

**AGREEMENT BY AND BETWEEN THE CITY OF ALBANY AND THE EAST BAY
MUNICIPAL UTILITY DISTRICT FOR CONSTRUCTION OF A 8-INCH RECYCLED
WATER PIPELINE ALONG BUCHANAN STREET AND MARIN AVENUE**

THIS AGREEMENT FOR CONSTRUCTION OF A 8-INCH RECYCLED WATER PIPELINE ALONG BUCHANAN STREET AND MARIN AVENUE FROM PIERCE STREET TO SAN PABLO AVENUE IN THE CITY OF ALBANY ("Agreement") is made and entered into this _____ day of _____, 2012, by and between the EAST BAY MUNICIPAL UTILITY DISTRICT ("EBMUD"), a municipal utility district organized and existing under the laws of the State of California and the CITY OF ALBANY ("City").

RECITALS

WHEREAS, the City is engaged in the Buchanan/Marin Bikeway Project to install bikeway facilities on Buchanan Street and Marin Avenue between Pierce Street and San Pablo Avenue in the City of Albany, hereinafter called the "PROJECT";

WHEREAS, the construction of the PROJECT would facilitate EBMUD to install an 8-inch diameter polyvinyl chloride (PVC) recycled water pipeline ("RW Pipeline") under the bikeway facilities along Buchanan Street and Marin Avenue from Pierce Street to San Pablo Avenue;

WHEREAS, EBMUD and the City have agreed to the construction of approximately 2,200 feet of this new RW Pipeline in conjunction with City's PROJECT;

WHEREAS, EBMUD designed the RW Pipeline as detailed in Attachment A;

WHEREAS, EBMUD and the City see a mutual benefit in consolidating the construction of the City's PROJECT with the installation of EBMUD's RW Pipeline;

WHEREAS, EBMUD and the City recognize that a timely and cost-effective way for execution of the PROJECT is for the City to require its contractor to install the RW Pipeline, in coordination with and subject to inspection and approval by EBMUD, by including requirements for construction of the RW Pipeline as separate bid item, Item No. 1.74 - 8" EBMUD Reclaimed Water Line, in the City's bid for the PROJECT and as detailed in Attachment B;

WHEREAS, City opened bids for the PROJECT and will award a contract for the construction of the Buchanan/Marin Bikeway, Pierce St. to San Pablo Ave., Cit of Albany Contract No. 12-2 (the "Contract") to a low bidder (Contractor), which includes Bid Item No. 1.74 . 8" EBMUD Reclaimed Water Line, total bid price to perform excavation, traffic control and stormwater pollution prevention, and installation of the RW Pipeline as detailed in Attachment B,

WHEREAS, City requires that EBMUD pay for the cost of RW Pipeline construction, and EBMUD agrees to reimburse City for RW Pipeline construction as detailed in Attachment B;

WHEREAS, the EBMUD Board of Directors authorized this agreement by Motion Number 129-12 on October 9, 2012.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the City and EBMUD mutually agree as follows:

1. Contract Administration and Inspection. The City shall administer the Contract, and shall provide inspection and construction management for the PROJECT. The City shall coordinate RW Pipeline inspection with EBMUD staff in order for EBMUD to verify compliance with the RW Pipeline drawings and requirements detailed in Attachment A.
2. Construction Management. The City shall be responsible for the PROJECT, and shall provide construction management for the PROJECT. The City shall administer the construction management contract and be responsible for reviewing, approving, and processing any progress payments or fees associated with construction of the RW Pipeline.
3. Scope of Work, Costs, and Contingencies. The diameter and alignment of RW Pipeline, which totals an estimated 2,200 lineal feet, are detailed in Utility Plan Sheets 1 to 6, U-01 to U-06 of the Contract as included in Attachment A. The total construction cost for RW Pipeline will not exceed \$79,200, which as listed below, to include the total construction cost per Bid Item No. 1.74 bid price for the RW pipeline plus \$7,200 reimbursement to the City for administration of the RW Pipeline item. The location of RW Pipeline is based on the City's bikeway facilities plans. In coordination with EBMUD, and subject to EBMUD's approval, the location may need to be adjusted based on unforeseen underground utilities found in the street during construction. EBMUD will reimburse the City for additional costs associated with adjusting the location of RW Pipeline deemed necessary by the City and EBMUD. The RW Pipeline construction cost will not exceed \$72,000 without further advanced written approval by EBMUD, which approval shall not be unreasonably withheld.

<u>Item</u>	<u>Cost to complete</u>
Bid Item 1.74 8" EBMUD Reclaimed Water Line price	\$72,000
City administration cost (10% of bid price)	\$ 7,200
Total =	\$79,200

4. Payments for RW Pipeline. EBMUD shall reimburse the City for costs as delineated above, in accordance with this Agreement. Upon commencement of construction, the City shall provide EBMUD the cost of the RW Pipeline and progress invoices documenting actual costs incurred by the Contractor for the RW Pipeline construction. EBMUD shall reimburse the City for the costs set forth in the invoice within 30 days of the date a proper invoice is mailed to EBMUD by the City. Within 60 days of EBMUD's final acceptance of the RW Pipeline construction, the City shall submit to EBMUD a final invoice. EBMUD shall reimburse the City for the costs set forth in a proper final invoice within 30 days of the date the final invoice is mailed by the City. EBMUD shall have no obligation to the City for any other Project costs. In the event that the final cost of the RW Pipeline is less than the Schedule B total price bid, EBMUD shall not be obligated to pay the City more than the actual cost of the RW Pipeline and if EBMUD pays more than the actual cost of the RW Pipeline, the City shall reimburse EBMUD the difference.

5. Accounting. EBMUD shall pay the City for costs for the RW Pipeline in interim payments on the basis of work completed, as such is shown complete by the City on invoices submitted to EBMUD. The City shall be responsible for all accounting associated with construction of the RW Pipeline, as part of its PROJECT. The City shall maintain accurate and complete records of all expenses throughout the construction period. These records shall be retained by the City for four (4) years from the date of final invoice and shall be available for inspection by EBMUD. The City shall be solely responsible for verifying certified payroll records, as required by law, and for complying with all requirements of the California Department of Industrial Relations.
6. Indemnification. It is understood and agreed that neither EBMUD nor any of its officers or employees thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City or its Contractor under or in connection with any work, authority or jurisdiction delegated to the City under this Agreement and relating to the PROJECT. It is understood and agreed that, pursuant to Government Code Section 895.4, the City shall defend, indemnify and save harmless EBMUD, and all EBMUD officers and employees from all claims, suits or action of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the City or its Contractor under or in connection with its performance of this Agreement. Said indemnity relates to among other things, liability for inverse condemnation, nuisance, or trespass arising out of, or in connection with the Project, including the construction, inspection and maintenance thereof.

