



CITY OF ALBANY CITY COUNCIL AGENDA STAFF REPORT

Agenda Date: September 15, 2025
Reviewed by: NA

SUBJECT: Annual Sewer Rehabilitation Program (CIP No. 32000)
Award of 2026 Sanitary Sewer Rehabilitation Project – Engineering Design Services (Contract No. C25-40)

REPORT BY: James Cirelli, Associate Engineer
Allison Carrillo, CIP Program Manager
Devora Zauderer, Public Works Program Manager
Mark Hurley, Public Works Director

SUMMARY

The action before the City Council is to award Contract No. C25-40 to Nute Engineering (Nute) in the not-to-exceed amount of \$149,457 for the 2026 Sanitary Sewer Rehabilitation Project – Engineering Design Services (Project).

STAFF RECOMMENDATION

That Council adopt Resolution No. 2025-59, authorizing the City Manager to award Contract No. C25-40 to Nute for the Project in the not-to-exceed amount of \$149,457.

BACKGROUND

The City of Albany owns and maintains approximately 34 miles of sewer main and 14 miles of lower laterals. Sewer mains that have not yet been replaced or rehabilitated are predominantly made of vitrified clay with cement mortar joints. Most remaining clay pipes in Albany's system are over 60 years old and are in a deteriorated condition. These defects increase the risk of major structural failures and allow root intrusion to extend through the openings which increases the risk of a blockage and sewer overflows.

In 2014, the City of Albany, along with seven other East Bay cities and agencies, entered into a Consent Decree agreement with the US Environmental Protection Agency, et. al, which requires the City of Albany to perform significant sewer rehabilitation work with an aim to reduce infiltration. Since that time, the engineering design services provided by Nute have supported the City in accelerating design and construction, allowing the City to continue meeting and exceeding the annual compliance requirements for sewer rehabilitation.

DISCUSSION

The Project is for design of approx. 6,400 linear feet of sewer rehabilitation for the 2026 Sanitary Sewer Rehabilitation Project (SSRP). Locations in the Project were selected based on prioritizations in the City's Sanitary Sewer Master Plan, focusing on the remaining major unrehabilitated vitrified clay pipes (see Attachment 2 for locations).

Staff requested a proposal for engineering design services from Nute. Nute provided a proposal for engineering design services consisting of field investigation, design and preparation of contract documents for sewer rehabilitation by means of pipe bursting, CIPP (cured-in-place pipe), or open trench installation, and coordination for a Caltrans encroachment permit for the San Pablo Avenue rehabilitation work. Contract documents will include preparation of technical specifications and cost estimates for a construction contract tentatively planned for Spring/Summer 2026.

Per Albany Municipal Code (AMC) §13-20, sole-source awards may be conducted when “strict compliance with competitive selection or bidding requirements would be unavailing, or would not produce an advantage, or would be undesirable, impractical, or impossible.”

Staff has reviewed Nute's estimate and has found it to be competitive with other firms offering this service. Having provided design on several recent SSRPs, Nute has a proven record of delivering design packages on-schedule and of a quality that demonstrates robust knowledge of the City's sewer system and standards. With Nute's design services under the 2018, 2020, 2021, and 2023 SSRPs, the annual sewer rehabilitation continues to meet and exceed the annual compliance requirements under the Consent Decree. If a different consultant is used for the Project, it would require additional staff and consultant time/cost to accommodate for the removal of Nute's decade of working experience and tacit knowledge of the City's sewer system from previous SSRPs and Consent Decree rehabilitation compliance.

CITY COUNCIL STRATEGIC PLAN

This Project supports Goal 3 and Goal 6 of the City Council's Strategic Plan.

Goal 3: Promote Streets that Support Safety, Transportation, and Mobility Options

Timely rehabilitation of sewer systems reduces the risk of overflows within the City of Albany system, thereby decreasing the risk of local releases of sewage onto streets and sidewalks used for transportation. Timely rehabilitation reduces hazards to vehicular and pedestrian traffic by reducing subsurface deterioration of the City's pavement.

