




Office of the City Manager

CONSENT CALENDAR

April 7, 2015

To: Honorable Mayor and Members of the City Council  
From:  Christine Daniel, City Manager  
Submitted by: Andrew Clough, Director, Public Works  
Subject: Contract: Gallagher & Burk Inc. for FY 2015 Measure M Street Resurfacing and Reconstruction

RECOMMENDATION

Adopt a Resolution:

1. Approving plans and specifications for the FY 2015 Measure M Street Resurfacing and Reconstruction Project, Specification No. 15-10923-C;
2. Accepting the bid of Gallagher & Burk Inc. as the lowest responsive and responsible bidder; and
3. Authorizing the City Manager to execute a contract and any amendments, extensions or other change orders until completion of the project in accordance with the approved plans and specifications in an amount not to exceed \$5,865,565.
4. Authorizing the City Manager to execute a Reimbursement Agreement with the East Bay Municipal Utility District for the replacement of existing water valve covers.

FISCAL IMPACTS OF RECOMMENDATION

Funding is available in an allocation from the FY 2015 Street Capital Improvement Program budget. No other funding is required, and no other projects will be delayed due to this expenditure.

Low bid by Contractor .....	\$5,332,332
10% Contingency .....	\$533,233
<b>Total construction cost</b>	<b>\$5,865,565</b>

Street Capital Improvement Program Funds	
Measure M Bond Fund (Fund 630) .....	\$5,770,565
Capital Improvement Fund (Fund 610) .....	\$95,000
<b>Total construction cost</b>	<b>\$5,865,565</b>

CMS No. GVH1R

CURRENT SITUATION AND ITS EFFECTS

Streets throughout Berkeley are scheduled to be repaved as part of the City's 5-Year Street Paving Plan. This contract is for construction of one of three paving projects,

being bid separately, that together comprise the streets scheduled for paving in calendar year 2015. Collectively, the 3 projects will rehabilitate approximately 17 miles, or approximately 4 times the average annual amount rehabilitated prior to the passage of Measure M. This project will rehabilitate approximately 6.8 miles of City streets (see Attachment 2: Location Map & List of Streets) and consists of overlays or reconstruction of selected streets. For the first time in the City of Berkeley, this project will implement full depth reclamation (FDR) as an alternative to full reconstruction on several of the City's streets. FDR is a cost-effective alternative to traditional reconstruction methods, including removal/replacement of existing pavement and sub base, because it recycles much of the existing pavement and sub base in place by mixing these materials with a stabilizing compound and recompacting them to establish a new sub base over which new asphalt can be installed. FDR reduces truck trips and helps manage the world's dwindling supply of virgin aggregate while providing a similar design life to that of a traditionally reconstructed pavement. Staff recently observed implementation of FDR in Orinda and it has been implemented successfully in many cities throughout the Bay Area. Its implementation on this project will preserve limited funding and enable the City to pave more streets.

### **EBMUD Reimbursement Agreement**

The East Bay Municipal Utility District (EBMUD) informed staff during project design that they have a program to replace their existing water valve covers with a new type of valve cover to improve access to their water valves. EBMUD also informed staff that they do not have the resources to complete these replacements and adjust the covers to grade as required during construction of our project. In an effort to reduce traffic disruptions and efficiently complete the required work, the City has agreed to perform this work for EBMUD at their expense, pending Council approval. Under the attached reimbursement agreement between the City and EBMUD, EBMUD will reimburse the City for the actual construction cost of replacing the water valve covers (see Attachment 5).

### **BACKGROUND**

Streets are selected for rehabilitation each year based on pavement condition, a field assessment performed by Public Works staff, the recently adopted scorecard developed during the Measure M outreach process led by the Public Works Commission, and other criteria in accordance with the City's Street Rehabilitation and Repair Policy and 5-Year Street Paving Plan (see Attachment 3).

This contract is for one of three projects that will pave streets designated for construction in calendar year 2015, and has gone through planning, coordinating with outside utility companies, preliminary cost estimates, field investigations, surveys, and extensive design prior to implementation.