It is understood and agreed that neither the City nor any City officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by EBMUD under or in connection with any work, authority or jurisdiction delegated to EBMUD under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, EBMUD shall defend, indemnify and save harmless the City, and all City officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by EBMUD under or in connection with its performance of this Agreement. Said indemnity includes liability for defects in design of the RW Pipeline.

Nothing in this Agreement is intended to affect the legal liability of either party as to third parties by imposing any standard of care different from the standard of care imposed by law.

7. Use, Ownership, Maintenance and Repair of the RW Pipeline. After completion of the construction of the RW Pipeline by the City and upon verification that the work complies with the PROJECT drawings and specification and acceptance by EBMUD, the RW Pipeline shall be considered an integral component of EBMUD's distribution system, and its location and extent will be reflected on EBMUD's as-built records, which will be shared with the City and other entities as needed for utility coordination purposes for future underground work that may impact the RW Pipeline. EBMUD shall be responsible for all future maintenance costs of the RW Pipeline and any expenses resulting from damage to the RW Pipeline caused by its own actions, such as to gain access to the RW Pipeline to

repair a leak or main break, or by natural disasters. To the extent that other utilities cause damage to the RW Pipeline, in connection with their own work along the Buchanan/Marin Bikeway, those utilities shall be responsible for repairing the RW Pipeline under EBMUD's direction and supervision.

8. Coordination Efforts and Representatives. The City and EBMUD agree that the successful execution of the PROJECT is dependent upon full and complete cooperation of the parties and their representatives. Therefore, each party agrees to use its best and diligent good faith efforts to perform its obligation in a timely manner. The City recognizes that EBMUD will be working in the City's Contractor to complete the construction of the RW Pipeline including inspection, pressure testing, etc. to ensure proper installation. The City shall use its best efforts to coordinate the Project site activities to mitigate possible conflicts between EBMUD personnel and its contractor.

9. Notices. The City and EBMUD shall each designate a representative to be responsible for receiving and delivering notices of any kind, obtaining information and stating the position of the respective party on any decision required by a party. The City and EBMUD agree to use their best efforts to maintain the same individuals as representatives throughout the period of construction of the RW Pipeline with a view towards the expeditious completion of the PROJECT. All notices and correspondence to be delivered under this Agreement shall be delivered personally or mailed via first class US mail, postage prepaid to the addresses set forth below, or as may be otherwise be required by notice from one party to the other. Notices personally delivered shall be deemed delivered on the date of personal delivery; notices mailed shall be deemed delivered 5 days after deposit in the U.S. mail.

CITY

EBMUD

For Project Management Purposes:

Beth Pollard, City Manager
City of Albany
1000 San Pablo Avenue
Albany, CA 94706
Phone: (510) 528-5710
bpollard@albanyca.org

Linda Hu, Senior Civil Engineer
Office of Water Recycling
East Bay Municipal Utility District
P.O. Box 24055, MS #407
Oakland, CA 94623
Phone: (510) 287-1691
lhu@ebmud.com

For Construction Coordination Purposes:

Ana Bernardes, PE
Civil Engineer - Project Manager
City of Albany – Public Works
548 Cleveland Ave.
Albany, CA 94710
Phone: (510) 524-3751
abernardes@albanyca.org

An Bartlett, Associate Civil Engineer
Office of Water Recycling
East Bay Municipal Utility District
P.O. Box 24055, MS #407
Oakland, CA 94623
Phone: (510) 287-2060
abartlett@ebmud.com

10. City's Schedule for construction of the PROJECT. The City's contract for construction of the PROJECT is scheduled to be awarded on October 15, 2012. Installation of the RW Pipeline is scheduled to start in November 1, 2012, with completion scheduled for June 30, 2013.
11. Terms of Agreement. This Agreement shall be effective upon execution by all parties and except as to the obligations called out in Paragraphs 6 and 7 of this Agreement, which shall survive in perpetuity, shall be terminated upon construction completion of the RW Pipeline, EBMUD's acceptance of the RW Pipeline, and the receipt by the City of EBMUD's final payment for RW Pipeline as identified in this Agreement.
12. Jurisdiction. This Agreement and all matters relating to it shall be governed by and enforced in accordance with the laws of the State of California.
13. Modifications. This Agreement may only be modified or amended by the mutual, written agreement of both parties.
14. Assignment, Successors. This Agreement is not assignable, and shall be binding upon and inure to the benefit of the successors and assigns of the parties.
15. Integration. This Agreement contains the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior understandings or agreements, oral or written, regarding the subject matter of this Agreement.
16. City's right to reject bids and cancel PROJECT. The City retains the right under this Agreement in its sole and absolute discretion to reject all bids and not proceed with the construction of the RW Pipeline if the PROJECT is cancelled. In the event the City decides not to proceed with the PROJECT, the City shall in no event be liable to EBMUD for any purpose or under any theory, but the City shall remit to EBMUD any payments previously made to the City by EBMUD.
17. EBMUD's right to cancel. EBMUD retains the right to cancel this Agreement except that so long as the City complies with the terms of this Agreement, EBMUD's right to cancel this Agreement shall terminate on the date the City enters into the Contract.
18. Interpretation. The Parties to this Agreement acknowledge that they have had the benefit of counsel prior to entering into this Agreement and have relied upon the legal advice of counsel. Each party further represents that the terms and conditions of this Agreement have been completely explained and that the terms and conditions were voluntarily accepted and agreed to by each party. The Parties further acknowledge that they have entered into this Agreement voluntarily, without coercion, based on their own judgment, and not in reliance on any representation or promise made by the other party other than those contained herein.

19. Negotiated Agreement. This Agreement and each of the provisions hereof, is the product of negotiations between the Parties and their respective attorneys. Each of the Parties hereto expressly acknowledges and agrees that this Agreement shall not be deemed to have been prepared by or drafted by any particular party hereto. The rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
20. Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
21. Time is of the Essence. In the performance of this Agreement, time is of the essence.