Goal 6: Increase Public Health, Safety, and Resiliency

Sewer rehabilitation reduces infiltration and inflow into the City's sewer system which can overwhelm downstream treatment plants that clean wastewater before release into the San Francisco Bay.

FINANCIAL SUMMARY

The Project is funded as part of the City's Annual Sewer Rehabilitation Program (CIP No. 32000). The current budget for this Program was approved by Council as part of the City's Capital Improvement Plan in July 2025 (Resolution No. 2025-52).

The expenditures for the Project are estimated as follows:

Project Expenditure	Cost
Professional Services	\$ 149,457
Total Expenditures	\$ 149,457

As of September 3, 2025, approximately \$1.22 million of the \$10.5 million Annual Sewer Rehabilitation Program budget for FY25-FY27 has been expended or encumbered into active contracts. The contract recommended for award in this report is within the current appropriations and no adjustments are needed at this time.

Attachments

1. Resolution No. 2025-59
2. 2026 SSRP Locations
3. Contract No. C25-40

RESOLUTION NO. 2025-59

**A RESOLUTION OF THE ALBANY CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO AWARD CONTRACT NO. C25-40
TO NUTE ENGINEERING FOR ENGINEERING DESIGN SERVICES
FOR THE 2026 SANITARY SEWER REHABILITATION PROJECT**

WHEREAS, the City of Albany invests annually into the rehabilitation and renewal of aging sanitary sewer infrastructure and allocates budget through the Capital Improvement Project (CIP) Plan to the Annual Sewer Rehabilitation Program (CIP No. 32000); and

WHEREAS, the City of Albany owns and maintains approximately 34 miles of sewer mains and 14 miles of lower laterals; and

WHEREAS, the City of Albany is required by USEPA Consent Decree to rehabilitate its aging sanitary sewer system; and

WHEREAS, Nute Engineering has supported the City in accelerating design and construction of previous Sanitary Sewer Rehabilitation Projects and has a proven record of delivering design packages on-schedule and of a quality that demonstrates robust knowledge of the City's sewer system and standards; and

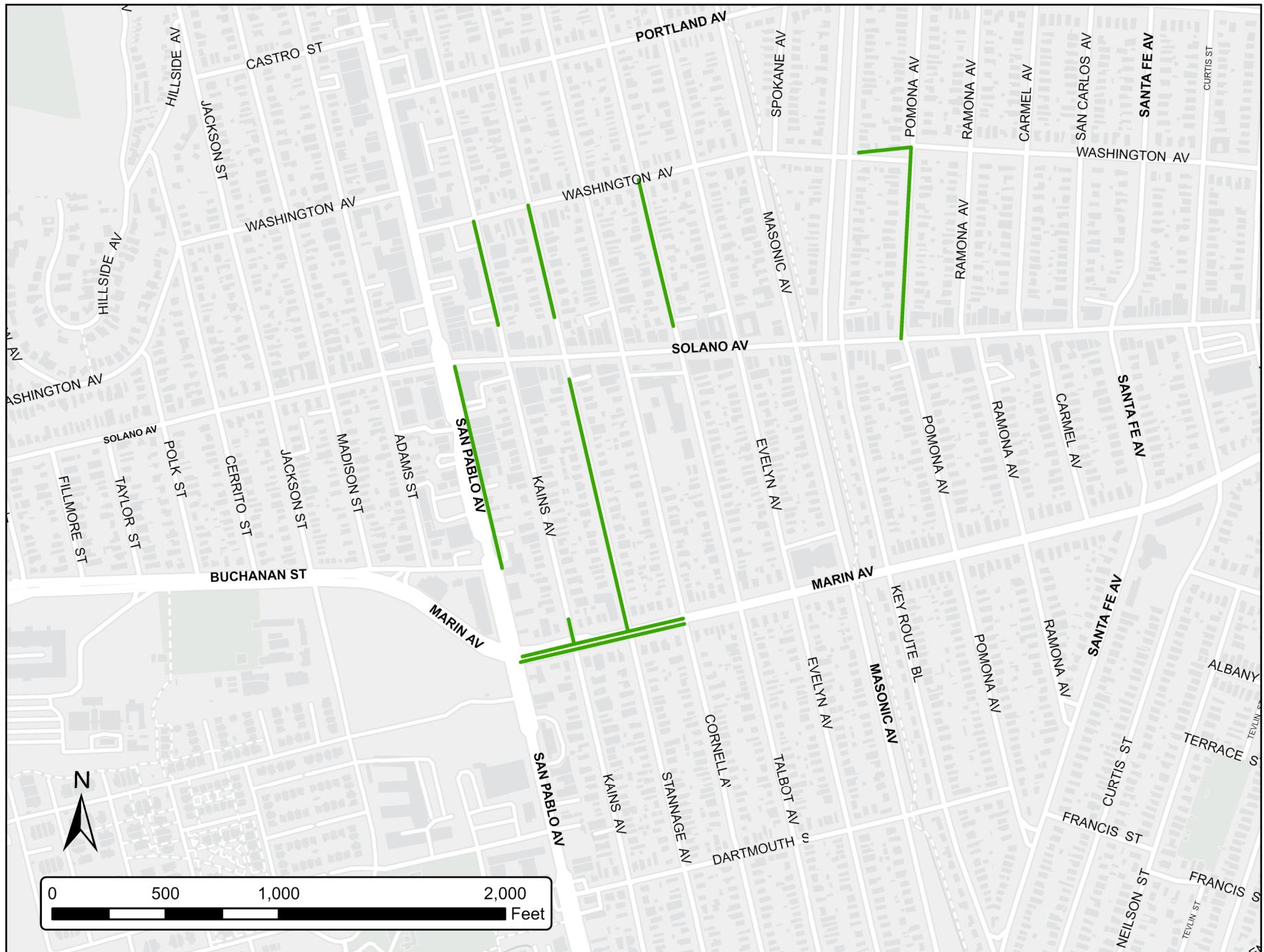
WHEREAS, staff requested, and Nute Engineering provided, a proposal for engineering design services for the 2026 Sewer Rehabilitation Project, which staff has deemed to be competitive with other firms offering this service.

