FIRST AMENDMENT TO UTILITY AGREEMENT NO. 1908.12

The Alameda Contra Costa Transit District, hereinafter referred to as ("AC TRANSIT") proposes the East Bay Bus Rapid Transit ("BRT") improvement ("Project") through the cities of Oakland and San Leandro. Proposed construction will include dedicated transit lanes and light-rail like stations to improve bus service through Oakland and San Leandro. The alignment begins in downtown Oakland on Broadway between 19th and 20th Streets (Uptown Stations); follows Broadway to the 11th/12th Street couplet; continues on East 12th Street around Lake Merritt to the East 12th/International Boulevard couplet to 14th Avenue; then follows International Boulevard to the Oakland/San Leandro border. In San Leandro, the alignment follows East 14th Street to Davis Street, then Davis Street to San Leandro Boulevard, terminating at the San Leandro BART Station.

EBMUD shall be the OWNER of the realigned pipeline. Since execution of the Agreement, the parties have agreed to liability determination and revised scope of OWNER's work under the Agreement. This First Amendment supplements and amends the Agreement as follows.

It is hereby mutually agreed that:

1. Section I, WORK TO BE DONE, is modified as follows:

The second sentence is replaced with, "AC TRANSIT shall relocate facilities in accordance with the project plans. OWNER shall be responsible for design, inspection, providing materials, and connection of the relocated pipeline to OWNER's water distribution system."

2. Section II, LIABILITY FOR WORK, is replaced as follows:

   a. The City of Oakland did not delegate its franchise rights to AC Transit for utility work within the City limits. Therefore, AC Transit shall be responsible for 100% of the cost of relocating all impacted OWNER facilities located along the BRT route from Broadway /20th St to International Blvd/42nd Ave

   b. OWNER shall be responsible for 100% of the cost of relocating all conflicting OWNER facilities installed after the State Highway Route Adoption Date of 1933 located within the State Highway System that extends along SR 185 from 42nd Avenue in Oakland to San Leandro Blvd. in San Leandro.

   c. Based on this LIABILITY determination approximately 92% of the EBMUD relocation work is in item 2a and 8% is in 2b. All work described in 2a and 2b above will be performed under one contract administered by AC Transit.

   d. Pipeline relocation costs include but are not limited to actual construction costs including change orders, design, inspection, materials, making final pipeline connections, as well as any other miscellaneous cost necessary to complete the work.

   e. AC Transit's estimated cost share and reimbursement to EBMUD for its work done under item 2a is $770,000 for items listed in (d), including design, inspection, cost of materials, making final connections and all other non-construction activities undertaken by EBMUD.

3. Section III, PERFORMANCE OF WORK, is replaced with the following provisions:
3a. OWNER Requirements:

i. OWNER shall provide materials as described in OWNER Materials list (Attachment A). OWNER will ensure that all materials are compliant with Buy America Provisions as set forth in the Utility Agreement.

ii. OWNER shall install New Fire Hydrants and New Irrigation facilities in conjunction with Bid Package 3 subject to provisions in Section 2. Costs will be paid by AC Transit, and are not covered under this Amendment. AC Transit shall coordinate these activities through EBMUD’s New Business Office.

iii. OWNER shall be responsible for tying in to OWNER’s water distribution system the new water lines and relocated service laterals that are installed / tested by the AC TRANSIT Contractor.

iv. OWNER Schedule Requirements:

OWNER will need to access each relocation site twice. First access, when AC TRANSIT Contractor starts excavation at each site. AC TRANSIT Contractor will daylight existing pipe so OWNER can install a tap to be used by AC TRANSIT Contractor to provide test water. Second access, OWNER will make final connections after the new pipe is installed and tested (pressure and microbiologically). OWNER will require one day for the first access and 5-7 days for second access. Both access times must occur within the approved timeframe for construction at each location.

3b. AC TRANSIT Requirements:

i. AC Transit will develop traffic control plans and acquire all necessary encroachment permits to accomplish work being done by the Owner identified above.

ii. AC TRANSIT Contractor shall be responsible for securing materials from OWNER’s Oakport facility as described in the PROJECT contract documents.

iii. AC TRANSIT Contractor will excavate and provide safe access for all areas needed for OWNER to complete tie-ins and service lateral connections/renewals. AC TRANSIT Contractor will also provide and remove trench plates as necessary. Upon completion of OWNER’s work, AC TRANSIT Contractor will backfill and re-pave work areas. OWNER will require a 3 week notice from AC TRANSIT Contractor for work schedule. AC TRANSIT Contractor will provide schedule at weekly progress meetings to help coordinate field activities.

iv. It is mutually agreed that AC TRANSIT will include the installation work of new water facilities as part of AC TRANSIT’s BRT contract. OWNER, as an ‘authorized representative’, shall have access to all phases of the work to be performed by AC TRANSIT for the purpose of inspection to ensure that the work being performed for the OWNER is in accordance with the specifications contained in the BRT contract. Issues raised by the Owner shall be communicated to the Contractor by AC Transit. Upon completion of the work performed by AC TRANSIT, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to AC TRANSIT ownership of the replaced facilities.

v. AC TRANSIT Contractor will coordinate OWNER’s work at the construction site with the work to be done by other utilities.

4. Section IV, PAYMENT FOR WORK, is modified as follows:

All references to OWNER’s "work described in Section I" are replaced with "work described in Sections I and III."

All other terms and condition of said Agreement remain unchanged.
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Utility Agreement No. 1908.12 this ___ day of _______________, 2014.

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

APPROVED

By: ____________________
    David J. Armijo
    General Manager

Date: 9/14/14

EAST BAY MUNICIPAL UTILITY DISTRICT

APPROVED

By: ____________________
    Serge Terentieff
    Manager of Pipeline Infrastructure

Date: 9/14/14

APPROVED AS TO FORM AND CONTENT

APPROVAL RECOMMENDED:

By: ____________________
    Denise C. Standridge
    Interim General Counsel

Date: 9/11/14

APPROVED AS TO FORM

By: ____________________
    for the Office of General Counsel

Date: 8/27/14
ATTACHMENT “A”

OWNER MATERIALS LIST

- 12" ML&PCS pipe – 054046
- 8" ML&PCS pipe – 054036
- 12" x 4" saddle nozzle – 048245
- 12" 45° ell – 022343
- 12" x 6" tee – 072447
- 12" tee – 072444
- 12" skirted flange – 047844
- 12" fig’d butterfly valve – 086144
- 12" split tee (steel, 12.75") – 073045
- 12" fig’d gate valve – 086312
- 12" insulating flex coupling – 033146
- 8" nipple – 047736
- 8" buttstrap – 055236
- 8”x12” taper – 059347
- 8" insulating flex coupling – 033136
- 6" Insulating flex coupling – 033132
- 8" 90° Ell – 022336
- 8" 45° Ell – 022335
- 8" skirted flange – 047836
- 8" fig’d gate valve – 086318
- 4" nipple – 047728
- 4" insulating flex coupling – 033128
- 4" x 8" taper – 059337
- 10" insulating flex coupling – 033140
- 10" x 12" taper – 059348
- 12" 90° Ell – 022344
- 8" x 8" Split tee (cast iron) – 073236
- 6" fig’d gate valve – 086316
- 6” skirted flange – 047832
- 4” fig’d gate valve – 086314
- 4” skirted flange – 047828