Attachments:

- Attachment A: Project vicinity map and EBMUD recycled water pipeline alignment as shown in Utility Plan Sheets 1 to 6, U-01 to U-06, Sheets 29 to 34 of 78, Buchanan/Marin Bikeway, Pierce St. to San Pablo Ave., City of Albany, Contract No. C12-2
- Attachment B: Bid results with bid price for Bid Item No. 1.74. 8" EBMUD Reclaimed Water Line, Buchanan/Marin Bikeway, Pierce St. to San Pablo Ave., City of Albany Contract No. C12-2

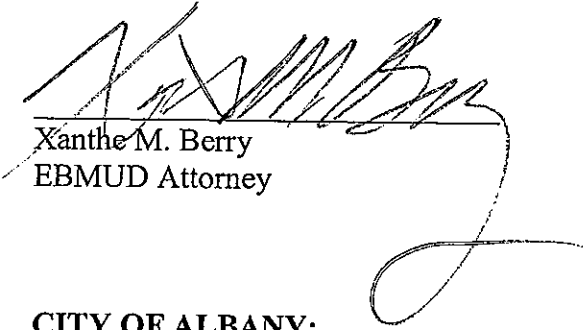
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

EAST BAY MUNICIPAL UTILITY DISTRICT:

Richard G. Sykes
Water Nature Resources Director

Date: _____

Approved as to form and legality for EBMUD:



Xanthe M. Berry
EBMUD Attorney

Date: _____

CITY OF ALBANY:

Beth Pollard
City Manager

Date: _____

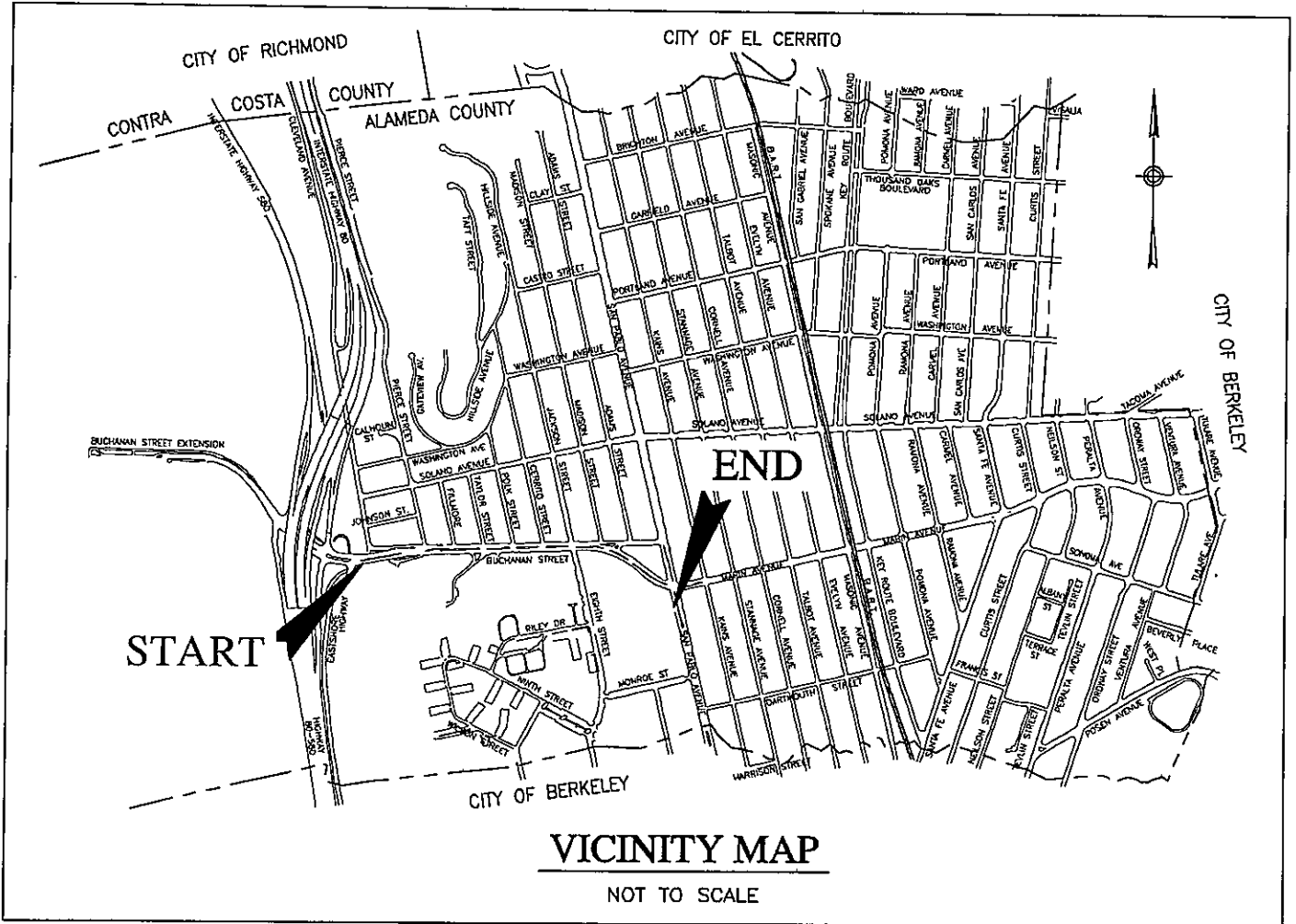
Approved as to form and legality for City of Albany:

