by the contractor and the value thereof for payment. Upon receipt of the invoice, WEST BAY agrees to reimburse the City within ten (10) working days for the work completed.

3. No change orders for WEST BAY'S portion of the work will be added without WEST BAY'S written consent.

4. WEST BAY shall have the option to exclude work specified herein from the CITY'S contract. If WEST BAY elects to exercise said option, WEST BAY shall notify the CITY in writing.

5. WEST BAY shall indemnify and hold harmless the CITY from all claims, suits, or action 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 WEST BAY or WEST BAY'S failure to perform obligations required of WEST BAY under this Agreement.

The CITY shall indemnify and hold harmless WEST BAY from all claims, suits or action 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 CITY or CITY'S failure to perform obligations required of the CITY under this Agreement.

The duty to indemnify and hold harmless includes duties to defend as set forth in Section 2778 of the California Civil Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

"WESTBAY" WEST BAY SANITARY DISTRICT

By: ____________________________
    Manager

"CITY" CITY OF MENLO PARK

By: ____________________________
    Jesse T. Quirion, Interim Public Works Director

Attest: City Clerk
EXHIBIT A

Trench Pavement Restoration
A-A Typical Section

RESTORATION = (264 + 214) 11.7
AREA = 5,593 SF
= 5,100 SF

CITY OF MENLO PARK
ENGINEERING DIVISION
WOODLAND AVENUE STRIPING PLAN
2014-2015 RESURFACING OF FEDERAL AID ROUTES
EXHIBIT B

PAVEMENT RESTORATION ON WOODLAND AVENUE BETWEEN LAUREL AVENUE AND POPE STREET

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grind sanitary sewer trench line 12 feet wide to a depth of 3 inches and place 3 inches thick of compacted 3/4&quot; asphalt concrete</td>
<td>5,600 SF</td>
<td>$4.10/SF</td>
<td>$22,960</td>
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<tr>
<td>Engineering and Administration (6 %)</td>
<td></td>
<td></td>
<td>$1,378</td>
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<td></td>
<td></td>
<td></td>
<td>To Reimburse: $24,338</td>
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</tbody>
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