AGREEMENT

BETWEEN THE CITY OF MENLO PARK
AND
O’CONNOR TRACT CO-OPERATIVE WATER COMPANY

2014-2015 RESURFACING OF FEDERAL AID ROUTES PROJECT STPL 5273 (023)
RAISING OF WATER VALVE COVERS TO GRADE

This Agreement, entered into this 16th day of October, 2014 by and between the City of Menlo Park, a Municipal Corporation of the State of California, hereinafter called "CITY" and O’Connor Tract Co-Operative Water Company, a private agency of the State of California hereinafter called "O’CONNOR TRACT";

W I T N E S S E T H:

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

WHEREAS, all utility water valve covers within the construction limit need to be raised to grade; and

WHEREAS, O’CONNOR TRACT would like the work to raise the water valve covers to grade to be done by CITY’S contractor;

WHEREAS, the list of O’CONNOR TRACT valve covers needed to be raised to grade is shown on the Exhibit "A" attached;

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

1. The CITY will include in the contract the above mentioned work to raise all O’CONNOR TRACT valve covers to grade as more particularly shown in Exhibit "A".
2. The City has awarded the contract to C.F. Archibald Paving, Inc., the lowest responsible bidder, for the complete construction project, including said adjustment of water valve covers.

3. O'CONNOR TRACT agrees to reimburse the CITY for the total cost incurred by the CITY for performing the work requested by O'CONNOR TRACT. The estimated cost for O'CONNOR TRACT'S work is four hundred and seventy-seven dollars ($477.00). Said total cost includes six percent (6%) to reimburse the CITY for engineering and administrative expenses. Details of the cost are shown on Exhibit "A" attached. It is understood that the total sum to be reimbursed to the CITY shall be determined from actual costs to the CITY to raise the sanitary water valve covers to grade plus six percent (6%) for administrative and engineering expenses. It is agreed that the CITY shall transmit to O'CONNOR TRACT invoice for the actual amount of work completed by the contractor and the value thereof for payment. Upon receipt of the invoice, O'CONNOR TRACT agrees to reimburse the City within ten (10) working days for the work completed.

4. No change orders for O'CONNOR TRACT portion of the work will be added without O'CONNOR TRACT written consent.

5. O'CONNOR TRACT shall have the option to exclude work specified herein from the CITY'S contract. If O'CONNOR TRACT elects to exercise said option, O'CONNOR TRACT shall notify the CITY in writing.

6. It is understood and O'CONNOR TRACT agrees that upon completion of the work specified under this agreement, and mutual acceptance by the parties hereto,
maintenance responsibilities for the improvements installed under this agreement shall vest in O'CONNOR TRACT.

7. O'CONNOR TRACT 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 O'CONNOR TRACT or O'CONNOR TRACT'S failure to perform obligations required of O'CONNOR TRACT under this Agreement.

The CITY shall indemnify and hold harmless O'CONNOR TRACT 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.

8. O'CONNOR TRACT shall inspect and approve the raising of all water valve covers to grade and all work shall conform to the approved plans, details and specifications.
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.

"O'CONNOR TRACT"          O'CONNOR TRACT CO-OPERATIVE WATER COMPANY

By ________________________
Manager

"CITY"                      CITY OF MENLO PARK

By ________________________
Jesse T. Quirion, Interim Public Works Director

Attest: Pam Aquila, City Clerk
EXHIBIT "A"

NUMBER OF O’CONNOR TRACT CO-OPERATIVE
UTILITY COVERSTO BE ADJUSTED TO GRADE

2014-2015 RESURFACING OF FEDERAL AID ROUTES PROJECT
FEDERAL PROJECT NUMBER: STPL 5273 (023)

<table>
<thead>
<tr>
<th>STREET</th>
<th>FROM</th>
<th>TO</th>
<th>O’Connor Tract Covers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chilco Street</td>
<td>Ravenswood Ave.</td>
<td>Before the RxR</td>
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</tr>
<tr>
<td>Olive Street</td>
<td>Santa Cruz Ave.</td>
<td>Middle Ave.</td>
<td>0</td>
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<tr>
<td>University Drive</td>
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<td>Partridge Ave.</td>
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<tr>
<td>Woodland Ave.</td>
<td>Laurel St.</td>
<td>Pope Ave.</td>
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</tr>
<tr>
<td>Woodland Ave.</td>
<td>Menalto Ave.</td>
<td>Oak Court</td>
<td>2</td>
</tr>
</tbody>
</table>

X price per each: $225.00

TOTAL: $450.00
Add 6% Administration / Engineering: $27.00

APPROXIMATE TOTAL COST: $477.00

NOTE: The water valve cover adjustment is approximate and may increase or be reduced when actual field work is done.