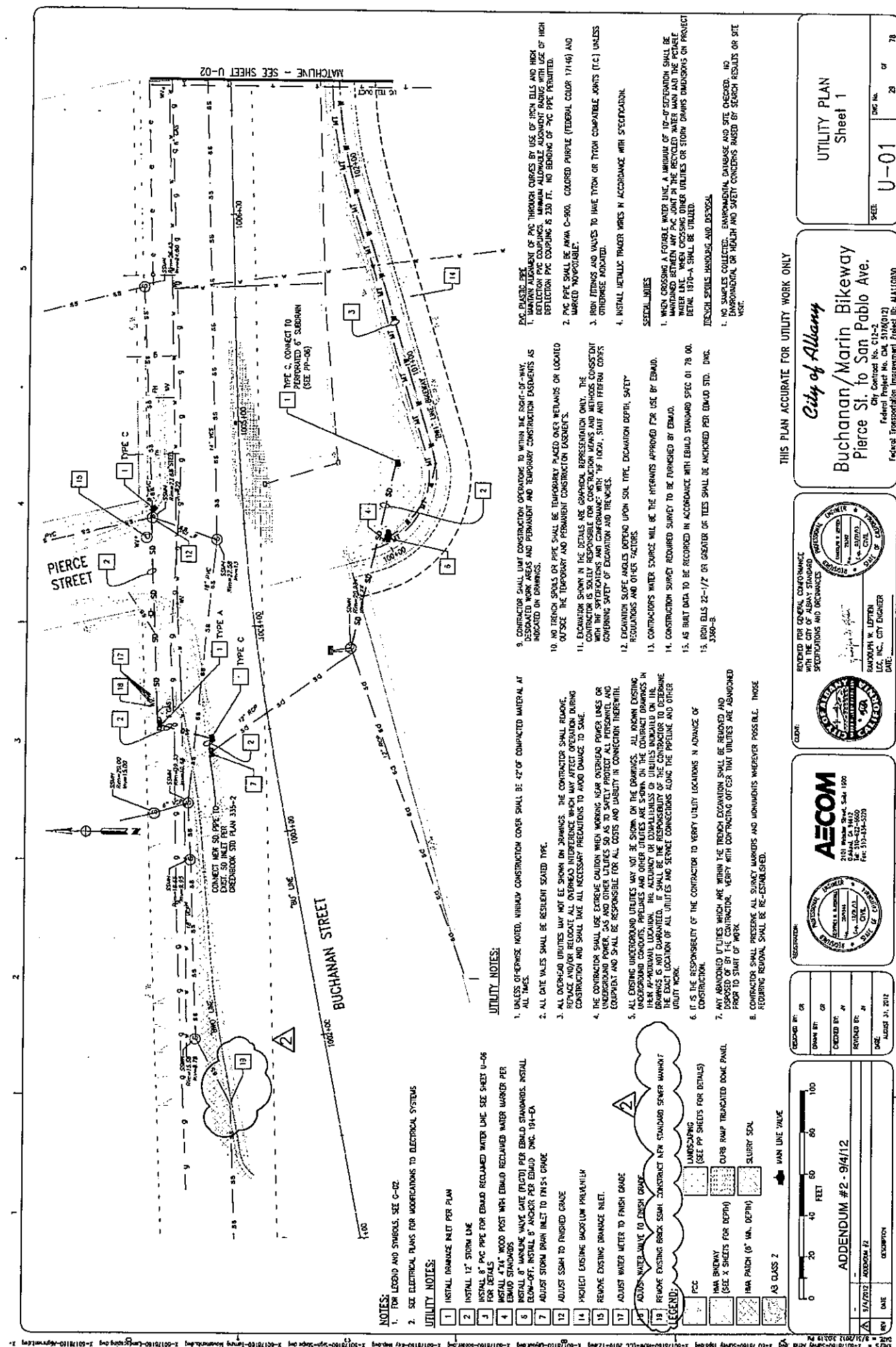
Craig Labadie
City Attorney

Date: _____

ATTACHMENT A

Project Vicinity Map & EBMUD Recycled Water Pipeline Alignment
as shown in Utility Plan Sheets 1 to 6, U-01 to U-06, Sheets 29 to 34 of 78 of the City of Albany, Buchanan/Marin Bikeway, Pierce St. to San Pablo Ave., Contract No. C12-2





NOTES:

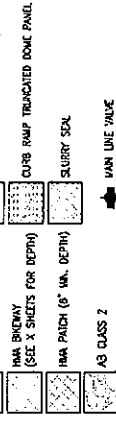
1. FOR LEGEND AND SYMBOLS, SEE C-02
2. SEE ELECTRICAL PLANS FOR MODIFICATIONS TO ELECTRICAL SYSTEMS

UTILITY NOTES:

1. INSTALL DRAINAGE INLET PER PLAN
2. INSTALL 12" STORM LINE
3. INSTALL 6" PVC PIPE FOR EBMUD RECLAIMED WATER LINE SEE SHEET U-06 FOR DETAILS
4. INSTALL 4"x4" WOOD POST WITH EBMUD RECLAIMED WATER MARKER PER EBMUD STANDARDS
5. INSTALL 8" WAVELENGTH VALVE (ATE) PER EBMUD STANDARDS. INSTALL GUN-OFF, INSTALL 6" ANCHOR PER EBMUD DMC 194-CA
6. ADJUST STORM DRAIN INLET TO FINISH GRADE
7. ADJUST SSMH TO FINISHED GRADE
12. PROTECT EXISTING BACKFLOW PREVENTER
13. REMOVE EXISTING DRAINAGE INLET
14. ADJUST WATER METER TO FINISH GRADE
15. REMOVE EXISTING BACKFLOW PREVENTER
16. REMOVE EXISTING DRAINAGE INLET
17. ADJUST WATER METER TO FINISH GRADE
18. ADJUST WATER METER TO FINISH GRADE
19. REMOVE EXISTING BRICK SSMH. CONSTRUCT NEW STANDARD SSMH MANHOLE PER EBMUD STANDARDS. CONSTRUCT NEW STANDARD SSMH MANHOLE PER EBMUD STANDARDS.

LEGEND:

- PVC
- HMA BIKWAY (SEE X SHEETS FOR DETAILS)
- HMA PATCH (8" DIA. DEPTH)
- A3 CLASS 2
- MANHOLE (SEE PP SHEETS FOR DETAILS)
- CURB RAMP TRACED DOME PANEL (SEE X SHEETS FOR DETAILS)
- SLURRY SEAL



REV	DATE	DESCRIPTION
1	5/1/2012	ADDENDUM #2

ADDENDUM #2 - 9/4/12

UTILITY NOTES:

