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MASTER AGREEMENT

BETWEEN

THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

AND THE CITY OF MILPITAS

RELATING TO THE SILICON VALLEY RAPID TRANSIT PROGRAM BERRYESSA EXTENSION PROJECT

draft

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This is a Master Agreement ("Agreement") between the City of Milpitas, a general law city of the State of California ("City") and the Santa Clara Valley Transportation Authority, a public transit district ("VTA") (collectively, the "Parties"). This Agreement is entered into this ____ day of ____ 2010 (the "Effective Date").

RECITALS

A. The Bay Area Rapid Transit system ("BART") comprises a network of four heavy-rail rapid transit lines serving several of the urbanized counties (San Francisco, Alameda, Contra Costa, and San Mateo) of the San Francisco Bay Area. At present, the southern terminus of the system is in the City of Fremont in Alameda County. There is no BART service within Santa Clara County. VTA has undertaken a program of activities leading to extension of BART service into Santa Clara County. Ultimately, VTA intends to construct an extension of approximately 16 miles, providing service to the Cities of Milpitas, San Jose and Santa Clara. The extension, sometimes referred to as the Silicon Valley Rapid Transit Corridor, will be constructed by VTA and operated by BART.

B. The Bay Area Rapid Transit system ("BART") extension into City and Santa Clara County is intended to provide a higher quality of life, economic vitality and many other benefits to the Milpitas community and County region. VTA and City will work together to achieve positive impacts (both short-term and long-term) to the City of Milpitas, by delivering a well designed system that is a good balance between excellent design and costs.

C. To maximize the opportunities for development of a transit oriented community, City has made land-use changes to its General Plan by adopting a "Transit Area Specific Plan" around the proposed Milpitas BART station and creating a developer impact fee, the Transit Area Development Impact Fee Program, to fund portions of the infrastructure needed, such as the extension of Milpitas Boulevard, support the mixed use redevelopment of this area, and provide increased and long term sustained BART ridership patronage.

D. The project is expected to be developed in phases. An initial phase of approximately ten miles has been proposed, which would extend from the planned Warm Springs station (currently under development in the city of Fremont), through the City, to a temporary terminal station at Berryessa in the City of San Jose. This phase is referred to as the Berryessa Extension Project (SVBX) ("Project") and includes two stations, one in Milpitas at the intersection with the VTA Alum Rock/Santa Theresa Light Rail Line near Great Mall Parkway and one near the temporary terminus in San Jose, near Berryessa Road.

E. VTA, along with the Federal Transit Administration ("FTA"), has prepared a final environmental impact statement ("FEIS") for the Project and has proposed a mitigation monitoring and reporting plan ("MMRP") which includes mitigation measures in the City. As part of the FEIS process, the City reviewed the environmental documents and provided comments and suggestions on, and proposed revisions to, the Project.

F. In addition, VTA and the City have consulted on the design, engineering, and urban planning aspects of the Project. The City desires to cooperate with VTA to facilitate the construction and operation of the Project and VTA recognizes the importance of public health, safety and various other public services which the City provides to the community for economic and quality of life benefits. Construction of the BART guideway and stations will require reconstruction or relocation of existing City infrastructure, including roads and utilities. The project will also relocate infrastructure owned by other agencies and VTA will need to coordinate these relocations to minimize temporary and permanent impacts on all Parties and the public. Accordingly, through this Agreement, VTA and the City desire to create and memorialize an overall structure for interagency cooperation, processes, elements, City permitting, execution of the project design and construction, and consultation between the Parties.

G. VTA and the City acknowledge that it will be necessary to develop procedures to ensure careful and continued cooperation between the Parties, including the following: (1) procedures for finalizing any necessary design and construction options relating to City Infrastructure; (2) procedures to avoid unnecessary delays to either the contracting or construction process; (3) procedures for inspecting the construction, relocation, and

replacement, as necessary, of city infrastructure; and (4) procedures for minimizing and controlling negative impacts to the community both during and after construction.

H. The Parties acknowledge that the Project is funded in part with funds made available by the Federal Transit Administration. Accordingly, this comprehensive agreement and the obligations imposed on the Parties hereby shall be interpreted in a manner consistent with both Federal and State laws and regulations, including the requirements of 49 U.S.C. Section 5309 ("New Starts").

I. The Parties recognize that this Agreement may not reasonably anticipate all aspects of the Project and changes thereto which may occur due to unforeseen circumstances. Accordingly, the Parties acknowledge their respective obligations to act reasonably and in good faith and to modify the terms hereof when necessary to accomplish their mutual goals.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

SECTION 1: OPERATIVE DATE

This Agreement will be effective when executed by both Parties.

SECTION 2: DEFINITIONS

The following definitions relate to such terms found in the entire Agreement, including, without limitation, all Exhibits hereto.

A. "VTA" The Santa Clara Valley Transportation Authority, its officers, employees, agents, consultants, and contractors.

B. "Base Level" The City infrastructure of the size, capacity, and capabilities (i) in existence at the time of the execution this Agreement and (ii) the City infrastructure of the size, capacity, and capabilities already programmed, at the time of the execution of this Agreement, for future construction within a twenty-year period along the BART corridor and in the Milpitas Transit Area Specific Plan, City master plans, capital improvements programs, and other long range documents.

C. "Project Triggered Facility Work" The upgrading, redesign, or adjustment of City facilities (e.g, protective sewer main line sleeves) that are necessitated by construction of the SVBX Project, but are nonetheless considered to be non-grant fundable "Concurrent Non-Project Activities" or "betterments" under FTA Circular 5010.1D, Section 5.l. (Nov. 1, 2008). Such upgrading, redesign, or adjustment work shall be performed by VTA and funded by non-FTA grant fund monies. The extent and scope of a Project-Triggered Facility Work shall be calculated as that upgrade, redesign or adjustment work to facilities above or different than the Base Level.

D. "Bid Package" The invitation to bid, instructions to bidders, forms for the submittal of bids, and all other documents provided to prospective contract bidders.

E. "CEQA" The California Environmental Quality Act, Public Resources Code Section 21000 et.seq.

F. "City" The City of Milpitas, its officers, employees, agents, consultants and contractors.

G. "City Infrastructure" All City-owned facilities and appurtenances including, but not limited to, City streets (pavement sections, pavement markings, curbs, gutters and sidewalks), traffic control devices, storm drains, sanitary sewers, water lines, hydrants, street lighting systems, landscaping, irrigation systems, fiber optics, and other communication systems.

H. "Contract Documents" The executed base agreement, contract drawings, construction drawings and construction specifications, design criteria, bonds, addenda, change orders, materials incorporated by reference by the base agreement, and other documents that set forth the legally binding rights and obligations of VTA and its chosen contractor for the construction of the Project or its subcomponents.

I. "FEIS" The Final Environmental Impact Statement for the Project. The FEIS process will be completed when a Record of Decision is issued by FTA. This is currently expected to occur in the spring of 2010.

J. "FTA" The United States Department of Transportation, Federal Transit Administration.

K. "MMRP" The Mitigation Monitoring and Reporting Plan for the Project.

L. "MTC PCI Index" The Pavement Condition Index methodology set forth in the December 1988 Metropolitan Transportation Commission Pavement Management System Users Guide.

M. "NEPA" The National Environmental Policy Act

N. "Parties" The City and VTA

O. "Plans and Specifications" Drawings, documents, plans, specifications, general and special conditions, and related construction documents defining the work to be done for the "Project."

P. "Project" or "SVRT Project" The Berryessa Extension Project as defined in the FEIS and this Agreement. The Project is also referred to as "SVBX" in the locally Preferred Alternative document submitted to FTA.

Q. "Project Owner" VTA is the owner of the Project and shall be responsible for fulfillment of engineering studies, design, right of way clearance, construction management, plans and specification preparation, construction, inspection, and environmental clearance requirements.

R. "ROD" The Record of Decision issued by the Federal Transit Administration for the Project, indicating FTA's acceptance of the FEIS and the conclusion of the environmental review process for the Project.