NOW, THEREFORE, BE IT RESOLVED, that that the Albany City Council hereby authorizes the City Manager to execute Contract No. C25-40 with Nute Engineering to provide engineering design services in the not-to-exceed amount of \$149,457.00 for the 2026 Sanitary Sewer Rehabilitation Project using funds previously appropriated as part of the Annual Sewer Rehabilitation Program (CIP No. 32000).

ROBIN D. LÓPEZ, MAYOR



2026 SSRP Location Map



CONTRACT NO. C25-40
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF ALBANY
AND NUTE ENGINEERING

FOR PROJECT: 2026 Sanitary Sewer Rehabilitation Project

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this _____ day of _____ 2025 by and among the City of Albany a California charter city ("CITY") and **Nute Engineering** [California corporation, partnership, LLC or LLP, or individual] ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of **180 calendar days** from the date of execution of this AGREEMENT, as first shown above. Such term may be reduced or extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed **\$149,457.00** unless additional compensation is approved in writing by the City Council or City Manager.

Each month CONSULTANT shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth below. In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, SECTIONS 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT.

CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS, AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

CONSULTANT shall obtain and maintain in full force and effect during the term of this AGREEMENT a Business License from the CITY's Finance Department. Provide City of Albany Business License number and Expiration Date on Page 11 of this contract.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et M., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work

and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, or may be, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION AND RELEASE OF INFORMATION.

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the City Administrator, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from

CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

(a) To the fullest extent permitted by law, CITY and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or *willful* acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT except CLAIMS caused by the sole negligence or willful misconduct of INDEMNITEES.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 16 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) If CONSULTANT's obligation to defend, indemnify, and/or hold harmless arises out of CONSULTANT's performance as a "design professional" (as that term is

defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, CONSULTANT's indemnification obligation shall be limited to CLAIMS that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and, upon CONSULTANT obtaining a final adjudication by a court of competent jurisdiction, CONSULTANT's liability for such claim, including the cost to defend, shall not exceed the CONSULTANT's proportionate percentage of fault.