1. UNLESS OTHERWISE NOTED, MINIMUM CONSTRUCTION COVER SHALL BE 42" OF COMPACTED MATERIAL AT ALL TIMES.
2. ALL DATE VALES SHALL BE RESILIENT GATED TYPE.
3. ALL OVERHEAD UTILITIES MAY NOT BE SHOWN ON DRAWINGS. THE CONTRACTOR SHALL REMOVE, REPAIR, AND/OR RELOCATE ALL OVERHEAD INTERFERENCE WHICH MAY AFFECT OPERATION DURING CONSTRUCTION AND SHALL TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO SAME.
4. THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING NEAR OVERHEAD POWER LINES OR UNDERGROUND POWER, GAS AND OTHER UTILITIES SO AS TO SAFELY PROTECT ALL PERSONNEL AND EQUIPMENT AND SHALL BE RESPONSIBLE FOR ALL COSTS AND LIABILITY IN CONNECTION THEREWITH.
5. ALL EXISTING UNDERGROUND UTILITIES MAY NOT BE SHOWN ON THE DRAWINGS. ALL KNOWN EXISTING UNDERGROUND CONDUITS, PIPELINES AND OTHER UTILITIES ARE SHOWN ON THE CONTRACT DRAWINGS IN THEIR APPROXIMATE LOCATION. THE ACCURACY OR UNRELIABILITY OF UTILITIES INDICATED ON THE DRAWINGS IS NOT GUARANTEED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE LOCATION OF ALL UTILITIES AND SERVICE CONNECTIONS ALONG THE PIPELINE AND OTHER UTILITY WORK.
6. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY UTILITY LOCATIONS IN ADVANCE OF CONSTRUCTION.
7. ANY ABANDONED UTILITIES WHICH ARE WITHIN THE TRENCH EXCAVATION SHALL BE REMOVED AND EXPOSED BY THE CONTRACTOR. VERIFY WITH CONTRACTING OFFICER THAT UTILITIES ARE ABANDONED PRIOR TO START OF WORK.
8. CONTRACTOR SHALL PRESERVE ALL SURVEY MARKERS AND MONUMENTS WHEREVER POSSIBLE. THOSE REQUIRING REVISION SHALL BE RE-ESTABLISHED.

9. CONTRACTOR SHALL LIMIT CONSTRUCTION OPERATIONS TO WITHIN THE RIGHT-OF-WAY, DEDICATED WORK AREAS AND PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS AS INDICATED ON DRAWINGS.
10. NO TRENCH SPOLS OR PIPE SHALL BE TEMPORARILY PLACED OVER NETWORKS OR LOCATED OUTSIDE THE TEMPORARY AND PERMANENT CONSTRUCTION EASEMENTS.
11. EXCAVATION SHOWN IN THIS DRAWING IS FOR CONSTRUCTION REPRESENTATION ONLY. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CONSENT WITH THE SPECIFICATIONS AND CONFORMANCE WITH THE LOCAL, STATE AND FEDERAL GOVERNMENTS GOVERNING SAFETY OF EXCAVATION AND TRENCHES.
12. EXCAVATION SHOVELS SHOULD OPERATE UPON SOIL TYPE, EXCAVATION DEPTH, SAFETY REQUIREMENTS AND OTHER FACTORS.
13. CONTRACTOR'S WATER SOURCE WILL BE THE HYDRANTS APPROVED FOR USE BY EBMUD.
14. CONSTRUCTION SURVEY REQUIRED SURVEY TO BE FINISHED BY EBMUD.
15. AS BUILT DATA TO BE RECORDED IN ACCORDANCE WITH EBMUD STANDARD SPEC 01 78 00.
16. IRON BILTS 22-1/2" OR GREATER OF TIES SHALL BE ANCHORED PER EBMUD STD. DWG. 3380-3.

17. PVC PLASTIC PIPE
18. MAINTAIN ALIGNMENT OF PVC THROUGH CURVES BY USE OF IRON BILTS AND HIGH DEFLECTION PVC COUPLINGS. MINIMUM ALLOWABLE ALIGNMENT RADIUS WITH USE OF HIGH DEFLECTION PVC COUPLING IS 250 FT. NO BENDING OF PVC PIPE PERMITTED.
19. PVC PIPE SHALL BE HMA C-900, COLORED PURPLE (FEDERAL COLOR 17146) AND MARKED "NON-POSSIBLE".
20. HIGH FITTINGS AND VALVES TO HAVE TYTON OR TYTON COMPATIBLE JOINTS (T.C.) UNLESS OTHERWISE INDICATED.
21. INSTALL METALLIC TRACER WIRES IN ACCORDANCE WITH SPECIFICATION.

SEE UTILITIES

1. WHEN CROSSING A FOUABLE WATER LINE, A MINIMUM OF 18" OF SEPARATION SHALL BE MAINTAINED BETWEEN ANY PVC JOINT IN THE RECYCLED WATER MAIN AND THE FOUABLE WATER LINE. WHEN CROSSING OTHER UTILITIES OR STORM DRAINS DIMENSIONS ON PROJECT DETAIL 1970-4 SHALL BE UTILIZED.
2. IRON BILTS, SPILLS, HANDS, AND DISCS
3. NO SAMPLES COLLECTED. ENVIRONMENTAL DATABASE AND SITE CHECKED. NO EMPLOYEES ON HOUR AND SAFETY CONCERNS RAISED BY SEARCH RESULTS OR SITE VISIT.

THIS PLAN ACCURATE FOR UTILITY WORK ONLY

UTILITY PLAN
Sheet 1
U-01
SHEET 23 OF 78

City of Albany
Buchanan/Marin Bikeway
Pierce St. to San Pablo Ave.
City Contract No. 512-2
Federal Project No. DAK-5176(012)
Federal Transportation Improvement Project ID: ALA10030