S. "Standard Specifications" The standard construction details, drawings, general and special conditions, and construction methods usually and customarily utilized by the City for public works projects.

T. "Transit Area Development Impact Fees" The developer impact fee collected by the City pursuant to City of Milpitas Resolution No. 7778 from new developments within the

Transit Area Specific Plan area for the construction of needed public infrastructure and improvements.

U. "VTA" Santa Clara Valley Transportation Authority.

SECTION 3: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to memorialize the Parties' consultation and cooperation thus far, define their respective rights and obligations, and ensure future cooperation between VTA and the City in connection with the Project. This Agreement also categorizes those portions of the Project for which VTA shall seek FTA funding and those portions of the Project that VTA shall perform with non-FTA funds. The Parties shall enter into subsequent agreements or permits for specific sub-components of the Project as necessary.

SECTION 4: FUNDING AND ENVIRONMENTAL APPROVAL CONSTRAINTS

The Parties acknowledge that VTA's ability to act in accordance with this Agreement is constrained by external factors, including but not limited to:

- The requirement for FTA to issue a Record of Decision (ROD) before VTA may take any actions regulated under the National Environmental Policy Act (NEPA); and
- Completion of a Full Funding Grant Agreement (FFGA) between VTA and FTA, which is a necessary component of the project's financial arrangements.

SECTION 5 SPECIFIC MITIGATION MEASURES

NEPA requires that each significant adverse environmental impact of a project be identified in the Project's Environmental Impact Statement and that feasible mitigation measures or alternatives be identified and implemented. The FEIS identifies each significant environmental impact of the proposed project. A comprehensive list of mitigations associated with the Project is set forth in the MMRP. VTA will comply with and implement the requirements of the MMRP.

SECTION 6: PROJECT FEATURES

The Project features set forth in Paragraphs A through H, below, are intended to be an overview of Project work.VTA intends to seek FTA grant funding for some or all of these features and

perform. They are not intended to constitute a comprehensive list of project features and obligations, but are described in this Agreement because they are of particular concern and have a direct impact to the City. A comprehensive list of project features associated with the Project is set forth in the FEIS. Party obligations for work that VTA does not intend to seek FTA grant funding (i.e., Project-Triggered Facility Work) is set forth in Section7 .

VTA shall design and build the following:

A. Dixon Landing Road—BART crossing: The Project definition includes a retained cut option for the Dixon Landing Road Crossing with Dixon Landing Road at grade.

B. Milpitas Boulevard Extension: The Milpitas Boulevard Extension is a required mitigation to reduce project impacts to levels of less than environmental significance under the Silicon Valley Rapid Transit Corridor Final EIR (2004) and shall serve as the main access way to the Milpitas BART Station. The Project definition includes right-of-way acquisition, design and construction for the Milpitas Boulevard Extension from Montague Expressway to Capitol Avenue as part of the Milpitas BART Station construction. VTA and the City shall enter into a cost sharing agreement to cover costs associated with the design and construction of the Milpitas Boulevard Extension. The City shall reimburse up to 50 percent of Milpitas Boulevard Extension costs, not to exceed the amount set forth in the Transit Area Development Impact Fee program documents and underlying technical reports for the funding of such extension, provided that the City collects sufficient Transit Area Development Impact Fees to cover this cost. Reimbursement of fifty percent (50%) of VTA's Milpitas Boulevard Extension costs shall be the first priority of the Transit Area Development Impact Fee program. Notwithstanding the foregoing, the City's obligations under this subsection shall be subordinate to any statutory or regulatory requirements, the funding and disbursement requirements set forth in Chapter 4 of Title VIII of the Milpitas Municipal Code and Milpitas Resolution No. 7778(A Resolution of the City Council of the City of Milpitas Establishing a Transit Area Development Impact Fee for Public Infrastructure and Improvements)(Sept. 2, 2007), and the pledge of any Transit Area development Impact Fees the City has made by contract or by way of outstanding City bonds or other debt, existing as of the date of this Agreement, including impact fee advances, deferrals or

waivers by the City pursuant to a development agreement, development and disposition agreement, or other legal commitment.

C. Milpitas BART Station: VTA intends to design and construct the Milpitas BART Station West Option alternative.

D. Montague Expressway Widening - The proposed site plan for Milpitas Station includes the addition of a frontage road to serve the station along the south side of Montague Expressway. The details of the frontage road construction and all other Montague Expressway improvements are subject to approval by the County of Santa Clara.

E. Piper Drive Improvements – VTA will restore Piper Drive to the condition in existence at the start of construction. Other improvements may include relocation of the railroad "Y" trackage across Piper Drive and final configuration of Piper Drive improvements are also dependent on CPUC and UPRR. Therefore, a separate agreement amendment may be required, to address unforeseen work and/or obligations on Piper Drive.

F. Pedestrian Bridge at Grade connecting Piper Drive to Great Mall – VTA will design and construct the BART retained cut in a manner that does not preclude the construction of the proposed pedestrian bridge in the future by others.

G. BART Corridor improvements including soundwalls, storm pump stations, landscaping and other necessary street and utility infrastructure.

SECTION 7: PARTY OBLIGATIONS AS TO NON-FTA GRANT FUNDABLE WORK (PROJECT TRIGGERED FACILITY WORK) AND CREDIT OFFSETS

A. Exclusion from FTA Funding. The Parties acknowledge that the Project may cause the need for the upgrade, redesign or adjustment of City facilities that is nonetheless ineligible for FTA grant funding under FTA Circular 5010.1D, Section 5.l. (Nov. 1, 2008). Such work is referred to in this Agreement as Project-Triggered Facility Work. Likewise, the Parties acknowledge that the Project may displace planned development identified in the Transit Area Specific Plan for which the City was anticipating Transit Area Development Impact Fees and other development-related fees and facility dedications for which the City is entitled to offsetting credits. However, such credits or

offsets for foregone City development-related fees may likewise be ineligible for FTA grant funding. Accordingly, the Parties hereby commit to the following obligations as to such non-FTA funded work and financial disruptions.

B. VTA shall design and construct all Project Triggered Facility Work. The costs of such design and construction work shall be funded by non-FTA grant fund sources.

1 City Master Plan Accommodation. The City has prepared Master Plans to describe long-term expansion of its sewer, water and storm drainage facilities. VTA will review locations where these Master Plans indicate City Facilities crossing the BART alignment that are proposed to be installed, replaced and/or upgraded. For each location, VTA will identify a method to facilitate the future construction by the City. The form of the accommodation may vary depending on the site characteristics and the nature of the BART guideway at the location (at grade, retained cut, etc.). The accommodation may include placement of sleeves, construction of short segments of pipe for future City connection, provision of access points, or other measures mutually agreed upon by the VTA and the City.

C. Credits for Offsetting VTA and City Costs.

1. Transit Area Development Impact Fees for Public Infrastructure and Improvements and Dedicated Facilities. VTA shall provide to the City credits for displaced or lost Transit Area Development Impact Fees. These City of Milpitas fees were adopted by resolution of the City Council on September 2, 2008, and said schedule of fees (adjusted annually) shall apply to all new development in the Transit Area as follows:

a. Residential - $23,800 per unit

b. Commercial - $16.70 per square foot

c. Office - $25.00 per square foot

d. Hotel - $9,000 per room

VTA shall also credit the City for the value of any displaced facilities that were planned for construction and dedication to the City pursuant to that certain Cost Sharing and Reimbursement Agreement for the Transit Area Plan's Piper Montague Subdistrict, approved by the Milpitas City Council on August 18, 2009, and the entitlements mentioned therein.

