

2010

**AGREEMENT**  
**BETWEEN THE CITY OF MENLO PARK**  
**AND**  
**WEST BAY SANITARY DISTRICT**  
**SANTA CRUZ AVENUE SIDEWALK PROJECT**  
**RAISING OF SANITARY UTILITY COVERS TO GRADE**

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This Agreement, entered into this 22<sup>nd</sup> day of November, 2016 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 Santa Cruz Avenue Sidewalk Project;  
and

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

WHEREAS, WEST BAY would like the work to raise the sanitary utility covers to grade to be done by CITY'S contractor;

WHEREAS, the list of WEST BAY'S utility 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 WEST BAY sanitary utility covers to grade as more particularly shown in Exhibit "A".
2. The City has awarded the contract to J.J.R. Construction, Inc., the lowest responsible bidder, for the complete construction project, including said adjustment of utility covers.
3. 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 seven thousand four hundred twenty and zero cents (\$7,420.00). 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 utility covers to grade plus six percent (6%) for administrative and engineering expenses. It is agreed that the CITY shall transmit to WEST BAY the 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.
4. No change orders for WEST BAY'S portion of the work will be added without WEST BAY'S written consent.
5. 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.

6. It is understood and WEST BAY 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 WEST BAY.
  
7. 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.

8. WEST BAY shall inspect and approve the raising of all sanitary utility 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.

"WEST BAY"

WEST BAY SANITARY DISTRICT

By  \_\_\_\_\_  
Manager

"CITY"

CITY OF MENLO PARK

By  \_\_\_\_\_  
Justin I. C. Murphy, Department Head



# SANTA CRUZ AVENUE SIDEWALK

## PROJECT LOCATION MAP