RECORDED FOR GENERAL CONFORMANCE WITH THE CITY OF ALBANY STANDARD SPECIFICATIONS AND ORDINANCES

REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
NO. 52070
DATE: 5/1/2012

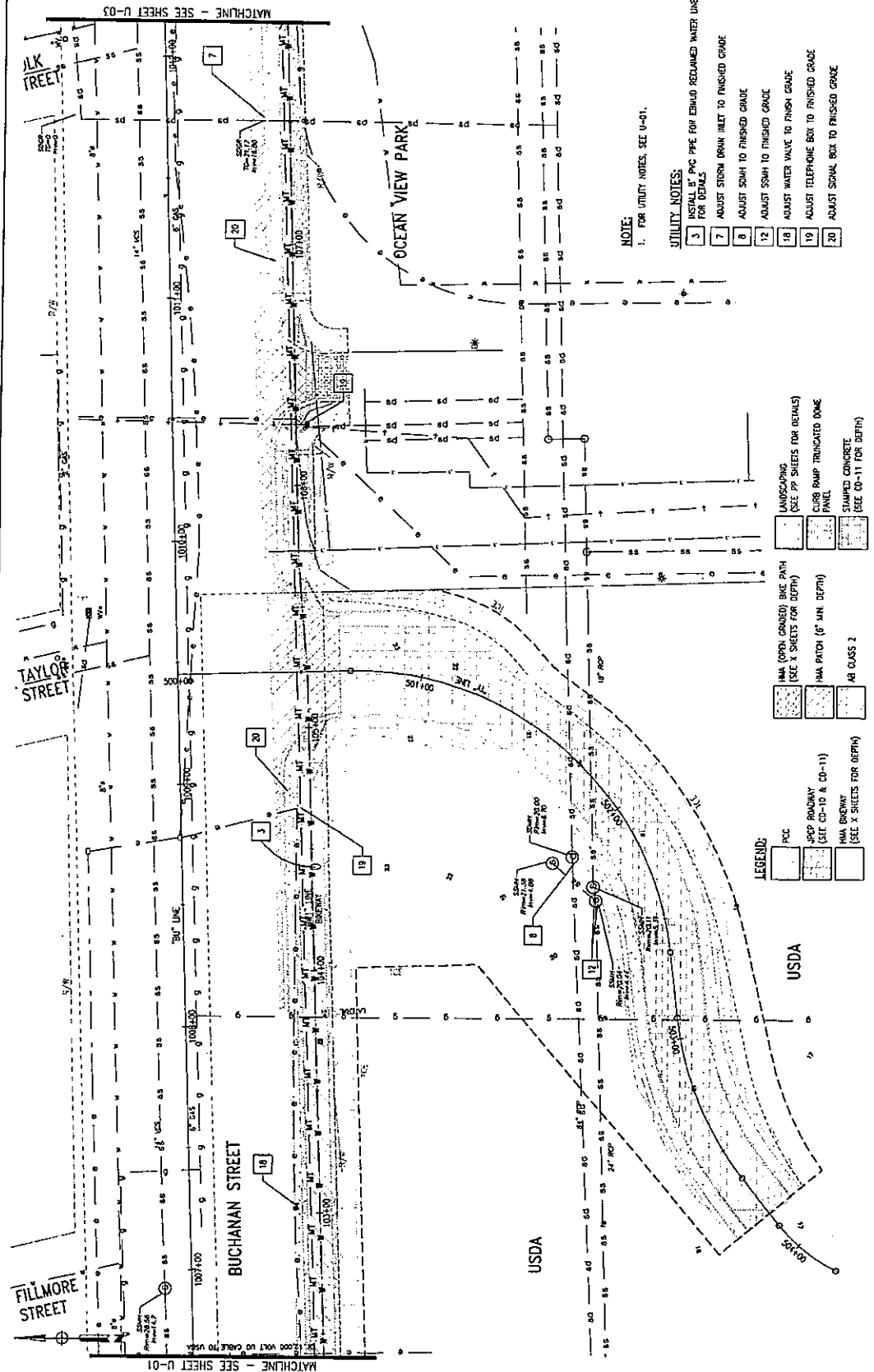
RAJESH K. LEPKIN
LIC. INC. CITY ENGINEER

AECOM

2101 BRANDBURG DRIVE, SUITE 100
DUBLIN, CA 94568
TEL: 916-481-5500
FAX: 916-481-5501

REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
NO. 52070
DATE: 5/1/2012

RECORD BY: []
DRAWN BY: []
CHECKED BY: []
REVISION BY: []
DATE: 5/1/2012



NOTE:
1. FOR UTILITY NOTES, SEE U-01.

UTILITY NOTES:

- 2. INSTALL 8" PVC PIPE FOR EXHIBIT REQUIRED WATER LINE SEE SHEET U-06 FOR DETAILS
- 7. ADJUST STORM DRAIN INLET TO FINISHED GRADE
- 8. ADJUST SIGNAL TO FINISHED GRADE
- 12. ADJUST SIGNAL TO FINISHED GRADE
- 18. ADJUST WATER VALVE TO FINISH GRADE
- 19. ADJUST TELEPHONE BOX TO FINISHED GRADE
- 20. ADJUST SIGNAL BOX TO FINISHED GRADE

LEGEND:

- PCP
- POP ROADWAY (SEE CD-10 & CD-11)
- HMA DRIVEWAY (SEE X SHEETS FOR DETAILS)
- HMA (OPEN GRADED) BIKE PATH (SEE X SHEETS FOR DETAILS)
- HMA PATCH (6" MIN. DEPTH)
- AR CLASS 2
- LANDSCAPING (SEE PP SHEETS FOR DETAILS)
- CURB RAMP TRUNCATED DOME PANEL
- STAMPED CONCRETE (SEE CD-11 FOR DETAILS)

THIS PLAN ACCURATE FOR UTILITY WORK ONLY

REVIEWED FOR GENERAL CONFORMANCE WITH THE CITY OF ALBANY STANDARD SPECIFICATIONS AND ORDINANCES

CLINT

REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
NO. 51023
DATE: 11/17/12

REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
NO. 51023
DATE: 11/17/12

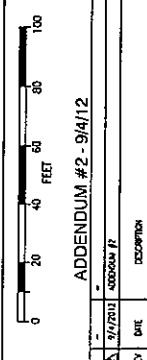
REVISIONS:

NO.	DATE	DESCRIPTION
1	11/17/12	ISSUED BY: OR
2	11/17/12	CHANGED BY: OR
3	11/17/12	REMOVED BY: Y
4	11/17/12	ADDED BY: Y

ADDENDUM #2 - 9/4/12

REVISIONS:

NO.	DATE	DESCRIPTION
1	9/4/12	ISSUED BY: OR
2	9/4/12	CHANGED BY: OR
3	9/4/12	REMOVED BY: Y
4	9/4/12	ADDED BY: Y



UTILITY PLAN
Sheet 2

SHEET: U-02

DWG. NO. 30 OF 70

City of Albany
Buchanan/Marin Bikeway
Pierce St. to San Pablo Ave.
City Contract No. C12-2
Federal Project No. CMA 376(072)
Federal Transportation Improvement Project ID: A4110389

