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 just south of 20th Street (Uptown station); 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.

City of Oakland
250 Frank H. Ogawa Plaza
Oakland, CA 94612

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

Within the limits of Project which requires: relocation of main-line sanitary sewer 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. 1908.13 dated March 2, 2015, OWNER shall review and approve main-line sanitary sewer facilities relocation plans and specifications, and perform inspection during construction. All work shall be performed substantially in accordance with AC Transit's Plan No. SS 102-104,108-10,112,115-121,201-204,216&217 dated 8-14-2014 consisting of 20 sheets, a copy of which is on file at 1600 Franklin Street; Oakland, CA 94612. OWNER hereby acknowledges review of AC TRANSIT's plans for work and agrees to the construction in the manner proposed.

Deviations from the OWNER's plan described above initiated by either the AC TRANSIT or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices 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.
It is mutually agreed that AC TRANSIT will include the work of relocating OWNER’s main-line sanitary sewer facilities and administering the construction contract including construction management and inspection as part of AC TRANSIT’s construction contract. OWNER 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 highway contract. Upon completion of the work performed by AC TRANSIT, OWNER agrees to accept ownership and maintenance of the constructed main-line facilities and relinquishes to AC TRANSIT ownership of the replaced facilities.

II. LIABILITY FOR WORK

Existing facilities are located in their present position pursuant to rights superior to those of AC TRANSIT and will be relocated at AC TRANSIT expense.

AC TRANSIT Liability, (100%) – work performed by contractor $4,394,371
AC TRANSIT Liability, (100%) – work performed by Owner $ 38,000
Total Estimated Cost................................................................. $4,432,371

III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation work to be performed by AC TRANSIT, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Construction Contract; however, all questions regarding the work being performed will be directed to AC TRANSIT’s Resident Engineer for their evaluation and final disposition.

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 directly by Owner’s employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

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.

It is understood and agreed that the 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 the AC Transit for the accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER. Credit for accrued depreciation shall not be required for any segment of the utility’s service, distribution, or transmission lines. Additionally, entitlement to salvage values shall be limited to the aggregate amount received by the Owner from the sale of utility property that has been removed, the value of recovered materials that are retained for reuse, and the value of recovered temporary materials. A credit allowance for age shall not be applied to publicly owned sewers. No betterment credit is required for additions or improvements which are required by the project, replacement devices or materials that are of equivalent standards although not identical, replacement of devices or materials no longer regularly manufactured with next highest grade or size, required by law under governmental and appropriate regulatory commission code, or required by current design practices regularly followed by the company in its own work, and there is a direct benefit to the project.

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
in the performance of this Agreement, for products where BA requirements apply, it shall provide only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying BA compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of BA requirements for utility relocations issued on December 3, 2013.

THE ESTIMATED COST TO AC TRANSIT FOR THE ABOVE DESCRIBED WORK (review and approval of sanitary sewer facilities relocation plans and specifications, and perform inspection during construction) IS ESTIMATED $38,000.00.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

APPROVED

By: ___________________________
   James D. Pachan
   Acting General Manager

Date: 4-1-2015

CITY OF OAKLAND

APPROVED

By: ___________________________
   ___________________________

Date: ___________________________

APPROVED AS TO FORM AND CONTENT

By: ___________________________
   Denise Standridge
   General Counsel

Date: 4/3/15

APPROVED AS TO FORM

By: ___________________________
   ___________________________
   for the Office of General Counsel
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 just south of 20th Street (Uptown station); 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.

**City of Oakland**
250 Frank H. Ogawa Plaza
Oakland, CA 94612

Hereinafter referred to as "Owner", owns and maintains: **Sanitary Sewer Facilities**

Within the limits of Project which requires: relocation of main-line sanitary sewer 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. 1908.13 dated March 2, 2015, OWNER shall review and approve main-line sanitary sewer facilities relocation plans and specifications, and perform inspection during construction. All work shall be performed substantially in accordance with AC Transit's Plan No. SS 102-104,108-10,112,115-121,201-204,216&217 dated 8-14-2014 consisting of 20 sheets, a copy of which is on file at 1600 Franklin Street; Oakland, CA 94612.OWNER hereby acknowledges review of AC TRANSIT's plans for work and agrees to the construction in the manner proposed.

