

AGREEMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

**Contract #:**

This Agreement, entered into this 14 day of July, 2017 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 2017 Street Resurfacing 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 interstate Grading and Paving 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 forty seven thousand two hundred twenty three dollars (\$47,223) 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 SANITARY DISTRICT:

Phil Scott
Signature

6-20-17
Date

Phil Scott
Name

District Manager
Title

946 000 903
Tax ID#

APPROVED AS TO FORM:

William L. McClure
William L. McClure, City Attorney

6/27/17
Date

CITY OF MENLO PARK:

Alex D. McIntyre
Signature

6/27/17
Date

Alex D. McIntyre
Name

City Manager
Title

ATTEST:

Jean Berardi, DEPUTY
City Clerk, City of Menlo Park

7/13/17
Date

EXHIBIT "A"

NUMBER OF WEST BAY SANITARY UTILITY COVERS TO BE ADJUSTED TO GRADE
2017 STREET RESURFACING PROJECT

CITY PROJECT No. 20-010

STREET	FROM	TO	MANHOLE COVERS	CLEANOUT COVERS
Alice Lane	University Dr.	End	1	
Almanor Ave.	Ivy Dr.	Newbridge Ave.	1	
Bay Laurel Dr.	San Mateo Dr.	Hermosa Way	4	
Burgess Dr.	Laurel St.	Alma St.	2	
Campbell Lane	Branner Dr.	Campbell Lane (end)	1	
Campo Bello Court	Campo Bello Lane	Campo Bell Court (end)		
Chilco St.	Ivy Dr (Henderson)	Newbridge St. (Windermere)	2	
College Ave.	University Dr.	El Camino Real	8	
Cotton St.	Cotton Place	Middle Ave.	4	
Del Norte Alley	Del Norte Ave.	End of Alley	1	
Fanita Way	Oakdell Dr.	Fanita Way (end)	2	
Garden Lane	San Mateo Dr. NW (end)	San Mateo Dr. SE (end)	1	
Green St.	Menalto Ave.	City Limits	-	
Haight St.	Menalto Ave.	North End of Haight St.	2	
Hamilton Ave.	Almanor Ave.	Chilco St.	2	
Harkin Ave.	Altschul Ave.	City Limits	3	
Harmon Dr.	Bay Road	Lorelei Lane	3	
Kent Place	Waverly St.	Kent Place (end)	2	
Lassen Dr.	Whitney Dr.	196 ' S. of Whitney Dr.	1	
Linfield Place	Linfield Dr.	Linfield Place	1	
Menlo Ave.	University Dr.	West End	2	
Oak Knoll Lane	Oak Dell Dr.	School Driveway	3	

STREET	FROM	TO	MANHOLE COVERS	CLEANOUT COVERS
Pineview Lane	Elder Ave	End	1	
Santa Cruz Access Road	Orange Ave	Olive St.	-	
Scott Dr.	Marsh Road	Bohannon Dr.	7	
Sevier Ave.	Pierce Road	Newbridge St.	1	
Sharon Park Dr.	Sand Hill Road	Sharon Rd.	-	
Sunrise Court	Campo Bello Lane	Sunrise Court (end)	1	
Timothy Lane	Bay Road	Peggy Lane	2	
Warner Range Ave.	Sharon Park Dr.	Monte Rosa Dr.	1	
Waverley St.	Linfield Dr.	Laurel St	6	
Independence Dr.	Constitution Dr.	Chrysler Ave.	4	
Santa Cruz Ave.	Olive St.	University Dr.	30	

99

Price per each: \$450.00 \$300.00

SUB-TOTAL: \$44,550.00 \$ \$

TOTAL: \$2,673.00 \$ \$

GRAND-TOTAL: **\$47,223.00**

Add 6% Administration / Engineering:

NOTE: The Manhole and Cleanout covers count is approximate and may increase or be reduced when actual field work is done.