2. Credit for Project Triggered Facility Work. The City shall credit VTA for the value of any Project Triggered Facility Work constructed by VTA, up to but not exceeding the anticipated total displaced Transit Area Development Impact Fee amount set forth in subsection 1 above. As to each Project Triggered Facility Work, VTA and the City shall enter into a separate agreement or memorandum of understanding outlining the nature and extent of the work, including related plans and specifications, and the amount of credit due to VTA, prior to commencement of construction. Credit for any salvage value of facilities which were either removed or retained by the City during replacement, modification, enlargement or expansion shall be based on the resale value of these facilities, less selling expenses. The schedule of payment to be paid to VTA by City shall be defined in the cooperative agreement. The City shall credit VTA for all Project Triggered Facility Work within 30 days from the date a VTA invoice calculated according to the credit provisions provided above is received by the City. Notwithstanding the terms set forth in this Section, VTA and the City may agree in writing, with supporting documentation, on a case-by-case basis, that, where construction of the Project will preclude future economical access to or repair, improvement or construction of City utilities, inclusion of methods to mitigate such future detriment shall not be construed to be a Project Triggered Facility Work.

3. No Cash Payments By Either Party. It is the understanding and intent of the Parties that under no circumstances shall this Section 7 be construed as an obligation to make cash payments or to pay local developer impact fees by either Party. Instead, the parties desire to set up a system of offsetting credits for Section 7 obligations and displacements that have monetary value.

SECTION 8: GENERAL VTA COMMITMENTS

A. Impacts on City Infrastructure and Construction of New City Infrastructure

1. The Parties recognize and agree that Project construction and delivery trucks may negatively impact public street surfaces. VTA acknowledges that the weight and operation of construction vehicles reduce the useful life of pavement sections and subbases without damage being readily visible. Accordingly, the Parties desire to ensure that such latent construction impacts be objectively measured and that the City not suffer a diminution in the value or useful life of such streets. Accordingly, the Parties agree to use as a baseline a pre-construction survey of City streets and infrastructure in order to determine Project impacts.

2. VTA shall pay for the construction, reconstruction, relocation and repair of City facilities associated or impacted by the Project and offer for dedication to the City all such improvements after the Project is completed, subject to the maintenance provisions in this Agreement and a one year limited warranty period. VTA shall provide as-built drawings in hard copy format and electronic AutoCAD format 2009 or latest edition.

B. City Private Job Account—VTA shall make payments to the City via the City's Private Job (PJ) Account system for cost recovery of City plan check, inspection, and coordination directly associated with the Project. City and VTA will develop a work plan for the review services and develop a budget for the first year. The budget will then be re-assessed at annual intervals. VTA will deposit an initial amount of $700,000, which is an estimate equal to the first year's anticipated effort, prior to requesting the services covered by the workplan, and shall maintain a minimum positive balance of $50,000 at all times until the end of the Project. The PJ account is to be used to fund the work of technical-level city staff; senior city management (department heads and City Manager) will continue to consult on the Project at no cost to VTA. The City may also use the PJ account to fund project-related services of its consultants. Consultant services shall be provided in accordance with a written work authorization which includes a defined scope of work, hourly rates and total task budget, and the work authorization must be approved

in advance by VTA before the consultant begins work. VTA shall have the right to request changes in the personnel assigned to the project from either City staff or City's consultants. Furthermore, VTA shall anticipate and provide additional funding to the City to pay for independent advice, overtime for plan reviews and input on design issues in the event the City determines that such advice is needed following the award of the design/build project. VTA shall ensure that the City has at least 30 days for initial plan submittal review and in a design/build delivery context. In the event that the assumptions underlining the work plan change, the City shall have the right to update City costs and response time requirements.

C. City Permit Agreement and Encroachment Permits

1. VTA shall enter into a City Permit Agreement prior to issuing any Bid Package for portions of the SVRT Project affecting the City's infrastructure. This City Permit Agreement shall require VTA, as the project owner, to comply with City encroachment requirements and regulations when working in City right of ways and/or engaging in work affecting City infrastructure. In addition, the City permit agreement shall require VTA to contractually require its chosen general contractors and its subcontractors to obtain City encroachment permits, prior to commencement of work, within the City right of way and prior to work on existing City infrastructure.

2. VTA agrees to pay the customary sewer and water connection fees, treatment plant fee, and storm drain connection fees in accordance with the City Municipal Code.

3. The Parties agree that VTA has certain protections from local permitting requirements under Government Code § 53090(a) and Public Utilities Code §§ §§100002, 100115. Without in any way abrogating or waiving such protection, VTA desires and agrees to seek the feedback and nonbinding input of the City Fire and Building Departments for the Milpitas BART station, parking garage, and emergency egress along the BART retained cut portions of the track alignment purely in the form of advisory or courtesy plan checks. VTA agrees to pay fees for courtesy plan checks at the same rate as the City customarily charges for plan check services to projects requiring a Fire Department permit. Courtesy plan check or review timelines shall be the same as those set forth in the Milpitas Municipal Code and resolutions for standard project reviews.

4. VTA shall also ensure in it's various design and construction contracts, provisions for increased additional insured coverage for the City. City has minimum contract insurance provisions of $2.0 million per incident, and based upon risk of construction work for public health and safety, additional amounts are required.

5. VTA shall comply with all applicable regional, State and Federal regulations, including but not limited to San Francisco Bay Region Municipal Urban Runoff, State regulations on hazardous materials, and Federal (FEMA) Flood mitigation regulations.

D. Easements and Right of Ways—VTA shall acquire and transfer to the City all easements and right of ways necessary to relocate any City facilities within 12 months after VTA construction is completed or prior to the opening of the Milpitas BART Station, whichever is sooner. VTA shall pay for all costs associated with the acquisition and transfer of any easements or new right of ways.

E. Transit Area Specific Plan Design Compliance— If VTA engages in redevelopment of any property under its ownership that is not used for transit purposes, within the boundaries of the Transit Area Specific Plan area, any such development shall comply with all requirements of the Specific Plan to the same extent that a private developer would be bound by the Plan. Furthermore, for even transit facilities, VTA shall comply with all land use policies and plan line features as adopted in the Transit Area Specific Plan, including but not limited to the following provisons of the Transit Area Specific Plan: (i) Section 3 – Land Use, Circulation and Parks; (ii) Section 4 – Development Policies for Plan Subdistricts; (iii) Section 5—Development Standards and Design Guidelines; (iv) Section 6 – Utilities and Public Facilities; and (v) Section 7-Implementation of Transit Area Specific Plan.

F. Flood Mitigation – VTA shall construct storm drainage improvements across Montague Expressway at Piper Drive, and Wrigley Creek Improvements along Piper Drive downstream of Montague Expressway to carry the 100 year flood event to the closest feasible downstream point of connection with the City's existing system consistent with City's updated Storm Drainage Master Plan.

G. No Delayed Phasing of Important Community Improvements – VTA shall not phase any improvements as part of the project prior to obtaining City Approval for affected City facilities to avoid deferral of "incidental work" such as landscaping and final street paving.

H. Continuity of Service – The City is a municipal corporation including fire, police, water, sewer and storm drainage, responsible for essential community, public health and public safety services. Construction activities and the installation of permanent Project improvements will bisect the City of Milpitas from north to south. VTA and the City agree that the City must be able to continue to seamlessly provide those essential public health and public safety services throughout the entire construction and post-construction periods. VTA will therefore provide temporary and permanent provisions, as required, for the City to continue providing these essential services.

1. Emergency Contact Personnel—During construction of the Project, VTA shall provide the City with a list of VTA personnel to be contacted in the event of an emergency on the Project construction sites within the City. VTA shall also develop processes and procedures for continuous VTA response to health and safety emergencies. In the event of any project construction damage to the City's public health and life safety facilities and infrastructure (e.g. water, sewer, traffic signaling and safety equipment, and stormwater collection systems) or the creation of roadway hazards, the City shall conduct emergency repairs and be reimbursed by VTA.

I. Public Utility Relocation—VTA and the City acknowledge that they intend to enter into a separate agreement relating to City-owned utilities that will be affected by the Project, allowing VTA to modify and/or relocate those City-owned utilities. Attached Exhibit A identifies City-owned utilities currently known to be affected. The City further agrees to cooperate with VTA to identify said utilities, and to work cooperatively to identify possible cost-effective designs for the modified or relocated facilities. Notwithstanding the foregoing, the Parties agree that any cost-effective or value-engineered designs must comply with City engineering and infrastructure standards and conform to City planning and capital improvement plans for the placement, quality and character of City infrastructure, including but not limited to the Milpitas Transit Area Specific Plan and the City's master plans.