SECTION 16. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Administrator. CONSULTANT agrees to provide CITY with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the CITY. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(c) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

SECTION 20. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 21. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 23. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: Nicole Almaguer
City Manager
City of Albany
1000 San Pablo Avenue
Albany, CA 94706

To CONSULTANT: David Stier
Nute Engineering
907 Mission Avenue
San Rafael, CA 94901

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

SECTION 25. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 26. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 27. WAIVER

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 28. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in Alameda County. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 29. CLAIMS.

All claims arising out of or related to this agreement must be presented not later than six (6) months after the accrual of the cause of action. Such claims shall be governed by the provisions of the Albany Municipal Code and such claims shall further be governed by the provisions of section 930.4 of the Government Code for the purposes of filing leave to present a later claim. It is further provided that subdivision (b) of section 911.4 sections 911.6 to 912.2, inclusive and section 946.6 are applicable to all such claims, and the time specified in this agreement shall be deemed the "time specified" in section 911.2 within the meaning of sections 911.6 and 946.6.

SECTION 30. W-9 FORM

Complete the attached EXHIBIT "D W-9 FORM" that will be removed from this contract and forwarded to our Finance Department for use during invoice processing.

SECTION 31. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "D", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 32. SEVERABILITY.

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF ALBANY:

By _____
Nicole Almaguer, City Manager

Date _____

CONSULTANT:

By _____
David Stier
(Authorized Officer)
Name: David Stier
Title: Vice President

By _____
Pippin Cavagnaro
(Authorized Officer)
Name: Pippin Cavagnaro
Title: Secretary

ATTEST:

Anne Hsu, City Clerk

Date _____

City of Albany Business License

BL # 9928003606
Expiration Date:
12/12/2025



Civil and Sanitary Consultants

August 26, 2025

Mr. Mark Hurley, P.E.
 City of Albany Public Works Director
 1000 San Pablo Avenue
 Albany, CA 94706

**Re: 2026 Sanitary Sewer Rehabilitation Project (SSRP)
 Proposal for Engineering Design Services**

Nute Engineering is pleased to submit the following proposal for the engineering design services for the 2026 Sanitary Sewer Rehabilitation Project (SSRP), which will involve rehabilitation of, at minimum, 6,426 LF of existing sewer lines within the City of Albany. The project work will primarily be done using pipe bursting as a pipe rehabilitation method. A project alignment on Marin Avenue will be replaced using an open-cut approach due to increased capacity/pipe size requirements and the San Pablo Avenue sewer in the project will likely require a Cured-In-Place-Pipe (CIPP) rehabilitation or sliplining method due to utility constraints. The exact locations and/or extent of the sewer replacements may be revised based on findings in the pre-design investigations.

PROJECT DESCRIPTION

The 2026 SSRP sewer lines are listed in the table below:

Street	Street Limits	Pipe Length (ft)
Kains Avenue	Washington Avenue to Solano Avenue (partial block)	471
Stannage Avenue	Washington Avenue to Solano Avenue (partial block)	509
Talbot Avenue	Washington Avenue to Solano Avenue (partial block)	664
Pamona Avenue	Washington Avenue to Solano Avenue	847
Washington Avenue Easement	Pamona Avenue to Key Route Blvd	227
San Pablo Avenue	Solano Avenue to Buchanan Street	915
Kains Avenue	North of Marin Avenue to mid-block	176
Stannage Avenue	Solano Avenue to Marin Avenue	1,144
Marin Avenue (north)	San Pablo Avenue to Cornell Avenue	730
Marin Avenue (south)	San Pablo Avenue to Cornell Avenue	743
	Total Linear Footage	6,426

Table 1. Limits and lengths of sewers for 2026 SSRP (City of Albany)

The subject sewers are located in the southern portion of the City and generally comprised of sewer mains identified in the 2014 City of Albany Sewer Master Plan. A pipe bursting rehabilitation approach has been typically implemented to rehabilitate these lines in past projects unless site constraints require an alternative pipe replacement method.

The 2026 SSRP includes the completion of the rehabilitation of the two parallel sewer mains on Marin Avenue spanning from Cornell Avenue to San Pablo Avenue. The upstream sections of these sewers were rehabilitated in 2020, but the downstream sections were not completed at that time due to a paving moratorium on Marin Avenue. The northern sewer on Marin Avenue will be replaced using an open-cut approach due to the necessity to upsize the pipe from 10" to 15" for added hydraulic capacity as specified in the Sewer Master Plan.