The FY 2015 Measure M Street Resurfacing and Reconstruction Project, Specification No. 15-10923-C was released for bids on February 12, 2015, and bids were opened on March 5, 2015 (see Attachment 4, Abstract of Bids). One local bid was received in the

amount of \$5,332,332 and no non-local bids were received. Gallagher & Burk Inc. of Oakland, California was the lowest responsive and responsible bidder, and their references were found to be satisfactory. It is recommended that a contract for this project be awarded to them. The engineer's estimate for the project was \$5.13 million.

The Living Wage Ordinance does not apply to this project since Public Works construction contracts are, pursuant to City policy, subject to State prevailing wage laws. Gallagher & Burk Inc. has submitted a Certification of Compliance with the Equal Benefits Ordinance. The Community Workforce Agreement applies to this project because the estimated value of the project exceeds \$1 million. As a result, the successful bidder and all subcontractors will be required to sign an agreement to be bound by the terms of the Agreement.

Plans and specifications are on file in the Public Works Department. In accordance with the requirements of the California Environmental Quality Act (CEQA), these projects have been determined to be categorically exempt because they consist of maintenance of existing streets and do not expand their use beyond existing conditions.

#### ENVIRONMENTAL SUSTAINABILITY

During analysis and revision of the 5-Year Street Paving Plan, these project locations were analyzed for possible green infrastructure improvements to treat urban runoff before entering the storm drain system. It was determined that green infrastructure improvements would be more beneficial at a different location, and Council approved the contract for the project at Parker Street between 8th and 10th in January 2015. The green infrastructure improvements reduce the quantity and improve the quality of polluted urban runoff reaching local creeks and the San Francisco Bay, by temporarily detaining and treating the runoff prior to discharge to the City's storm drain system. Further, they attenuate the peak flow, thereby reducing the erosion of local creek banks and the incidence and magnitude of downstream flooding.

FDR will be used at these project locations, recycling much of the existing pavement and sub base in place, reducing truck trips, and helping manage the dwindling supply of virgin aggregate.

#### RATIONALE FOR RECOMMENDATION

This street repair project is part of the City's ongoing annual program to rehabilitate deteriorated streets throughout the City. The work requires contracted services, as the City does not possess the in-house labor or equipment resources to complete the project.

#### ALTERNATIVE ACTIONS CONSIDERED

No alternative action was considered for this pavement rehabilitation.

#### CONTACT PERSON

Sean R. Rose, Manager of Engineering, Public Works, 981-6435  
Donald Irby, Assistant Civil Engineer, Public Works, 981-6439

Attachments:

- 1: Resolution
- 2: 5-Year Street Paving Plan Process
3. Location Map & List of Streets for Project
- 4: Abstract of Bids
- 5: EBMUD Reimbursement Agreement

RESOLUTION NO. ##,###-N.S.

CONTRACT: GALLAGHER & BURK INC. FOR FY 2015 STREET RESURFACING  
AND RECONSTRUCTION PROJECT

WHEREAS, the FY 2015 Measure M Street Resurfacing and Reconstruction Project is part of the City's ongoing Street Capital Improvement Program to rehabilitate deteriorated streets located throughout the City; and

WHEREAS, the City has neither the labor nor the equipment necessary to undertake this FY 2015 Measure M Street Resurfacing and Reconstruction Project; and

WHEREAS, an invitation for bids was duly advertised and Gallagher & Burk Inc. was the lowest responsive and responsible bidder; and

WHEREAS, funding is available in the FY 2015 budget in the Measure M Bond Fund (Fund 630); and Capital Improvement Fund (Fund 610); and the contract has been entered into the Citywide contract database with CMS No. GVH1R.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Plans and Specification No. 15-10923-C for the FY 2015 Measure M Street Resurfacing and Reconstruction Project are approved.

BE IT FURTHER RESOLVED that the Council of the City of Berkeley authorizes the City Manager to execute a contract and any amendments, extensions or change orders, until completion of the project in accordance with the approved plans and specifications with Gallagher & Burk Inc. for the FY 2015 Measure M Street Resurfacing and Reconstruction Project, in an amount not to exceed \$5,865,565, which includes a 10% contingency for unforeseen circumstances. A record signature copy of said agreement and any amendments to be on file in the Office of the City Clerk.