Deviations from the OWNER's plan described above initiated by either the AC TRANSIT or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices 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.
It is mutually agreed that AC TRANSIT will include the work of relocating OWNER's main-line sanitary sewer facilities and administering the construction contract including construction management and inspection as part of AC TRANSIT's construction contract. OWNER 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 highway contract. Upon completion of the work performed by AC TRANSIT, OWNER agrees to accept ownership and maintenance of the constructed main-line facilities and relinquishes to AC TRANSIT ownership of the replaced facilities.

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AC TRANSIT Liability, (100%) – work performed by Owner $38,000
Total Estimated Cost................................................................. $4,432,371

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OWNER shall have access to all phases of the relocation work to be performed by AC TRANSIT, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Construction Contract; however, all questions regarding the work being performed will be directed to AC TRANSIT's Resident Engineer for their evaluation and final disposition.

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 directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

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.

It is understood and agreed that the 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 the AC Transit for the accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER. Credit for accrued depreciation shall not be required for any segment of the utility's service, distribution, or transmission lines. Additionally, entitlement to salvage values shall be limited to the aggregate amount received by the Owner from the sale of utility property that has been removed, the value of recovered materials that are retained for reuse, and the value of recovered temporary materials. A credit allowance for age shall not be applied to publicly owned sewers. No betterment credit is required for additions or improvements which are required by the project, replacement devices or materials that are of equivalent standards although not identical, replacement of devices or materials no longer regularly manufactured with next highest grade or size, required by law under governmental and appropriate regulatory commission code, or required by current design practices regularly followed by the company in its own work, and there is a direct benefit to the project.

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 50 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 under 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. 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 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.

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

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

OWNER and AC TRANSIT understand and acknowledge that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. AC TRANSIT hereby certifies that in the performance of the work associated with this Agreement, for products where BA requirements apply, AC TRANSIT shall use only such products for which it has received a certification from its supplier or provider of construction services that procures the product certifying BA compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Caltrans’ guidelines for the implementation of BA requirements for utility relocations issued on December 3, 2013.

If, in connection with OWNER’s performance of the work hereunder, ACTRANSIT provides to OWNER any materials, OWNER understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. OWNER hereby certifies that
in the performance of this Agreement, for products where BA requirements apply, it shall provide only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying BA compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department’s guidelines for the implementation of BA requirements for utility relocations issued on December 3, 2013.

THE ESTIMATED COST TO AC TRANSIT FOR THE ABOVE DESCRIBED WORK (review and approval of sanitary sewer facilities relocation plans and specifications, and perform inspection during construction) IS ESTIMATED $38,000.00.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

APPROVED

By: ____________________________
James D. Pachan
Acting General Manager

Date: ____________________________

CITY OF OAKLAND

APPROVED

By: [Signature]

Date: 4/2/2015

CITY OF OAKLAND
City Administrator’s Office
One Frank H. Ogawa, 3rd Floor
Oakland, CA 94612

APPROVED AS TO FORM AND CONTENT

By: ____________________________
Denise Standridge
General Counsel

Date: ____________________________

APPROVED AS TO FORM

By: ____________________________
[Signature]
for the Office of General Counsel

The City Attorney
NOTICE TO OWNER

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Project ID No. 0400000819  
Federal Aid No. FTA Funded  
Project Plan Sheets: SS 102-104, 108-10, 112, 115-121, 201-204, 216&217

Date: April 3, 2015  
Freeway: Yes | No | X |

To: City of Oakland  
Attention: Danny Lau  
1 Frank H. Ogawa Plaza, Oakland, CA 94612

Because of the AC-Transit BRT East Bay Project on the California State Highway System: Project scope 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 at 20th Street (Uptown station); follows Broadway to the 11th/12th Street couplet; continues on East 12th Street around Lake Merritt to the East 12thth/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.

Which affects your facilities: Sewer Facilities within project area.

You are hereby ordered to: Inspect your facilities during construction per project contractors schedule and per attached approved Plan # SS 102-104, 108-10, 112, 115-121, 201-204, 216&217.

Your work schedule shall be as follows: Coordinate your Inspection services with Fred King – Construction Manager to perform the above mentioned work between 4/6/15 and 2/1/2016.