The 2026 SSRP also includes the rehabilitation of a sidewalk sewer on San Pablo Avenue from Solano Avenue south to Buchanan Street. This alignment will be more complicated than typical SSRP pipe rehabilitations based on the following considerations:

- Most of this alignment is within the Caltrans right-of-way therefore requiring an encroachment permit.
- Caltrans encroachment permit requirements for pipeline projects may require plan and profile drawings and/or a geotechnical investigation.
- Engineering traffic control plans and potholing may also be necessary depending on field conditions.
- Construction work in the easement portion of the pipeline will require coordination with the private business owners.

Because the exact requirements for the San Pablo Avenue sewer rehabilitation are not known, allowances are included in this proposal for the additional tasks in a separate schedule and will only be utilized if determined necessary and approved by City staff.

As stated, most of the sewer lines will be pipe burst and a DR-17 HDPE liner pipe will be inserted, except where a CIPP or open-cut method is necessary due to site constraints. Additional open-cut sewer replacement may also be necessary depending on pre-design investigation findings. The lateral connections will be reinstated and the lower laterals will be replaced or pipe burst. Most of the lines in the project are located in roadways, but some of the pipes are within easements on private property or on sidewalks requiring additional coordination with businesses and residents.

A two-way cleanout will be installed at the connection of the lower lateral to the upper lateral, likely in the sidewalk or just off the edge of the sidewalk. In addition, the manholes on the sewer lines will be replaced unless they are found to be new or in good condition.

During the sewer rehabilitation operations, it will be necessary to divert the sewage flow. Some of the lines planned for pipe burst are dead end lines so there is no flow coming through except for the connected properties. The homeowners will need to be advised not to use their fixtures during the pipe bursting process. Where there is a need to divert sewage, a pump will be inserted in the upstream manhole and the discharge pipe will need to be strung out to the downstream manhole. The daytime flows are typically low and cars can drive over the flexible discharge piping so it will not block driveways.

APPROACH TO THE DESIGN

In order to economize on the design costs, we plan to use the City's sewer maps as base maps without profiles for the majority of the bid and construction plans (except Marin Avenue and possibly San Pablo Avenue). The City's sewer maps are very detailed and provide the rim and invert elevations of the manholes, which will be sufficient information for the contractor's bidding and construction purposes. Topographic surveys will only be conducted for this project for the specific pipelines designated for open cut replacement. A field investigation will be performed to verify length of the project sewers based on a ground surface measurement and manhole depths using a survey rod with a specialized device designed for manholes.

Geotechnical investigations will not be completed for this project unless determined necessary for a specific location for which an allowance is included in the proposal. It is mutually understood that there is some risk of high ground water or hard rock being encountered during construction for project areas where a geotechnical investigation has not been completed. An allowance is included for a geotechnical investigation, if required (by Caltrans), for work within the Caltrans right-of-way on San Pablo Avenue.

We will prepare the bid schedule and bid descriptions as well as the special provisions and technical provisions dealing with pipe bursting, CIPP lining, open-cut sewer replacement and other required specifications.

The existing CCTV inspection records of these lines may not be sufficiently complete to locate all the side sewers connecting to the sewer mains. We will show one lateral per property on the plans either in the location determined by the televising or at an assumed location. The plans and specifications will require the contractor to televised the sewer lines to find the laterals and then physically locate and pothole all laterals prior to sewer replacement. In some cases, there may be more than one lateral per building structure which the contractor will need to find.

For the design plans we will show the location of the water and/or gas meters when a topographic survey is conducted, but we will not know the location of the water and/or gas services if USA markings are not visible. California Public Contract Code does not require that utility laterals are shown on the plans if a house is present at the location.

In the event the televising finds an obstruction that would prevent pipe bursting, the contractor will be required to dig up and remove the obstruction so the pipe bursting can proceed.