J. Relocation of Private Utilities—The relocation of private utilities within City public right of ways and easements by VTA shall require separate permit agreements between the

City, the private utilities, and VTA. Such permit agreements shall be reviewed and approved by the City prior to the start of construction. VTA shall also finalize and grant all necessary licenses, easements, and other property rights twelve months after the completion of the private utility relocation or the opening of the new Milpitas BART Station, whatever is sooner.

K. Federal Requirements—VTA is pursuing federal funding through the Section 5309 New Starts funding program. The requested New Starts funding is an essential component of the financial plan for the Project, and is also a pre-requisite to allow the collection of the Measure B sales tax increment that will fund operation of the BART extension. The parties acknowledge the necessity of complying with FTA requirements under the New Starts program, and agree to cooperate and act in good faith in the effort to secure said funding.

L. City Review of Final Construction Documents—After development of final construction documents, VTA will provide the City with plan(s) addressing construction delivery routes for City review and approval, which approval shall not be unreasonably withheld. VTA will provide the City with plan(s) addressing storage areas, contractor employee parking, construction yard location, and construction site ingress and egress for review, comment and permitting, as it affects City facilities. Street cleaning on streets affected by construction of the Project will be performed in accordance with the Contract Documents. Site drainage and storm water pollution prevention shall be performed in accordance with the City's stormwater quality protection program to ensure the City's compliance with its NPDES discharge permit, also known as the San Francisco Bay Region Municipal Regional Permit, and the requirements of the Regional Water Quality Control Board.

M. VTA Minimization of Community Impacts—VTA and its contractor shall work closely with the City of Milpitas to minimize disruptions to the local businesses and community. VTA and its contractor shall maintain access to all businesses within City boundaries for the duration of the Project construction, unless VTA and specific businesses reach agreement to close business access for construction work.

1. Furthermore, VTA and its contractor shall limit work hours for construction activities directly adjacent to residential uses, including delivery of construction materials, supplies or equipment on or to a construction site, to the hours of 7:00 a.m. to 7:00 p.m. on weekdays and weekends. Such work hour restrictions shall not apply to work near non-residential uses.

2. During the holiday shopping season (i.e., the period of time starting on the weekend before the Thanksgiving holiday and ending on January 2), VTA and its contractor shall ensure public access and use of all vehicular traffic lanes on Great Mall Parkway, East and North Capitol Avenue, and Montague Expressway, after 5:00 p.m. on weekdays and all hours of the day during weekends. During such hours, VTA and its contractors shall refrain from any work that blocks or impedes vehicular traffic flow.

N. Community Outreach—Before and for the duration of Project construction, VTA shall assign a lead representative to perform outreach and handle Project-related complaints from City residents, City officials, and/or staff. VTA shall provide written notice to the City and shall publicize the telephone number, fax number, and E-mail address of the lead representative. City shall provide a list of City stakeholder groups. Before and during the Project, the VTA lead representative will perform outreach and hold informational meetings with said stakeholder groups. The lead representative shall also make an initial response to all complaints within 24 hours. Follow-up of complaints will be completed within a reasonable time following initial contact with the complainant. VTA will work in good faith and take reasonable actions to ensure resolution of complaints and take corrective actions within a reasonable period of time following the initial contact with the complainant, assuming the complaint is found to be valid and the necessary corrective action can be undertaken within the project's schedule and budget constraints. It is VTA's intent that its community liaison staff will effectively and satisfactorily meet the needs of the City staff and residents.

O. Emergency Alarm Response—VTA shall ensure that it and any future operator of the Milpitas BART station and the associated parking structure shall subject itself to Milpitas Municipal Code provisions and resolutions regarding emergency alarm response costs.

SECTION 9: CITY INFRASTRUCTURE

A. Construction Standards: VTA-administered construction or reconstruction of City Infrastructure will be in accordance with City of Milpitas Standard Drawings, Specifications and Engineering Guidelines in effect at the time the final construction drawings are prepared and submitted for City Engineer approval. Deviations or exceptions to the City of Milpitas Standard Drawings, Specifications and Engineering Guidelines may be allowed, but only when such deviations or exceptions are needed to accommodate unique aspects of the Project. Said exceptions are not intended for and shall not be used solely for the purpose of providing the Project with cost savings. Any deviation or modification must be approved in advance and in writing by the City Engineer.

B. City Review of Project Plans and Specifications:

1. During each major phase of Project design development (e.g., preliminary engineering and final engineering), VTA will provide the City with Plans and Specifications showing work to be performed on or directly affecting City Infrastructure for review and approval, which approval shall not be unreasonably withheld. Approval or disapproval of the Plans and Specifications will be delivered in writing to VTA no later than four (4) calendar weeks from the City's receipt of such Plans and Specifications. VTA and the City may agree in writing to mutually convenient time extensions or accelerated review periods through VTA payment of City overtime and other accelerated review costs. VTA will make reasonable efforts to provide the City with ten (10) working days notice prior to submission of plans pursuant to this subsection in order to allow the City to mobilize review forces.

2. At the time of issuance of a Notice to Proceed to the construction contractor, VTA will provide the City with a construction schedule for review and comment. VTA will also provide periodic construction progress schedules as they are developed by the contractor for the City's review and comment.

C. Permits. The City will issue all necessary permits for work to be performed on City Infrastructure in accordance with the Milpitas Municipal Code. VTA shall be responsible for payment of usual and customary fees charged by the City for such permits. The City will cooperate with VTA in identifying all City permits necessary for work to be performed under this Agreement.

D. Construction Management and Inspection:

1. VTA shall be responsible for all construction management, inspection and testing necessary to ensure that all construction of City Infrastructure is performed in accordance with the contract documents. VTA shall provide test results and construction documentation to the City on a timely basis to enable the City to review the adequacy of the work during construction and to permit timely acceptance of the completed work.

2. VTA will pay the usual and customary inspection fees charged by the City for any inspection, oversight services, and testing performed by City inspectors on City Infrastructure. Testing may include compaction for utility trenches, roadway backfill and structural sections, traffic control devices, inspection of sanitary sewer lines and storm drains, water discharge sampling and analysis to comply with State General Construction Permit or material testing to determine the quality of materials applied to the work performed by VTA.

3. The City retains the right to exercise control over the employment, compensation, and discharge of its personnel performing any inspection or testing services under this Agreement. The City agrees to coordinate all inspections and/or testing by city personnel through the VTA Resident Engineer. VTA retains the right to direct the contractor's construction activities.

4. Interim As-builts of City utilities – VTA to provide interim as-built submittals of City utilities, within 2 weeks of charging water, storm and sewer systems, in order for the City to provide emergency response to these facilities.

E. Construction Impacts to City Infrastructure Other Than Streets:

VTA shall be responsible for the repair, relocation, or replacement, as appropriate under the terms set forth in this Agreement, of City Infrastructure other than streets affected by construction of the Project.

1. VTA, in consultation with the City, shall perform a pre-construction survey including photographs of all City-owned facilities other than streets which will be affected by constructions activities. VTA will repair any facilities determined by VTA to have been damaged by project construction to a condition reasonably satisfactory to the City and VTA, as supported by the pre-construction survey.

F. Construction Impacts to City Streets:

1. Repair and Reconstruction of City Streets: The Parties agree recognize and agree that Project construction and delivery trucks may negatively impact public street pavement and structural sections. Both before and after construction, VTA, in consultation and cooperation with the City, will perform a pavement survey, which will include visual inspection, deflection testing, and videotape of City streets which may be affected by construction activities. Said pre-construction and post-construction pavement surveys will be performed in accordance with the December 1988 Metropolitan Transportation Commission Pavement Management System Users Guide (the "MTC PCI Index.") VTA and the City agree that, in accordance with the pavement surveys and the MTC PCI Index, VTA shall include bid items in it's contracts for pavement repair and resurfacing, for the purpose of restoring the pavement on truck routes used for the construction of the Project, for damage and declined pavement life, directly attributable to construction of the Project. Bid items shall be based on reasonable assumptions of roadway work anticipated due to heavy construction equipment operations. For any additional work not included, or quantities exceeded in the bid quantities and items, VTA agrees to pay the City the Dollar Amount reflecting the decline in the PCI directly attributable to construction of the Project.