Your company and Jai Chetal, Caltrans District Utility Construction Coordinator, (510)-881-4215 or Cell (510) 385-7073 shall be notified 72 hours prior to initial start of work and an additional 24 hours notification for subsequent starts when the work schedule is interrupted. For questions regarding actual relocation work notify Fred King: Construction Manager, (510)-457-0037 or Cell (925) 324-5764.

Liability is. City of Oakland’s existing facilities are lawfully maintained in their present location pursuant to rights superior to those of AC-Transit and qualify for relocation at AC Transit expense.

Ramakrishna Pochiraju  
Senior Project Manager- AC Transit

cc: Laura Haneister, Caltrans District Utility Coordinator  
Jai Chetal, Caltrans Utility Inspector

THIS NOTICE DOES NOT CONSTITUTE A PERMIT. OBTAIN AN ENCROACHMENT PERMIT BEFORE STARTING WORK.
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 just south of 20th Street (Uptown station); 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.

City of San Leandro
885 E. 14th Street
San Leandro, CA 94577

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

Within the limits of Project which requires: relocation of sanitary sewer 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. 1908.14 dated March 2, 2015, OWNER shall review and approve sanitary sewer facilities relocation plans and specifications, and perform inspection during construction. All work shall be performed substantially in accordance with AC Transit's Plan No. SS 220,221,222 & 223, dated 8-14-2014 consisting of 4 sheets, a copy of which is on file at 1600 Franklin Street, Oakland, CA 94612. OWNER hereby acknowledges review of AC TRANSIT's plans for work and agrees to the construction in the manner proposed.

Deviations from the OWNER's plan described above initiated by either the AC TRANSIT or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices 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.
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II. LIABILITY FOR WORK

Existing facilities are located in their present position pursuant to rights superior to those of AC TRANSIT and will be relocated at AC TRANSIT expense.

AC TRANSIT Liability, (100%) – work performed by contractor $205,423
AC TRANSIT Liability, (100%) – work performed by Owner $148,497
Total Estimated Cost ...................................................... $353,920

III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation work to be performed by AC TRANSIT, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Construction Contract; however, all questions regarding the work being performed will be directed to AC TRANSIT’s Resident Engineer for their evaluation and final disposition.

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All costs accrued by OWNER as a result of AC TRANSIT Liability Claim Letter requests of March 19, 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.

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

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1; Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

OWNER and AC TRANSIT understand and acknowledge that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. AC TRANSIT hereby certifies that in the performance of the work associated with this Agreement, for products where BA requirements apply, AC TRANSIT shall use only such products for which it has received a certification from its supplier or provider of construction services that procures the product certifying BA compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Caltrans' guidelines for the implementation of BA requirements for utility relocations issued on December 3, 2013.

If, in connection with OWNER's performance of the work hereunder, AC TRANSIT provides to OWNER any materials, OWNER understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. OWNER hereby certifies that in the performance of this Agreement, for products where BA requirements apply, it shall provide only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying BA compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or
other applicable provisions or excluded material cited in the Department's guidelines for the implementation of BA requirements for utility relocations issued on December 3, 2013.

THE ESTIMATED COST TO AC TRANSIT FOR THE ABOVE DESCRIBED WORK (review and approval of sanitary sewer facilities relocation plans and specifications, and perform inspection during construction) IS ESTIMATED $148,497.00.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

APPROVED

By: [Signature]
James D. Pachan
Acting General Manager
Date: 4-7-2015

CITY OF SAN LEANDRO

APPROVED

By: _______________________
Date: _______________________

APPROVED AS TO FORM AND CONTENT

By: [Signature]
Denise Standridge
General Counsel
Date: 4-18-15

APPROVED AS TO FORM

By: _______________________
for the Office of General Counsel
Date: _______________________


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 just south of 20th Street (Uptown station); 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.

City of San Leandro
835 E. 14th Street
San Leandro, CA 94577

Hereinafter referred to as "Owner", owns and maintains: **Sanitary Sewer Facilities**

Within the limits of Project which requires: **relocation of sanitary sewer 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. 1908.14 dated March 2, 2015, OWNER shall review and approve sanitary sewer facilities relocation plans and specifications, and perform inspection during construction. All work shall be performed substantially in accordance with AC Transit's Plan No. SS 220,221,222 & 223, dated 8-14-2014 consisting of 4 sheets, a copy of which is on file at 1600 Franklin Street, Oakland, CA 94612. OWNER hereby acknowledges review of AC TRANSIT's plans for work and agrees to the construction in the manner proposed.