We will contact the utility companies for copies of their records of their underground utilities. Utilities will be shown on the plans in the vicinity of the pipe bursting and possible excavations such as where manholes are to be replaced or where the lower laterals will cross other utilities. If determined to be necessary, a contractor will pothole during the design phase to locate and confirm the depth and size of grade critical utilities. City of Albany storm drains will also be mapped based on the available GIS data.

Traffic control should not be a large issue for these sewers except where excavation will be required for manhole replacement, especially on busier roadways such as Marin Avenue and San Pablo Avenue. Traffic control may also be necessary around sewage diversions where manholes must remain open to accommodate the diversion piping. The project specifications will require the contractor to provide an engineered traffic control plan for approval by the City of Albany and Caltrans for the San Pablo Avenue rehabilitation work. An allowance for engineered traffic control plans is included based on potential Caltrans requirements for sewer work on San Pablo Avenue.

BASIC DESIGN SERVICES TO BE PERFORMED BY THE ENGINEER

The following are the scope of basic design services we propose to provide on the above described sewer improvement project:

Schedule A Services – 2026 SSRP Design and Preparation of Plans and Specifications

1. Perform Field Investigation – In-depth site investigation to verify and develop a database of findings:
 - Pipe lengths, diameter, materials
 - Manhole material, conditions, depths
2. Prepare contract plans using the City of Albany sewer map including the following:
 - a. Prepare the background plans and investigate the underground utilities from record drawings, markings on the pavement or from potholing by others.
 - b. Review State of California Geotracker site to assess risk of encountering contaminated soil or groundwater during construction.
 - c. Review televising information to locate laterals and possible obstructions. Draft the laterals and any obstructions on the plans.
 - d. Prepare the plans (without profiles) showing the sewer mains to be pipe burst together with annotations for sewer pipes outside of the Caltrans right-of-way.
 - e. Prepare plans and profile drawings for the San Pablo Avenue trunk sewer.
 - f. Prepare construction details including traffic control requirements.
 - g. Prepare technical specifications to be incorporated into the City's front end bid documents and standard specifications.
 - h. Coordinate all backfill, paving and traffic control requirements of the City of Albany and Caltrans.
 - i. San Pablo Avenue sewer investigation and Caltrans coordination to obtain encroachment permit.
3. Prepare an estimate of the project construction cost based on the final construction plans and specifications at 65%, 95%, and 100% submittal.
4. Attend a kick-off meeting and three progress meetings with City staff during design.
5. Provide assistance during bidding including responding to contractors' questions, attendance at a pre-bid meeting and issuing addenda as necessary.

Schedule B Services – Additional Design Tasks for San Pablo Avenue (Allowances)

1. Topographic surveying
2. Plan and profile drawings to Caltrans standards
3. Geotechnical investigation
4. Engineered traffic control plans

PROPOSED SCHEDULE

The following is our proposed schedule for the preparation of the Plans and Specifications for these projects:

2026 SSRP Schedule

October 1, 2025	Start engineering design work
December 15, 2025	Submit 65% Plans and cost estimate
January 15, 2026	Submit 95% Plans, Specifications and cost estimate
February 15, 2026	Submit 100% Plans and Specifications, final estimate for bidding

SERVICES NOT INCLUDED IN THIS PROPOSAL

It is understood that the following services are outside the scope of this proposal and will be provided by others:

1. Aerial mapping and setting of construction stakes.
2. Traffic control, if necessary, for field surveying.
3. Smoke testing and televising of the sewers and laterals as determined to be necessary.
4. Environmental review or preparation of an environmental impact report of the project.
5. Legal services in connection with the project.
6. Mapping and Acquisition of rights of ways, rights of entries and permits (except Caltrans encroachment permit).
7. Engineering testing/remediation services in connection with contaminated soil or groundwater.
8. On-site inspection services.
9. Engineering Services During Construction.

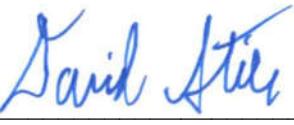
ENGINEERING FEE

We propose to do all the work on a time and materials basis to be billed according to the Schedule of Hourly Rates attached hereto as Attachment A. The following is the budget for the engineering fee for the schedule outlined above:

Schedule A – 2026 SSRP Design and Preparation of Plans and Specifications	\$149,457
<u>Schedule B – Additional Tasks (Allowances)</u>	<u>\$ 53,532</u>
TOTAL	\$202,989

Very truly yours,

NUTE ENGINEERING

By: 
David Stier, P.E.