GATE VALVE ADJUSTMENT AGREEMENT  
BETWEEN EBMUD AND THE (CITY OR COUNTY)

THIS GATE VALVE ADJUSTMENT AGREEMENT (the "**Agreement**") is made and entered into on this, (DAY), \_(to be completed after bid time)\_\_\_\_\_ (the "**Effective Date**") by and between the East Bay Municipal Utility District ("**EBMUD**") and the City of Berkeley ("**City**"). The City of Berkeley and EBMUD may be individually referred to as a "**Party**" and collectively as the "**Parties**."

**RECITALS**

A. EBMUD is the owner of numerous gate valves that provide EBMUD water main access within the City. The City is contracting for paving on its FY 15 Measure M Paving Project (the "**Project**"). EBMUD has approximately 150 gate valve pots within the scope of the Project (each a "**Gate Valve Pot**" and collectively, the "**Gate Valve Pots**").

B. In the interest of expediency and cost efficiency to the City and its residents, EBMUD will allow the City to cut and lower below grade the Gate Valve Pots, for a period not to exceed 20 working days after initial lowering, provided that the City then restores the Gate Valve Pots to grade ("**Gate Valve Adjustments**") and installs Christy G-5 Boxes (each a "**G-5 Box**" and collectively the "**G-5 Boxes**") rather than metal grade rings.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals and for other good and valuable consideration, the Parties agree as follows:

1. Gate Valve Adjustment and Installation of G-5 Boxes.
  - a. The City shall perform the Gate Valve Adjustments and installation of G-5 boxes in connection with the Project on behalf of EBMUD and seek reimbursement from EBMUD as detailed in Section 3 of this Agreement.
  - b. The Parties understand that continuous access to water valves through the Gate Valve Pots is critical in operating and maintaining EBMUD's distribution system. The EBMUD gate valves were accessible and operable before the Project. EBMUD hereby grants the City permission to lower the Gate Pot Valves for the Project for a period not to exceed 20 working days and also grants the City permission to install replacement G-5 boxes over the Gate Pot Valves. The City and/or its contractor agree to install replacement G-5 Boxes rather than the metal grade rings. EBMUD will not pay for raising and/or lowering existing Gate Valve Pots only.
  - c. All Gate Valve Pots used in Gate Valve Adjustments shall be set using EBMUD approved materials and shall meet the requirements and

standards of EBMUD Standard Pipeline Drawing No. 321-EA "Valve Pot Installation" only, attached hereto as Exhibit A and incorporated herein. Work shall be subject to inspection by EBMUD and City representative(s).

- d. EBMUD shall provide the City and/or its contractor with G-5 Boxes at no cost to the City. Metal grade rings shall not substitute for G-5 Boxes. EBMUD and the City agrees the designated pickup location for the G-5 Boxes shall be the location listed below. EBMUD representative(s) shall send a material requisition to the chosen location to place the G- 5 Boxes on will-call. The G-5 Boxes will be made available to City and/or its contractor after receipt of this signed Agreement.

- o Oakport Storage, 5601 Oakport Street, Oakland

- e. The Gate Valve Adjustments shall not commence until the Agreement is executed by both Parties. Once the Gate Valve Adjustments are initiated, the City shall notify EBMUD.
- f. EBMUD shall inspect the work of the Gate Valve Adjustments within 10 calendar days of being notified by the City of the completion of such work.
- g. The City's Project manager or the project contractor shall ensure that there are visual reference points for each Gate Pot Valve within the scope of the Project. The City will enter into an agreement with its contractor to perform the Gate Valve Adjustments consistent with this Agreement including Exhibit A. EBMUD will not reimburse the City for administrative or inspection costs associated with Gate Valve Adjustments performed by the City or its contractor on the Project. City will not reimburse EBMUD for administrative or inspection costs associated with Gate Valve Adjustments performed by EBMUD on the Project.
- h. EBMUD will not be responsible for property damage resulting from the inability to operate valves because the City asked to have the valves lowered, and/or the City's contractor did not adjust them in a timely manner. Time is of the essence of this Agreement.

## 2. Damage to EBMUD Property.

- a. Any appurtenances damaged, buried, filled in or vertically misaligned by the City or the City's contractor shall be restored to original condition within ten (10) working days of discovery by the City. Further, the City shall notify EBMUD (866-403-2683) immediately.



