

SAN JOSE WATER COMPANY (U168W)
San Jose, California

Original
Canceling _____

Cal. P.U.C. Sheet No. 844-W
Cal. P.U.C. Sheet No. _____

Form No. 19

WATER FACILITIES CONSTRUCTION CONTRACT
REDEVELOPMENT AGENCY OF THE CITY OF SAN JOSE

PLEASE REFER TO TARIFF BOOK FOR SAMPLE FORM

(To be inserted by utility)

Issued by

(To be inserted by Cal. P.U.C.)

Advice No. 257

Fred R. Meyer

Date Filed Oct 01 1993

Vice President,

Effective Dec 20 1993

Dec. No. _____

Regulatory Affairs

Resolution No. _____

TITLE

SAN JOSE WATER COMPANY
(U-168-W)

FORM 19
WATER FACILITIES CONSTRUCTION CONTRACT
REDEVELOPMENT AGENCY OF THE CITY OF SAN JOSE

THIS AGREEMENT ("Agreement") is made and entered into this day of _____, 19 ____, by and between the Redevelopment Agency of the City of San Jose, a public body, corporate and politic ("Agency"), and San Jose Water Company, a California corporation ("Company").

RECITALS

A. The Agency is presently engaged in the _____ which includes the construction of the _____.

B. The Agency has requested that the Company install certain water facilities ("Facilities") in conjunction with said project; the Facilities being described, basically, as follows:

C. Company provides water service to the area in question and the parties hereto have agreed to enter into a contract to provide for the Facilities.

NOW, THEREFORE, for and in consideration of the promises, covenants, agreements and provisions contained herein, it is agreed as follows:

1. Agency Deposit. Agency shall deposit the amount of _____ (\$_____) with Company to cover the total estimated cost of installing the Facilities in accordance with the following cost estimate breakdown supplied by Company:

TOTAL \$ _____

2. Installation of Facilities. Company agrees to install all facilities and perform all necessary construction in order to install the Facilities which are substantially as shown on that

certain map attached hereto, marked Exhibit A, and by this reference made a part hereof.

Work on the installation of the Facilities shall begin as soon as practicable following the receipt of Agency's payment and notice to proceed, and after Company has obtained necessary permits, authorizations, and materials. Following commencement of work on the Facilities, Company agrees to diligently prosecute such work until completion. The Facilities shall be constructed in a good and workmanlike manner subject to and pursuant to all of Company's standards and inspection requirements.

Agency agrees to install at its cost approved backflow protection as follows: _____

Agency has requested that the Company install the Facilities and provided that Company installs the Facilities in a proper, good and substantial manner, then Agency takes full responsibility for their placement and adequacy for intended present and future use.

3. Final Cost Disbursements. The actual cost of the installation of the Facilities will be determined upon completion of the job. If the actual cost of constructing the Facilities exceeds the Agency Deposit, Agency agrees to pay the difference in cost to Company within 30 days from the date of receipt of invoice from Company. If the actual cost is less than the Agency Deposit, Company will refund to Agency the difference in cost.

4. Title to Facilities. Title to each part or a portion of the Facilities save and except for any City of San Jose hydrant to be installed or relocated hereunder shall vest in Company immediately upon the installation of each such part or portion regardless of whether the part or portion shall be attached to the balance of Company's system. Agency agrees to use its best efforts to assist Company in obtaining any and all permits, franchises, or other governmental authorizations which may be required for operation or installation of the Facilities.

Company has not examined or otherwise determined title or obtained easements or other access for installation and/or maintenance of the Facilities. Agency represents that it has sufficient right, title and interest in all properties where the Facilities are to be installed or will secure same at its cost and hold Company harmless therefrom.

Agency hereby grants Company permission to install and maintain its meter(s) and meter box(es) on the property of Agency.

5. Operation of Facilities. Upon completion of the Facilities, the Facilities shall constitute a part of Company's system and at all times thereafter be used, operated, maintained and managed by Company as a part of such system in accordance with Company's applicable rates and rules on file with and authorized from time to time by the California Public Utilities Commission.

6. Notices. Any notice which may be required to be given in connection with this Agreement shall be deposited in the U.S. Mail and addressed to the party to whom the notice is given at the following addresses:

Agency: Redevelopment Agency of the City
of San Jose
Attn: _____

San Jose, California _____

Company: San Jose Water Company

San Jose, California _____

7. Assignment. This Agreement may not be assigned by Company without the written consent of Agency, which consent may be withheld in the sole and absolute discretion of Agency.

8. Successors and Assigns. Subject to the provisions of Section 7 above, this Agreement shall inure to the benefit and shall bind the respective Successors and Assigns of the parties hereto.

9. Jurisdiction of Public Utilities Commission. This Agreement shall be at all times subject to such changes and modifications by the Public Utilities Commission of the State of California as Commission may from time to time direct in the exercise of its jurisdiction

10. Indemnification. Company agrees to indemnify and hold Agency harmless from and against any and all damages from injury to persons or property caused by Company in the construction, reconstruction, repairs, maintenance or operation of the Facilities.

Agency hereby agrees to reimburse Company for any additional costs incurred by the Company due to delays, damages, repairs or reconstruction of old or new facilities caused by acts, omissions or scheduling problems of Agency or any of its subcontractors working on this project.

APPROVED AS TO FORM

Redevelopment Agency of the
City of San Jose
By _____

San Jose Water Company
By _____
Vice President

By _____
Secretary