Attachment A – Schedule of Hourly Rates
Attachment B – Project Estimating Sheet
Attachment C – Map of Project Alignments



ATTACHMENT A

2025 HOURLY RATE SCHEDULE

OFFICE PERSONNEL	HOURLY RATE
Principal Engineer	\$287
Senior Engineer	\$235
Engineer III	\$221
Engineer II	\$208
Engineer I	\$183
Field Representative*	\$202
Assistant Engineer II	\$144
Assistant Engineer I	\$133
Engineering Technician II	\$191
Engineering Technician I	\$169
1-Person Survey Crew w/Robotic Total Station	\$270
Office Surveyor	\$222
CAD Drafter II	\$176
CAD Drafter I	\$153
Technical Administrative Support	\$132
Clerical	\$112
LITIGATION SERVICES	
Court Appearance/Deposition	\$403

*Field Representative for construction is a Prevailing Wage category as required by the California Department of Industrial Relations.

REIMBURSABLE EXPENSES

Sub-consultants will be charged at 1.10 times cost. Charges for reproductions, blueprinting, outside computer services, rental of special equipment, delivery, express mail, insurance certificates (where client requires to be listed as an additional insured) and meals and lodging will be charged at 1.10 times cost. Mileage and technology charges are included in the hourly rates. Nute Engineering reserves the right to adjust its hourly rate structure for all ongoing contracts.

EFFECTIVE DATE: January 1, 2025

ATTACHMENT B
 CITY OF ALBANY
 2026 SANITARY SEWER REHABILITATION PROJECT
 PROPOSAL FOR ENGINEERING SERVICES - LEVEL OF EFFORT

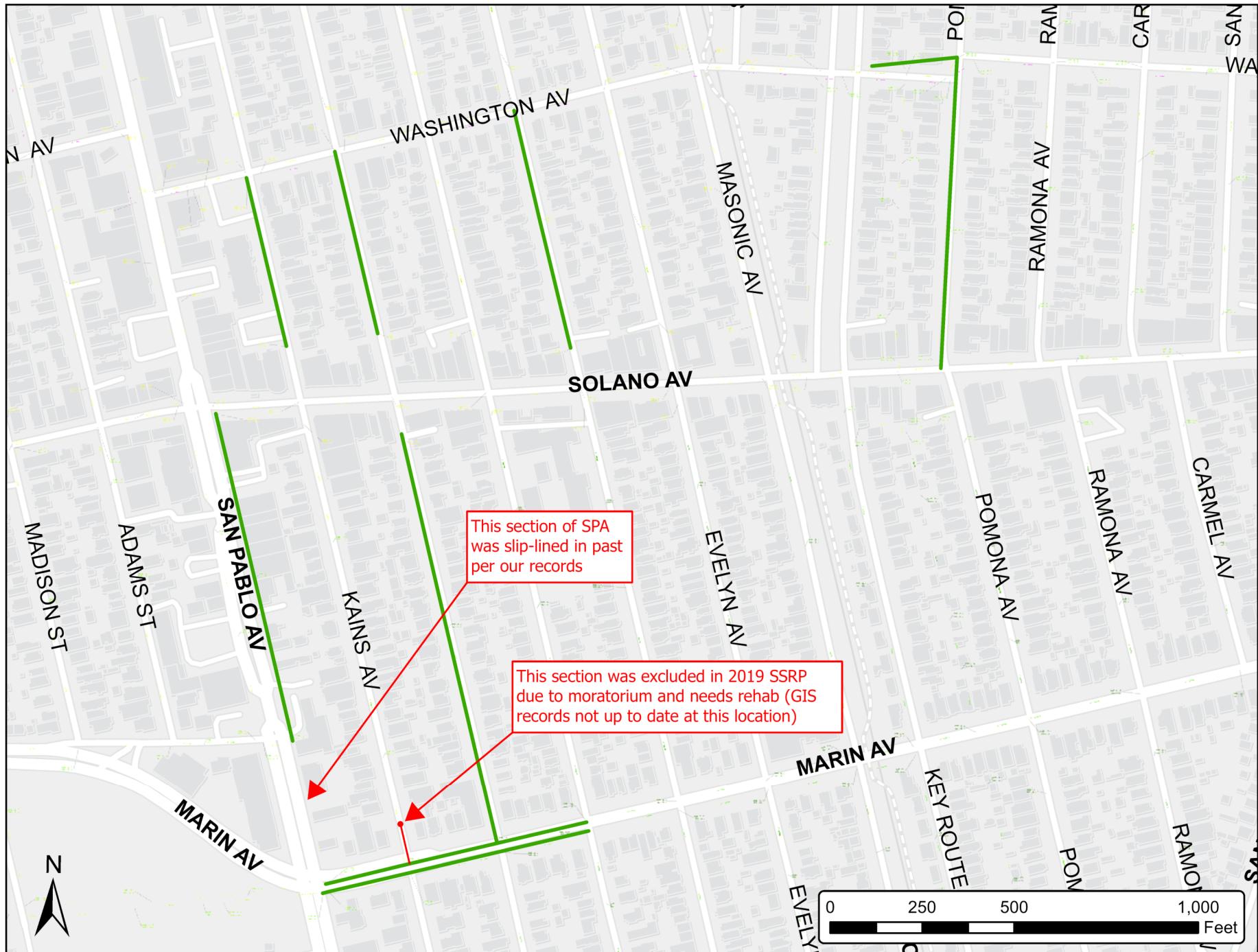
Nute Engineering
 907 Mission Ave
 San Rafael, CA 94901