- b. In the event that the City or its contractors damages EBMUD facilities during the course of the Project and do not repair such damage as provided in Section 2(a) above, EBMUD shall repair the damage at City's expense and City shall reimburse EBMUD for its reasonable actual costs in repairing such damage.

3. ~~Cost of Gate Valve Adjustment and installation of G-5 boxes.~~ EBMUD shall pay to City \$\_\_ (to be filled in at bid time)\_\_\_ for the installation of each G-5 Box within the scope of the Project (\$Amount X Quantity = \$\_\_ (to be filled in at bid time)\_\_\_). In recognition that there may exist a need for additional G-5 installations within the scope of the Project, the total cost under this Agreement shall not exceed the total of \$\_\_\_\_\_ (\$Amount X \_\_\_\_ = \$\_\_ (to be filled in at bid time)\_\_\_\_\_).

4. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

**EBMUD:** East Bay Municipal Utility District – (to be completed by EBMUD)  
(\_\_\_\_\_) Area Service Center  
Address:  
Telephone:  
Facsimile:  
Email: **(Yard contact)**  
Attn: **(Name)**  
Construction & Maintenance Superintendent

**(City or County):** City of Berkeley  
Public Works Department  
1947 Center Street, 4<sup>th</sup> floor  
(510) 981-6400  
Email: dirby@cityofberkeley.info  
Attn: Donald Irby, P.E.

5. Entire Agreement. This Agreement represents the entire understanding of EBMUD and City as to those matters contained herein. No prior oral or written understanding of the Parties shall be of any force or effect with respect to the matters covered herein.
6. Waivers. No waiver of any provision of this Agreement or any breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other

provision of this Agreement or any other or subsequent breach of this Agreement.

7. Amendment. The Parties may amend this Agreement only in writing signed by all of the Parties. IN WITNESS WHEREOF, City and EBMUD have caused this Agreement to be executed on their behalf by their respective(s) as of the Effective Date.

**City of Berkeley:**

Dated: \_\_\_\_\_, 2014

By: \_\_\_\_\_  
Title

**ATTEST:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Deputy City Attorney

**EBMUD:**

**EAST BAY MUNICIPAL UTILITY  
DISTRICT**

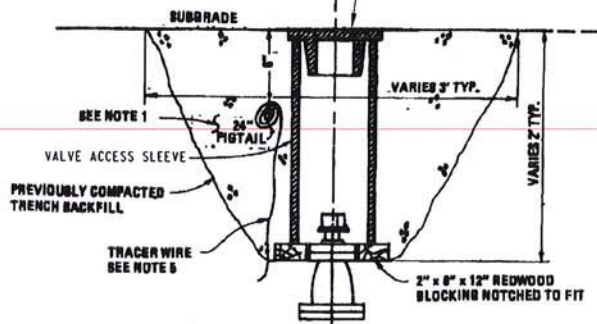
Dated: \_\_\_\_\_, 2014

By: \_\_\_\_\_

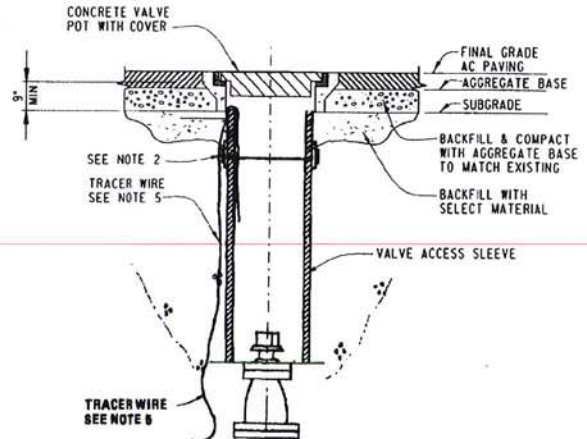
Construction & Maintenance Superintendent

\_\_\_\_\_

CONCRETE VALVE POT WITH COVER AS SHOWN IN THE FINAL INSTALLATION DETAIL OR USE EBMUD CAST IRON COVER (UNTIL EXISTING SUPPLIES ARE EXPENDED)