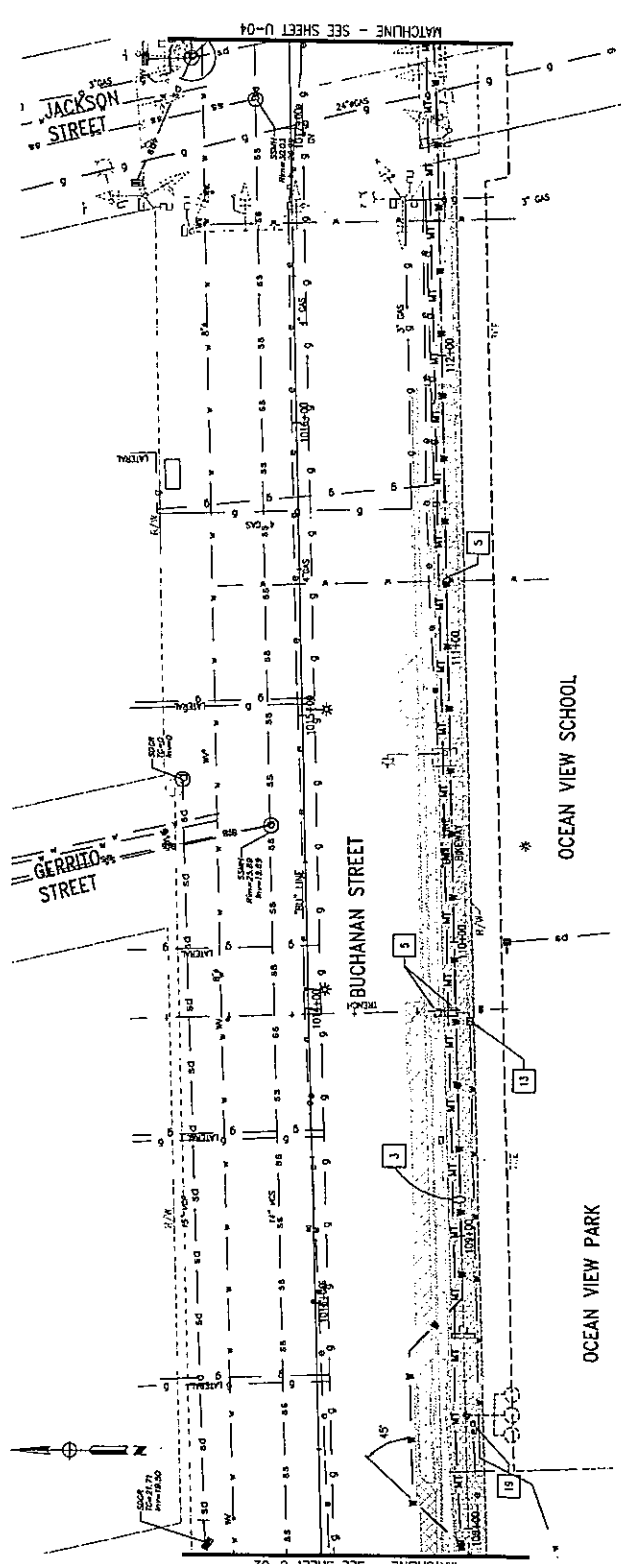
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
NO. 51023
DATE: 11/17/12

REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
NO. 51023
DATE: 11/17/12

AECOM
200 West Street, Suite 1000
Albany, CA 94706
Tel: 510-531-3300
Fax: 510-531-3300

REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
NO. 51023
DATE: 11/17/12

REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
NO. 51023
DATE: 11/17/12



NOTE:
FOR UTILITY NOTES, SEE U-01.

- LEGEND
- 1. PCC
 - 2. HMA PATCH (6" MIN. DEPTH)
 - 3. AS CLASS 2
 - 4. LANDSCAPING (SEE P SHEETS FOR DETAILS)
 - 5. HMA (OPEN-GRADED) BIKEWAY (SEE X SHEETS FOR DEPTH)

UTILITY NOTES:

- 1. INSTALL 8" PVC PIPE FOR EMERALD RETAINED WATER LINE. SEE SHEET U-05 FOR DETAILS.
- 2. ADJUST WATER VALVES TO FINISHED GRADE.
- 3. ADJUST IRRIGATION BOX TO FINISHED GRADE.

THIS PLAN ACCURATE FOR UTILITY WORK ONLY

UTILITY PLAN
Sheet 3

SHEET: U-03 DWG. NO. 31 OF 78

City of Albany
Buchanan / Marin Bikeway
Pierce St. to San Pablo Ave.
City Contract No. C12-2
Federal Project No. DCL 5178(012)
Federal Transportation Improvement Program Project ID: A4110030