	Survey Crew w/TS	Office Surveyor	Engineer III	Engineer II	CAD Drafter I	Technical Support	Direct Cost	Direct Cost Markup	TOTALS
Rate \$/Hr	\$270	\$222	\$221	\$208	\$153	\$132			
SCHEDULE A - 2026 SSRP Design and Preparation of Plans & Specifications									
1. Field Investigation - Pipe and MH Database			32	32	32	16			
2. Design and Prepare Plans and Details			32	32	32				
a. Prepare background plans, utility investigations			32	32	32				
b. Review Geotracker for possible contaminated areas				4					
c. Review CCTV Inspection Reports/video, draft laterals			16	24	40				
d. Prepare pipeburst plans and annotations (plan only, no profiles)			32	32	40				
e. Prepare plan and profile drawings (Topo - Marin Avenue - North alignment)	16	16	20	20					
f. Prepare construction details			20	20	40				
g. Technical Specifications			8	8		20			
h. Coordinate backfill, paving and traffic control, Caltrans Requirements on San Pablo Ave.			12	12					
i. San Pablo Sewer Investigation/Caltrans EP Coordination			32	32	20	16			
3. Prepare estimates of construction cost @ 65%, 95%, and 100%			12	12					
4. Attend kickoff meeting and two progress meetings			9	9					
5. Assistance during bidding (contractors' questions, pre-bid mtg, addenda)			8	8		8			
Total Hours	16	16	233	245	204	60			774
Total Schedule A Cost	\$4,320	\$3,552	\$51,493	\$50,960	\$31,212	\$7,920			\$149,457
SCHEDULE B - Additional Design Tasks for San Pablo Avenue (Allowances)									
1. Topographic surveying	24	24	4	4	32				
2. Plan and profile drawings to Caltrans Standards			16	16					
3. Geotechnical investigation			4	4		15,000	1,500		
4. Engineered Traffic Control Plans			8	8		6,000	600		
Total Hours	24	24	32	32	32				144
Total Schedule B Cost	\$6,480	\$5,328	\$7,072	\$6,656	\$4,896		\$21,000	\$2,100	\$53,532
TOTAL	\$10,800	\$8,880	\$58,565	\$57,616	\$36,108	\$7,920	\$21,000	\$2,100	\$202,989



Attachment C: Project Alignments

2026 SSRP (Phase A) Scope



Date: 8/20/2025