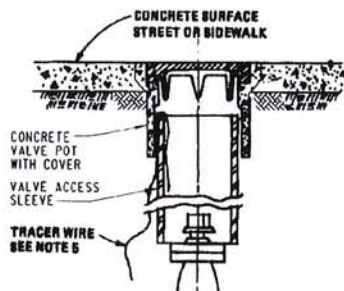


**PRELIMINARY INSTALLATION PRIOR TO PLACING PAVING BASE**

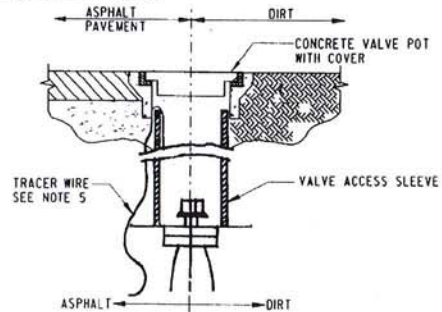


**FINAL INSTALLATION AFTER PAVING IS COMPLETED**

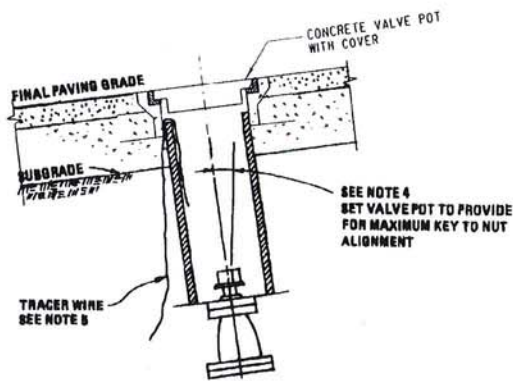
**IN NEW A.C. STREET CONSTRUCTION**



**IN EXISTING CONCRETE PAVEMENT**



**IN EXISTING ASPHALT PAVEMENT OR DIRT**



**IN SLOPING GRADES**

- NOTE:**
1. AGGREGATE BASE OR OTHER SUITABLE MATERIAL, FOR COMPACTION SEE SPECIFICATIONS.
  2. USE REPAIR CLAMP, OR 3 WRAPS OF 2" WIDE PIPE TAPE, OR EQUIVALENT, TO HOLD JOINT IN ALIGNMENT WHILE PLACING CONCRETE.
  3. VALVE ACCESS SLEEVE IS 8.625" O.D. STEEL PIPE, MIN. WALL 10 GA., MAX. SCHEDULE 40 OR SCHEDULE 40 PVC PIPE.
  4. TOP OF VALVE COVER TO FIT FLUSH WITH FINISHED GRADE OF THE STREET OR RIGHT OF WAY.
  5. NON-METALLIC MAINS REQUIRE TRACER WIRE TO BE EXTENDED INTO THE TOP OF THE VALVE POT, IN ACCORDANCE WITH E.B.M.U.D. SPECIFICATIONS.
  6. ON STREET RESURFACING PROJECTS, INSTALL RISER RINGS, AS REQUIRED TO ALLOW GATE POT COVER TO CONFORM WITH ADJACENT SURFACES.

REVISED 31 OCT 91  
 DESIGNED BY **EBMUD**  
 DESIGN CHECKED BY **W. H. [Signature]**  
 DRAWN BY **R. D. B.**  
 MECH. ELECT. STRUCT.  
 PIPELINE CORR. AGU. F.W.M.  
 APPROVED **[Signature]**  
 ASST. GEN. MGR. & CHIEF ENGINEER, R.P.E. NO. C-7624

**EAST BAY MUNICIPAL UTILITY DISTRICT**  
**OAKLAND, CALIFORNIA**

**STANDARD DRAWING**

**VALVE POT INSTALLATION**

SUPPLY, PIPELINE ENG'G. R.P.E. NO. C-18776  
 MANAGER, DIST. ENG'G. R.P.E. NO. C-1888  
 DIRECTOR OF ENG'G. R.P.E. NO. C-1247

STRUCTURE OR SOLE DESIGNATION  
 SCALE: NO SCALE  
 DATE: 30 JAN. 79

**321-EA**

DISTRIBUTION SYSTEM MAP NO.

USER: rclandid  
 PLOT DATE: 4-NOV-1997 14:41  
 FILE: /general/std-dwg/321.ea.dgn

