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 at 20th Street (Uptown station) between Telegraph Avenue and Broadway; 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.

EAST BAY MUNICIPAL UTILITY DISTRICT
P.O. BOX 24055
Oakland, CA 94623-1055

Hereinafter referred to as "Owner", owns and maintains: Water Facilities

Within the limits of Project which requires: relocation of water facilities to accommodate the AC TRANSIT BRT East Bay Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 1908.12 dated 12/18/2013, OWNER shall prepare project plans for the relocation of the affected water facilities. OWNER shall relocate facilities in accordance with the project plans. The project plans will be based on the "Utility Relocation Plans Draft 65% Submittal" prepared by AC Transit and marked-up by the OWNER. Refinements to the marked up drawings is anticipated as more information is collected concerning as-built conditions for all utilities in the subject areas, as well as any changes to the Project. All work shall be performed substantially in accordance OWNER's Plan No. P44997-45000 these marked-up drawings and subsequent revisions, a copy of which is on file in the office of AC TRANSIT located at the Alameda-Contra Costa Transit District at 1600 Franklin Street. Oakland, CA 94612.

Deviations from the OWNER's plan described above initiated by either AC Transit or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notice to Owner, approved by AC TRANSIT and agreed to/acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to
written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of 
the work will require an amendment to this Agreement in addition to the revised Notice to 
Owner.

II. LIABILITY FOR WORK

OWNER's existing facilities located outside the state highway system (State Route 185 and 
State Route 112) will be relocated at 100% AC TRANSIT expense.

Liability for relocating OWNER's existing facilities located within the state highway system 
(State Route 185 and State Route 112) is in dispute and has yet to be determined.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the 
herein described work to be performed by the OWNER's contractor, employed by written 
contract on a continuing basis to perform work of this type, and to provide and furnish all 
necessary labor, materials, tools, and equipment required therefore, and to prosecute said 
work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal "per diem" expenses 
will not be allowed without prior written authorization by AC TRANSIT representative. 
Requests for such permission must be contained in OWNER's estimate of actual and 
necessary relocation costs. OWNER shall include an explanation why local employee or 
contract labor is not considered adequate for the relocation work proposed. Per Diem 
expenses shall not exceed the per diem expense amounts allowed under the California 
Department of Transportation's Department of Personnel Administration travel expense 
guidelines.

Work performed by OWNER's contractor is a public work under the definition of Labor 
Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER 
shall verify compliance with this requirement in the administration of its contracts referenced 
above and shall include this requirement as an expressed condition of its contracts 
referenced above.

OWNER agrees to comply and to require its contractors to comply with the "Buy America" 
requirements set forth in the Intermodal Surface Transportation Efficiency Act of 1991 
(ISTEA) Sections 1041(a) and 1048(a), 23 U.S.C. 313 and C.F.R. Part 635.410, and 
Moving Ahead for Progress in the 21st Century (MAP-21) amendments to ISTEA as of 
October 1, 2012 which are incorporated into this Agreement by reference. This requires that 
all steel and iron products, and their coatings, used in any projects with NEPA clearance be 
produced in the United States, unless a waiver has been granted by FTA or the product is 
subject to a general waiver.
IV. PAYMENT FOR WORK

AC TRANSIT shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles. If the parties are unable to agree upon funding liability but proceed with the project on a liability-in-dispute basis, AC Transit shall pay for 100% of the disputed work until such time that liability responsibility is resolved.

It is understood and agreed that AC TRANSIT will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to AC TRANSIT for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred, not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills, not to exceed the amount of this Agreement, may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by AC TRANSIT of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to it.

The OWNER shall submit a final bill to AC TRANSIT within 90 days after the completion of the work described in Section I above. If AC TRANSIT has not received a final bill within 90 days after notification of completion of OWNER's work described in Section I of this Agreement, and AC TRANSIT has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), AC TRANSIT will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If AC TRANSIT processes a final bill for payment more than 90 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by AC TRANSIT's General Manager.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, AC TRANSIT shall not pay final bills which exceed the estimated cost of this Agreement without adequate documentation acceptable to AC TRANSIT of the reason for the increase of said cost from the OWNER and approval of documentation by AC TRANSIT. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the AC TRANSIT Board of Directors.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the
payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, require the prior concurrence of AC TRANSIT.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AC TRANSIT upon receipt of AC TRANSIT billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of AC TRANSIT Liability Claim Letter requests of March 19, 2013 or May 28, 2013 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If AC TRANSIT's Project, which precipitated this Agreement, is canceled or modified so as to eliminate the necessity of work by OWNER, AC TRANSIT will notify OWNER, in writing, and AC TRANSIT reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of AC TRANSIT under the terms of this Agreement are contingent upon the acceptance of this Agreement by AC TRANSIT.

OWNER shall submit a Notice of Completion to AC TRANSIT within 30 days of the completion of the work described herein.

THE ESTIMATED COST TO AC TRANSIT FOR THE ABOVE DESCRIBED WORK IS $2,005,460.00

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.
UTILITY AGREEMENT (Cont.)

UTILITY AGREEMENT NO.
1908.12

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

APPROVED

By: [Signature]

David J. Arnido
General Manager

Date: 1-24-14

EAST BAY MUNICIPAL UTILITY DISTRICT

APPROVED

By: [Signature]

Date: 1-22-14

APPROVED AS TO FORM AND CONTENT

APPROVAL RECOMMENDED

By: [Signature]

Date: 1/24/2014

APPROVED AS TO FORM

By: [Signature] 1/22/14

for the Office of General Counsel