G. Completion and Acceptance

Upon completion of construction, reconstruction, enlargement, expansion or relocation of any City Infrastructure and at such time as it is appropriate for the City to become responsible for operation of such City Infrastructure, VTA will notify the City that said infrastructure has been completed. The City will accept such infrastructure or any useable portion thereof in a timely manner and in accordance with the City's usual and customary practice for accepting such infrastructure, if, after inspection by the City, it is determined that the work, including any work performed pursuant to a change order, has been performed in accordance with the contract documents for each Contract for work to be performed within the City. If, after inspection by the City, it is determined that the work has not been so performed, the City shall notify VTA of any claimed deficiency within thirty (30) working days from City's discovery of the defect. Thereafter, VTA will investigate and if VTA agrees with the City's determination, VTA will correct the work prior to City acceptance. Except for warranty work, the City will become responsible for these facilities upon acceptance.

H. As-Built Drawings:

Upon completion of work by VTA on City Infrastructure, and acceptance of such work by the City, VTA shall provide to the City, within twelve months after completion of the Project, electronic files compatible with Autocad and a set of reproducible plastic film As-Built Drawings, and any parts, operations, and maintenance manuals that are readily available for City Infrastructure showing the completed work in place. Such As-Built Drawings shall be in such detail as the City customarily requires of the City's own public works contractors.

SECTION 10: TRAFFIC MAINTENANCE AND DETOURS

VTA will assume responsibility for maintaining all traffic detours in service during construction of the Project in a manner reasonably satisfactory to the City, consistent with applicable California Department of Transportation standards. All traffic control, lane closure, and detour plans shall be submitted to the City for approval prior to commencement of any phase of construction requiring either traffic control or detour(s), which approval shall not be

unreasonably withheld. The traffic control, lane closure, and detour plans shall specify the length of time that portions of City streets will likely be closed.

A. Although certain City streets will be, of necessity, partially closed for some period during construction of the Project, VTA will, to the greatest extent practicable, maintain all City streets and related City Infrastructure in service within the limits of the Project area in a manner reasonably satisfactory to the City.

B. In its Contract Documents, VTA will require its contractor(s) to submit traffic plans showing haul routes, temporary closures, and the method of traffic maintenance and staging to the City for approval, which approval shall not be unreasonably withheld. VTA will also require its contractor(s) to use reasonable efforts to provide the City with three working days notice prior to submitting traffic plans. The City shall approve or disapprove the plans no later than ten working days following the City's receipt of such plans.

C. In its Contract Documents, VTA will, prior to the temporary closure to traffic of all or part of any street, sidewalk, or other public access, require that its contractor(s) provide at least ten working days notice of such closure to the City. Deviation from this ten working day requirement may be permitted in bona fide emergency situations as determined by VTA and the City.

D. At least 72 hours prior to the temporary closure to traffic of all or part of any street, sidewalk, or other public access, VTA will post notice of such closure. VTA will also provide closure information fliers to residents, schools, and businesses within a 100 foot radius of any such closure.

SECTION 11: STORM WATER POLLUTION CONTROL

VTA shall require its contractors to provide a Storm Water Pollution Prevention Plan (SWPPP) to retain sediments on site in accordance with Regional Water Quality Control Board

requirements. City shall have an opportunity to review the Contract Documents prior to issuance of the construction bid package to confirm that the contract storm water requirements standards are at least as stringent as those of the City.

SECTION 12: DESIGNATED AGENT OF THE PARTIES

The City contact person for all matters related to this Agreement will be the City Manager or his or her designee. VTA's contact person for all matters related to this Agreement will be the General Manager or his or her designee.

SECTION 13: CONTRACT DOCUMENTS INDEMNITY

For any work performed on City Infrastructure, VTA will require in its general conditions of its contracts that all of the Project's construction contractors defend, indemnify and hold the City, its officers and employees harmless against any liability arising out of the acts or omissions of each such contractor and such contractor shall include the City, its elective and appointed officers, employees and agents as additional insured in any insurance policies obtained by them, at no cost to the City.

SECTION 14: GENERAL INDEMNIFICATION

It is understood and agreed that neither the City nor any officer, agent or employee of the City is responsible for any damages or liability occurring by reason of anything done or omitted to be done by VTA, its directors, officers, agents and employees, under or in connection with any work, authority or jurisdiction delegated to VTA under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, VTA will indemnify, hold harmless and defend in any claim or litigation, the City, its officers, agents and employees from any damage or liability arising from the actions of VTA, its directors, officers, agents and employees in connection with any work, authority or jurisdiction delegated to VTA under this Agreement. The duty of VTA to indemnify and hold harmless, as set forth above, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require VTA to indemnify the City, its officers, agents, and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

It is understood and agreed that neither the VTA nor any officer, agent or employee of VTA is responsible for any damages or liability occurring by reason of anything done or omitted to be done by the City, its directors, officers, agents and employees, under or in connection with any work, authority or jurisdiction delegated to the City under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, the City will fully indemnify, hold harmless and defend in any claim or litigation, VTA, its officers, agents and employees from any damage or liability occurring by reason of anything done by the City, its directors, officers, agents and employees under or in connection with any work, authority or jurisdiction delegated to the City under this Agreement. The duty of the City to indemnify and hold harmless, as set forth above, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require the City indemnify VTA, its officers, agents, and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

SECTION 15: FIRE AND BUILDING CODE SAFETY INDEMNIFICATION

In recognition of the VTA's desire to invoke its statutory protections from local building code inspection and enforcement, VTA agrees as follows: City will not issue building or fire permits, and will only provide "courtesy" or "advisory" plan check and construction inspection reviews of the Milpitas BART station, parking garage, and emergency egress along the BART retained cut portions of the track alignment for building, fire safety and fire operations and VTA hereby assumes all risk of injury, loss of life, and/or damage suffered by any person or entity relating to the design, planning, inspection, construction and operation of any buildings or improvements which receive a courtesy or advisory review from the City. VTA also agrees to hold the City, its officials, employees, volunteers and agents, including, but not limited to, both civil servants and contractor employees, and the successors of those employees and agents, harmless for any such injury, loss of life, and/or damage and releases, acquits and forever discharges the City, its officials, employees, volunteers and agents, including, but not limited to, both civil servants and contractor employees, and the successors of those employees and agents, from any and all claims, actions, liability, damages, attorneys' fees, and expenses whatsoever, of any kind and nature, past, present, and future, known or unknown, which the VTA now has or which may hereafter accrue, that in any way relate to the design, planning, inspection, construction and

operation of any buildings or improvements which receive a courtesy review from the City. VTA further agrees to defend (with legal counsel chosen by the City), indemnify, and hold the City harmless from any claim, action, liability, damages, attorneys' fees, and expenses whatsoever, of any kind and nature, past, present, and future, known or unknown, claimed by any party whatsoever that relate in any way to the design, planning, inspection, construction and operation of any buildings or improvements which receive a courtesy plan check review from the City.

VTA has read and fully understands the following statutory language of Section 1542 of the Civil Code of California:

> **A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

Having been so apprised, VTA nevertheless elects to and does assume all risk for claims heretofore or hereafter arising, known or unknown, from the design, planning, inspection, and construction of structures and improvements which receive courtesy plan check review from the City and especially waives any rights it may have under said Section 1542.

SECTION 16: INSURANCE

VTA shall include in its Contract Documents a requirement that the City be named an additional insured on all policies of insurance required of its contractors. A minimum of no less than $2.0 million insurance coverage per incident shall be required.

