

AGREEMENT

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



Contract #: 002735

This Agreement, entered into this 24 day of July, 2019 by and between the City of Menlo Park, a Municipal Corporation of the State of California, hereinafter called "CITY" and American Telephone and Telegraph Company, a private agency of the State of California hereinafter called "AT&T";

WITNESSETH

WHEREAS, the CITY will resurface certain streets in its 2019 Street Resurfacing Project; and

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

WHEREAS, AT&T would like the work to raise the utility covers to grade to be done by CITY'S contractor;

WHEREAS, the list of AT&T 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 AT&T utility covers to grade as more particularly shown in Exhibit "A".
2. The City has awarded the contract to O'Grady Paving Inc., the lowest responsible bidder, for the complete construction project, including said adjustment of utility covers.
3. AT&T agrees to reimburse the CITY for the total cost incurred by the CITY for performing the work requested by AT&T. The estimated cost for AT&T'S work is two thousand one hundred twenty dollars (\$2,120.00). 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 AT&T the invoice for the actual amount of work completed by the contractor and the value thereof for payment. Upon receipt of the invoice, AT&T agrees to reimburse the City within ten (10) working days for the work completed.
4. No change orders for AT&T'S portion of the work will be added without AT&T'S written consent.
5. AT&T shall have the option to exclude work specified herein from the CITY'S contract. If AT&T elects to exercise said option, AT&T shall notify the CITY in writing.
6. It is understood and AT&T 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 AT&T.
7. AT&T 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 AT&T or AT&T'S failure to perform obligations required of AT&T under this Agreement.

The CITY shall indemnify and hold harmless AT&T 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. AT&T shall inspect and approve the raising of all 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

AT&T:

Signature

7/24/2019

Date

NESTOR MAURICIO

Name

MANAGER - OSP ENGINEERING DESIGN

Title

Tax ID#

APPROVED AS TO FORM:

For William L. McClure, City Attorney

7/30/19

Date

FOR CITY OF MENLO PARK:

Justin I. C. Murphy, Deputy City Manager

7/24/19

Date

ATTEST:

Judi A. Herren, City Clerk

7/30/19

Date

EXHIBIT "A"
NUMBER OF AT&T MANHOLE COVERS TO BE ADJUSTED TO GRADE
2019 STREET RESURFACING PROJECT

CITY PROJECT No. 20-010

Street No.	STREET	FROM	TO	Manholes
1	Trinity Dr NB	580' N of Klamath Dr	Tioga Dr	-
2	Eastridge Ave	Sharon park Dr	Monte Rosa Dr	-
3	Harkins Ave	City Limit	Altschul Ave	-
4	Grace Dr	Oakdell Dr	End of Grace Dr	-
5	Hillview Place	Hillview Dr	Hillview Place End	-
6	San Mateo Ave	Santa Cruz Ave	Middle Ave	-
7	Wallea Dr	San Mateo Dr. S end	San Mateo Dr N end	-
8	Cathy Place	Wallea Dr	Cathy Place End	-
9	Valparaiso Dr	Cotton St	Victoria Dr	-
10	Alma St	Mielke Dr	Burgess Dr	-
11	Shirley Wy	Gilbert Ave	End of Shirley Wy	-
12	Hollyburne Ave	Bay Rd	Van Buren Rd	-
13	Sonoma Ave	Bay Rd	Oakwood Place	-
14	Marsh Rd	Bay Road	Bohannon Dr	-
15	Bohannon Rd	Campbell Ave	Marsh Rd	1

16	Bohannon Rd	1110' S of Scott Dr	Campbell Ave	1
17	Bieber Ave	Plumas Dr	Market Place	-
18	Market Pl	Ivy Dr	Alpine Ave	-
19	Market Place	Ivy Dr	Pierce Rd	-
20	Hamilton Dr	Modoc Ave	Almanor Ave	-
21	O'brien Dr	Casey Ct	Willow Rd	-
22	Bellair Wy	Avy Ave	City limit	-
23	Harkins Ave	Alameda de Las Pulgas	City limit	-
24	Santa Monica Ave	95 East of San Luis Dr	San Clemente	-
25	Henderson Ave	Newbridge St	Ivy Dr End	-
26	Noel Dr	Ravenswood Ave	Laurel St	-
27	Tioga Dr	Continental Dr	Lassen Dr	-

Total: 2

Price per each: \$ 1,000.00

SUB-TOTAL: \$2,000.00

Add 6% Administration / Engineering: \$ 120.00

TOTAL: \$2,120.00