REVIEWED FOR GENERAL CONFORMANCE WITH THE CITY OF ALBANY STANDARD SPECIFICATIONS AND ORDINANCES

PROFESSIONAL ENGINEER
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

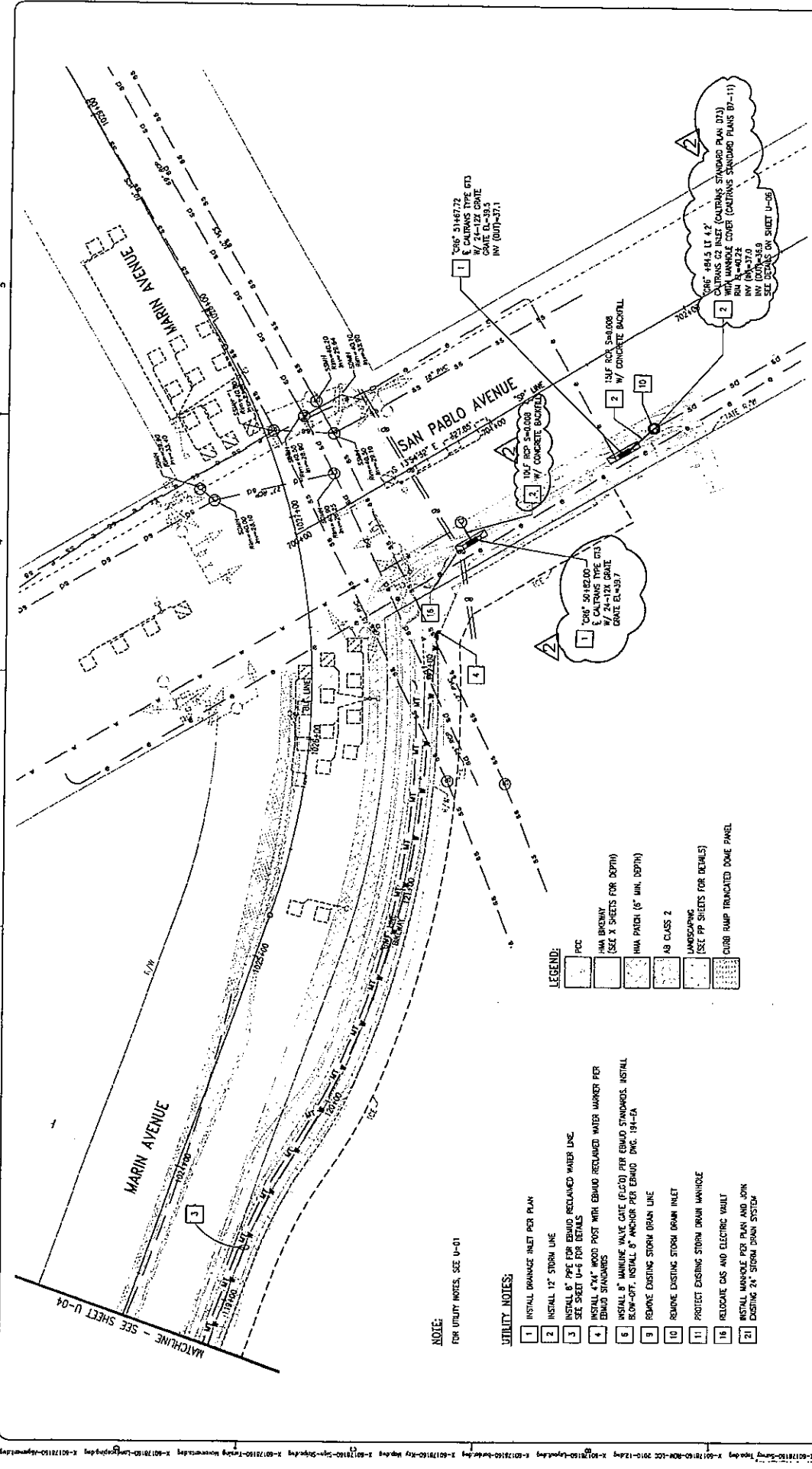
DATE: _____

AECOM
2111 Webster Street, Suite 1100
Berkeley, CA 94702
Tel: 415-861-3000
Fax: 415-861-3000

REGISTERED PROFESSIONAL ENGINEER
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

DESIGNED BY: CR	DATE: _____
CHECKED BY: JF	DATE: _____
REVIEWED BY: JF	DATE: _____
DATE: AUGUST 31, 2012	

SCALE: 1" = 40'	0	20	40	60	80	100
DATE: 9/17/2012	ADDENDUM #2	DESCRIPTION:				
DATE: 9/17/2012	ADDENDUM #2	DESCRIPTION:				



NOTE:
FOR UTILITY NOTES, SEE U-01

UTILITY NOTES:

- 1 INSTALL DRAINAGE INLET PER PLAN
- 2 INSTALL 12" STORM LINE
- 3 INSTALL 6" PIPE FOR EBWD RECLAIMED WATER USE
SEE SHEET U-6 FOR DETAILS
- 4 INSTALL 4"x4" WOOD POST WITH EBWD RECLAIMED WATER WALKER PER
EBWD STANDARDS
- 5 INSTALL 8" MANHOLE WALK GATE (EG-10) PER EBWD STANDARDS. INSTALL
BELOW-GF. INSTALL 6" WALKER PER EBWD DMC 19-4-04
- 6 REMOVE EXISTING STORM DRAIN LINE
- 7 REMOVE EXISTING STORM DRAIN INLET
- 8 PROTECT EXISTING STORM DRAIN MANHOLE
- 9 RELOCATE GAS AND ELECTRIC VAULT
- 10 INSTALL MANHOLE PER PLAN AND JOIN
EXISTING 24" STORM DRAIN SYSTEM

LEGEND:

- PCB
- HMA BIKEWAY
(SEE X SHEETS FOR DEPTH)
- HMA PATCH (6" MIN. DEPTH)
- AS CLASS 2
- LANDSCAPING
(SEE PP SHEETS FOR DETAILS)
- CURB RAMP TRUNCATED DOME PANEL

THIS PLAN ACCURATE FOR UTILITY WORK ONLY

UTILITY PLAN
Sheet 5
U-05
SHEET 33 OF 78

City of Albany
Buchanan/Marin Bikeway
Pierce St to San Pablo Ave.
Federal Transportation Improvement Project ID: ALA11.00.50

REVIEWED FOR GENERAL CONFORMANCE
WITH THE CITY OF ALBANY STANDARD
SPECIFICATIONS AND ORDINANCES
DATE: 11/14/12
RANDOLPH W. LEPPEN
L.L.C., INC., CITY ENGINEER

AECOM
100 CALIFORNIA STREET, SUITE 1100
SAN FRANCISCO, CA 94111
TEL: 415-774-6600
FAX: 415-774-6600

DESIGNED BY: CR
DRAWN BY: CR
CHECKED BY: JY
REVIEWED BY: JY
DATE: AUGUST 11, 2012

SCALE: 1" = 20'
0 20 40 60 80 100 FEET
ADDENDUM #2 - 9/4/12
DATE: 9/4/12
BY: JY
CHECKED BY: JY
DATE: 9/4/12

ATTACHMENT B

Bid results & price for Bid Item No. 1.74 – 8” EBMUD Reclaimed Water Line
Contract No. C12-2, Buchanan/Marin Bikeway, Pierce St. to San Pablo Ave,
City of Albany

Bidder	Total bid amount (Corrected)	Bid Item No. 1.74 amount
Prism Engineering Inc.	\$2,259,038.50	\$72,000.00
Grade Tech Inc.	\$2,308,965.00	\$150,000.00
Redgwick Construction Co.	\$2,309,209.50	\$155,000.00
Ghilotti Construction Co. Inc.	\$2,411,448.00	\$142,000.00
WR Forde Associates	\$2,447,398.50	\$285,000.00
Ghilotti Bros, Inc.	\$2,684,626.00	\$250,000.00
American Asphalt Repair & Resurfacing Co, Inc.	\$3,128,443.00	\$320,000.00
J.A. Gonsalves, & Son Construction, Inc.	\$3,424,380.00	\$450,000.00
Engineer's Estimate	\$1,761,000.00	\$50,000.00

Source: City of Albany, Public Works Department, Bid Notices & Results, Bid C12-2 Buchanan Marin Bikeway
Pierce St to San Pablo Ave Construction Contract