SECTION17: WARRANTIES

VTA will require warranties from its contractors for work performed and for all contractor-installed equipment and materials supplied in connection with the Project. VTA acceptance of all work performed and for all contractor-installed equipment and materials supplied in connection with City Infrastructure shall be predicated upon City acceptance of such work, equipment, and materials. All VTA warranties to the City shall be for a period of 12 months from acceptance by

the City, except where the manufacturer's usual warranty is for a longer period. In that event, the longer period, less 30 days, will apply. Upon written request by the City, VTA will pursue all of its available remedies under those warranty provisions for correction of any defects in materials and/or workmanship discovered within the warranty period. VTA will endeavor to commence correction of such defects in the work performed for the City within sixty working days of written notification to VTA by the City, so long as the notification is within the warranty period.

SECTION 18: RESOLUTION OF DISPUTES

If any dispute under this Agreement cannot be resolved by the Parties, upon the written request of either of the Parties, the matter shall be dealt with as described below:

A. First Level: Each party will designate project staff or individuals to be the initial person or persons to discuss any apparent dispute or disagreement between the parties and initiate this procedure. Each such designated first level person may contact his or her counterpart at the same level at any time to raise any apparent disagreement related to the Project. For the City the first level person shall be designated by the City at the time of execution of this Agreement. For VTA, the first level person, unless VTA shall designate otherwise in writing, shall be the _____.

1. Urgent Matter: For any matter designated by the initiating party as "urgent," the other party shall make its first response within twenty-four hours, or within such other period as the first level persons may agree.

2. Non-Urgent Matters: Unless a matter is designated "urgent" by the initiating party, the other party shall respond within five working days, or within such other period as the first level persons may agree.

B. Second Level: Each party will designate individuals to whom matters not resolved at the First Level shall be referred. Each such designated second level person may contact his or her counterpart at the same level at any time to raise any apparent disagreement related to the Project. For the City, the second level person shall be designated by the City at the time of execution of this Agreement. For VTA, the second level person, unless VTA shall designate otherwise in writing, shall be the Chief SVRT Program Officer.

1. Urgent Matters: For any matter designated by the initiating party as "urgent," the other party shall make its first response within twenty-four hours, or within such other period as the second level persons may agree.

2. Non-Urgent Matters: Unless matter is designated "urgent" by the initiating party, the other party shall respond within three working days, or within such other period as the second level persons may agree.

C. Third Level: Each party will designate individuals to whom matters not resolved at the second level shall be referred. These designated third level persons shall constitute the final internal level with VTA and the City for resolution of issues between the parties. Each such designated third level person may contact his or her counterparty at the same level at any time to raise any apparent disagreement related to the Project. For the City, the third level person shall be designated by the City at the time of execution of this Agreement. For VTA, the third level person, unless VTA designates otherwise in writing, shall be the VTA General Manager.

1. Response: The initiating third level person will request a response from his or her counterpart and that response will be made within a time period agreed between the third level persons.

D. Nonbinding Nature of Staff Level Consultations (First Level Through Third Level Consultations): Although both Parties should strongly consider the recommendations from First Level through Third Level consultations, such recommendations are not binding. The Parties expressly acknowledge that the foregoing provisions of this Section are the sole and exclusive administrative or non-judicial remedies which must be exhausted prior to seeking any remedy provided at law or equity for a default hereunder. Notwithstanding the above, nothing in this Section shall prevent either party from seeking an interim judicial remedy in extraordinary circumstances.

SECTION 19: NOTICES

All notices required hereunder may be given by personal deliver, US Mail, courier service (e.g. Fedex) or telecopier transmission. Notices shall be effective upon receipt at the following addresses:

To VTA by U.S. Mail:	Santa Clara Valley Transportation Authority 3331 N. First St. San Jose, CA 95134 Attention: Chief SVRT Program Officer Phone: 408-321-5623 Telefax: 408-321-5715
To City by U.S. Mail:	City Engineer 455 E. Calaveras Blvd. Milpitas, CA 95035 Phone: 408-586-3300 Telefax: 408-586-3305

SECTION 20: PARTIES NOT CO-VENTURERS

Nothing in this Agreement is intended to nor does it establish the Parties as partners, co-venturers or principal and agent with one another.

SECTION 21: FURTHER ASSURANCES, TIME PERIODS AND RECORDS

A. Each party shall work in good faith to execute and deliver to the other all such additional instruments or documents as may be necessary to carry out this Agreement or to assure and secure to the other party the full and complete enjoyment of its rights and privileges under this Agreement, subject to appropriate approvals of each party's governing body. Notwithstanding the foregoing, the VTA shall be subject to all applicable City permitting and approval requirements.

B. Should unforeseen circumstances occur, VTA and the City shall negotiate in good faith to reach agreement on any amendment(s) that may be necessary to fully effectuate the Parties' respective intentions in entering into this Agreement.

C. The City agrees to establish and maintain records pertaining to the fiscal activities of the Project, which records shall show the actual time devoted and the costs incurred by the City with respect to any work performed under this Agreement. The accounting systems of the City shall conform to generally accepted accounting principles, and all records shall provide a breakdown of total costs charged to the Project, including properly executed payrolls, time records, invoices and vouchers. Upon written request, the City shall, at a mutually convenient time, permit VTA to inspect, examine, re-examine, and copy the City's books, records, accounts, and any and all data relevant to this Agreement for the purpose of auditing and verifying statements, invoices or bills submitted by the City pursuant to this Agreement, and shall provide such assistance as may be reasonably required in the course of such inspection. The City shall, at VTA's request, provide a letter of representation concerning its usual and ordinary charges for work similar to the work to be performed under this Agreement, as well as the accounting systems utilized by the City for work to be performed under this Agreement.

D. VTA reserves the right to examine and re-examine such books, records, payrolls, accounts and data during the three year period after final payment under this Agreement and until all pending matters are closed, and the City shall in no event dispose of said books, records, payrolls, accounts and data in any manner whatsoever for three years after the final payment under this Agreement or until all pending matters are closed, whichever is later.

E. Pursuant to California Government Code Section 8546.7, the Parties shall be subject to the examination and audit of the State Auditor, at the request of VTA or as part of any audit of VTA by the State Auditor, for a period of three years after final payment under this Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administering the Agreement.

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F. The Project financing includes significant federal funding. VTA may be subject to audits or requests for information from FTA and City agrees to cooperate in furnishing the required information.

SECTION 22: NON-LIABILITY OF OFFICIALS, EMPLOYEES, AND AGENTS

No director, member, official, employee or agent of the City or VTA shall be personally liable to any party to this Agreement or any successor in interest in the event of any default or breach of this Agreement or for any amount which may become due on any obligation under the terms of this Agreement.

SECTION 23: HEADING AND TITLES

Any titles of the Sections of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any part of its provisions.

SECTION 24: APPLICABLE LAW

This Agreement shall be interpreted under and pursuant to the laws of the State of California and applicable federal law. The Parties agree that the jurisdiction and venue of any dispute between the Parties to this Agreement shall be the Superior Court of Santa Clara County.

SECTION 25: SEVERABILITY

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

SECTION 26: BINDING UPON SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the transferees, successors and assigns of each of the Parties to it, except that there shall be no transfer of any interest by any of the Parties to this Agreement except pursuant to the terms of the Agreement.

SECTION 27: REMEDIES NOT EXCLUSIVE

No right or remedy conferred upon or reserved to VTA or the City under this Agreement is intended to be exclusive of any other right or remedy, except as expressly stated in this Agreement, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter existing at law or in equity or by statute, except such rights or remedies as are expressly limited in this Agreement.

SECTION 28: FORCE MAJEURE

In addition to specific provisions of this Agreement, performance by either party shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, quarantine restrictions, casualties, acts of God, acts of the public enemy, epidemic, government restrictions on priorities, freight embargoes, shortage of labor or materials, unusually inclement weather, lack of transportation, court order, or any other similar causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other party within thirty days from the commencement of the cause and such extension is not rejected in writing by the other party within thirty days of receipt of the notice. Time of performance under this Agreement may also be extended by mutual agreement, signed by both Parties.

SECTION 29: INTEGRATION

This Agreement represents the general intent of the Parties with respect to the subject matter hereof. This Agreement may only be modified or amended, in whole or in part, in writing signed by an authorized officer or representative of each of the Parties hereto. Additional follow-on agreements referenced in this agreement, and necessary for the project, include City Permit Agreement, Cost Sharing Agreements and other amendments as required for work that is currently undefined or unknown.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as set forth below.