Deviations from the OWNER's plan described above initiated by either the AC TRANSIT or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices 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.
It is mutually agreed that AC TRANSIT will include the work of relocating OWNER's sanitary sewer facilities and administering the construction contract including construction management and inspection as part of AC TRANSIT's construction contract. OWNER 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 highway contract. Upon completion of the work performed by STATE, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to AC TRANSIT ownership of the replaced facilities.

II. LIABILITY FOR WORK

Existing facilities are located in their present position pursuant to rights superior to those of AC TRANSIT and will be relocated at AC TRANSIT expense.

AC TRANSIT Liability, (100%) – work performed by contractor $205,423
AC TRANSIT Liability, (100%) – work performed by Owner $148,497
Total Estimated Cost........................................ $353,920

III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation work to be performed by AC TRANSIT, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Construction Contract; however, all questions regarding the work being performed will be directed to AC TRANSIT's Resident Engineer for their evaluation and final disposition.

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 directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

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.

It is understood and agreed that the 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 the AC Transit for the accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER. Credit for accrued depreciation shall not be required for any segment of the utility's service, distribution, or transmission lines. Additionally, entitlement to salvage values shall be limited to the aggregate amount received by the Owner from the sale of utility property that has been removed, the value of recovered materials that are retained for reuse, and the value of recovered temporary materials. A credit allowance for age shall not be applied to publicly owned sewers.

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. 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 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.

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

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1; Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

OWNER and AC TRANSIT understand and acknowledge that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. AC TRANSIT hereby certifies that in the performance of the work associated with this Agreement, for products where BA requirements apply, AC TRANSIT shall use only such products for which it has received a certification from its supplier or provider of construction services that procures the product certifying BA compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Caltrans’ guidelines for the implementation of BA requirements for utility relocations issued on December 3, 2013.

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THE ESTIMATED COST TO AC TRANSIT FOR THE ABOVE DESCRIBED WORK (review and approval of sanitary sewer facilities relocation plans and specifications, and perform inspection during construction) IS ESTIMATED $148,497.00

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

APPROVED

By: __________________________
    David J. Armijo
    General Manager

Date: __________________________

CITY OF SAN LEANDRO

APPROVED

By: __________________________
    Chris Zapata
    City Manager

Date: __________________________

APPROVED AS TO FORM AND CONTENT

By: __________________________
    Denise Standridge
    General Counsel

Date: __________________________

APPROVED AS TO FORM

By: __________________________
    Richard Pio Roda
    City Attorney

Date: __________________________
NOTICE TO OWNER

To: City of San Leandro
Attention: Austine Osakwe
885 E. 14th Street, San Leandro, CA 94577

Because of the AC-Transit BRT East Bay Project on the California State Highway System: Project scope 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 at 20th Street (Uptown station); 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.

Which affects your facilities: Sewer Facilities within project area.

You are hereby ordered to: Inspect your facilities during construction per project contractors schedule and per attached approved Plan # SS 220,221,222 & 223.

Your work schedule shall be as follows: Coordinate your Inspection services with Fred King – Construction Manager to perform the above mentioned work between 4/6/15 and 2/1/16.

Your company and Jai Chetal, Caltrans District Utility Construction Coordinator, (510)-881-4215 or Cell (510) 385-7073 shall be notified 72 hours prior to initial start of work and an additional 24 hours notification for subsequent starts when the work schedule is interrupted. For questions regarding actual relocation work notify Fred King; Construction Manager (510)-457-0037 or Cell (925) 324-5764.

Liability is: City of San Leandro’s existing facilities are lawfully maintained in their present location pursuant to rights superior to those of AC-Transit and qualify for relocation at AC Transit expense.

Senior Project Manager- AC Transit
cc: Laura Hameister, Caltrans District Utility Coordinator
Jai Chetal, Caltrans Utility Inspector

PVR
Ramakrishna Pochiraju
AC Transit Senior Project Manager

THIS NOTICE DOES NOT CONSTITUTE A PERMIT. OBTAIN AN ENCROACHMENT PERMIT BEFORE STARTING WORK.