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

By: _____

Michael T. Burns

General Manager

APPROVED AS TO FORM:

By: _____

General Counsel

CITY OF _____

By:_____

_____

City Manager

APPROVED AS TO FORM:

By:_____

City Attorney

Exhibit A – Utility Crossings

Exhibit B: City Private Job Account (PJ) Estimate & Hourly Rate Schedule

Exhibit A Utility Crossings

Exhibit A-1	Utility Crossings Description
Exhibit A-2	Proposed Milpitas BART Utility Crossings
Exhibit A-3	Proposed Milpitas BART Sanitary Sewer Utility Crossings
Exhibit A-4	Proposed Milpitas BART Storm Drain Utility Crossings
Exhibit A-5	Proposed Milpitas BART Water and Recycled Water Utility Crossings
Exhibit A-6	Detail of Conceptual Water and Recycled Water Utility Crossings
Exhibit A-7	Proposed Milpitas BART Age-Related Utility Crossings

Exhibit A-1 - Utility Crossings Description

Location#	Type	Scope of Work
1	W	Install approx 130' of two parallel 12" water pipes along Dixon Landing Road (one for Milpitas and one for ACWD).. Consider option to bore and jack or suspend on bridge. Upgrade one to Milpitas backbone standard.
2	SD	(1) Relocate approximately 110 LF of 36" RCP storm pipe. (2) Relocate 33" RCP and 24" RCP lateral storm pipes on Dixon Landing Road. When BART plans become available, verify length of storm pipe needed. Design retaining wall to withstand surcharge.
3	RW	Install two parallel 12" recycled water pipes in 24" casing for future crossing (one for Milpitas and one for ACWD). Consider option to bore and jack or suspend on bridge.
4	SS	When BART plans become available, verify length of sewer pipe needed. Relocate 8" VCP sewer pipe outside of BART ROW.
5	SS	Existing 15" VCP near Jurgens Dr. with sleeve crosses track @ approx STA 208+08, approx 130' in length may be affected. Verify when BART plans become available. Install 14 inch diameter sleeve for future utility.
6	SD	Existing 36" RCP near Jurgens Dr. cross tracks @ approx STA 208+20, approx 130' in length may be affected. Verify when BART plans become available.
7	SS	Existing 8" VCP lateral connects to 8" VCP along east side of tracks near Minnis Circle @ approx STA 215+50 may be affected. Verify when BART plans become available.
8	SS	Replace 42" RCP with sleeve crossing tracks at Balboa Dr. Approx 160' in length may be affected. Verify when BART plans become available.
9	W	Install new 24" steel casing and replacement 14" ACP water line near San Andreas Dr. Upgrade to backbone standards.
10	SS	Relocate 27" VCP sewer pipe at Abel St. overcrossing/Berryessa Creek and install new casing. Install sleeve for future 20 inch recycled water crossing (SBWR M-5).
11	W	Install extensions for 24" steel casing on existing 14" DIP near Marylinn Dr. Install 14 inch sleeve for future utility.
12	SS	Replace approx 70' of 21" VCP with sleeve along south side of Calaveras on west side of ROW. Install 8 inch pipe and 18 inch sleeve for future recycled water pipe. Install 18 inch diameter casing for future utility.
13	W	Contact SFPUC for existing 72" and 90" Steel SFWD water transmission lines and future BDPL #5 construction.
14	SS	Replace existing 15" VCP and 30" CMP sleeve approx 70' in length with 18 inch pipe and sleeve.
15	RW	Existing 20" RW line with concrete casing crosses tracks near Curtis Ave and may be affected. Verify when BART plans become available.

16	W	Near Curtis Ave, Replace two 12" water pipes and casings each approx 70' in length. Two 18" DIP with 30" steel casing approx 70' in length may be affected. Install sleeve for future 12 inch water pipe to convey flow from Curtis Well to Gibraltar Pump Station.
17	SD	Replace existing storm drain (drainage channel and pipe) beginning at Piper Dr. cul-de-sac with approximately 1000 LF of 5'x4' RCB to the north and tie into existing 5'x4' RCB.
18	Multiple	Provide connection points for water, sewer, storm, and recycled utilities serving proposed Milpitas Station Housing/ Citation/ Swenson development.
19	SD	Connect existing 21" CMP to new 54" RCP storm drain or new 5'x4' RCB, near Piper Dr.
20	SD	Connect existing 12" CMP to new 54" RCP storm drain or new 5'x4' RCB, near Piper Dr.
21	SD	Connect existing 18" RCP to new 54" RCP storm drain or new 5'x4' RCB, near Piper Dr.
22	SD	Connect existing 12" RCP to new 54" RCP storm drain near Piper Dr.
23	SD	Connect existing 24" CMP to new 54" RCP storm drain near Piper Dr.
24	SD	Connect existing 12" RCP to new 54" RCP storm drain near Piper Dr.
25	SD	Connect existing 21" RCP to new 54" RCP storm drain near Piper Dr.
26	SD	Replace existing storm drain (drainage channel and pipe) with approximately 1800 LF of parallel 54" RCP, beginning near Capitol Ave and extending north to connect to proposed 5'x4' RCB near Piper Dr. cul-de-sac.
27	SS	Relocate approx 600 LF of 8" sewer line which is along east side of tracks. When BART plans become available, verify length of pipe needed. Install 14 inch sleeve for future utility.
28	Multiple	Extend service laterals in Montague to accommodate new turn lane for parking garage: water meter, hydrants, sewer, street lights.
29	RW	Install new 18" casing and 8" carrier pipe in Montague.
30	RW	Install new 18" casing and 8" carrier pipe in future South Milpitas Blvd extension.
31	SD	Connect existing 27" RCP to new 54" storm drain near future South Milpitas extension.
32	Multiple	Construct South Milpitas Blvd roadway extension including curb, sidewalk, gutters, streetlights, trafficlights, underground utilities, etc. Recycled water line shall extend northward and tie into new sleeve at Montague and extension along Piper Drive.
33	W	Install new SCVWD turnout with Zone 2 PRV and piping (18") to distribution system.
34	W	Upsize existing Zone 1 water pipeline between Capitol Ave and Lundy Place from 12" to 18" diameter.
35	W	Relocate and upsize from 12" to 18" Zone 2 water pipeline for approximately 1200 LF from Montague Expressway southward across tracks and approx 1200 LF northward to connect to new recycled water pipeline to be installed by Milptias Station development.
36	W	Relocate and upsize Capitol PRV from 12" to 18". When 95% utility relocation plans become available City to verify best location.
37	W	Upsize existing 12" to 18" Zone 2 water pipeline and casing crossing tracks in Montague Expressway.
38	W	Install new 18" Zone 2 water pipeline and casing that will cross tracks at new South Milpitas Blvd extension.

39	W	Install new 18" Zone 2 water pipeline and casing that will cross tracks in Capitol Ave.
40	W	Upsize existing 12" to 18" Zone 1 water pipeline and casing crossing tracks Capitol Ave.
41	W	Upsize existing 12" to 18" Zone 1 water pipeline and casing crossing tracks at southern City limit.
42	W	Install new 18" Zone 2 water pipeline and casing that will cross tracks at southern City limit for Capitol PRV relocation.
43	W	Relocate SCVWD's 42" WSP water transmission line parallel to tracks on east side.
44	SD	Verify if 78" CMP near Lundy Place is affected when BART plans become available.
45	W	Install new 18" Zone 2 water pipeline that will connect to relocated Capitol PRV at Lundy Place.
46	SD	Need to address existing 15" storm drain near Crossing Apts. Possible options: New alignment to connect to Wrigley Creek, via new 54" RCP or reconfigure connection with 78" storm drain near Capitol Ave and Lundy Place.
47	Misc.	Install landscaping and irrigation for three median islands along Capitol Ave, south of Montague Expressway. Replace curb, gutter, slurry seal, sidewalks. Street widening, streetlights?
48	RW	Install new 8" recycled water pipeline in Piper Dr from Milpitas Station Project to Montague Expressway.

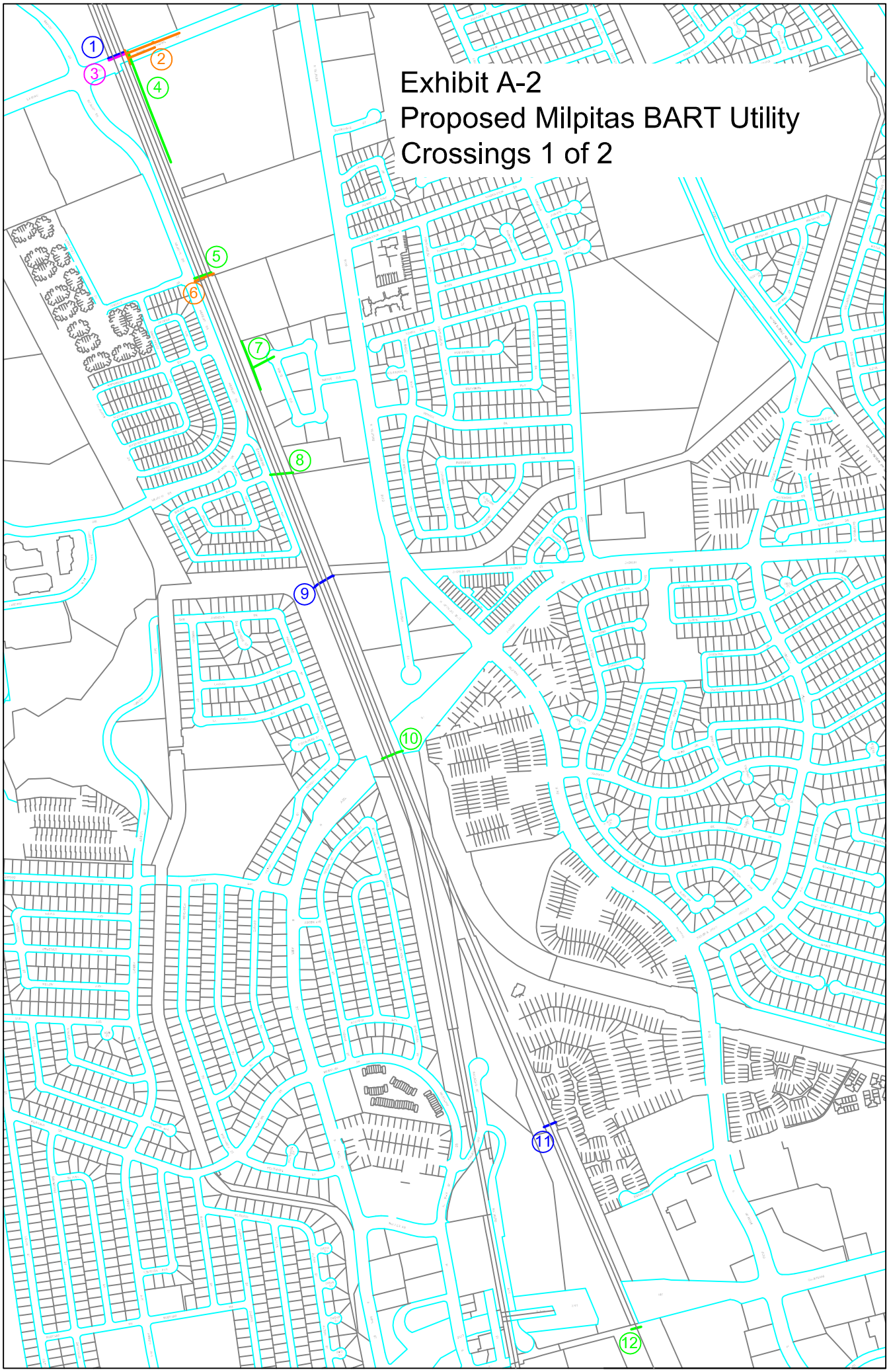
Exhibit A-2
Proposed Milpitas BART Utility
Crossings 1 of 2
1
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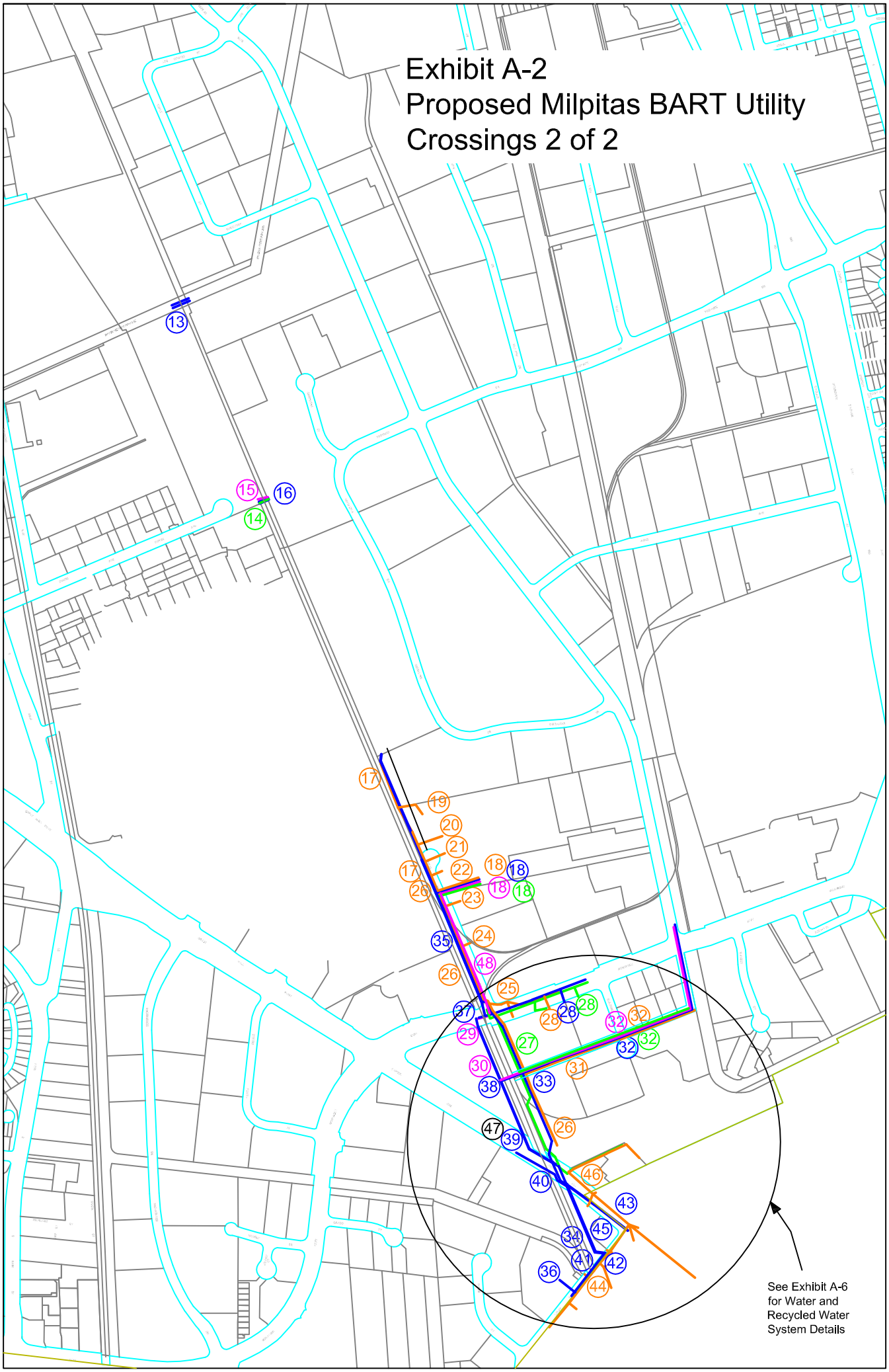
Exhibit A-2
Proposed Milpitas BART Utility
Crossings 2 of 2
See Exhibit A-6
for Water and
Recycled Water
System Details

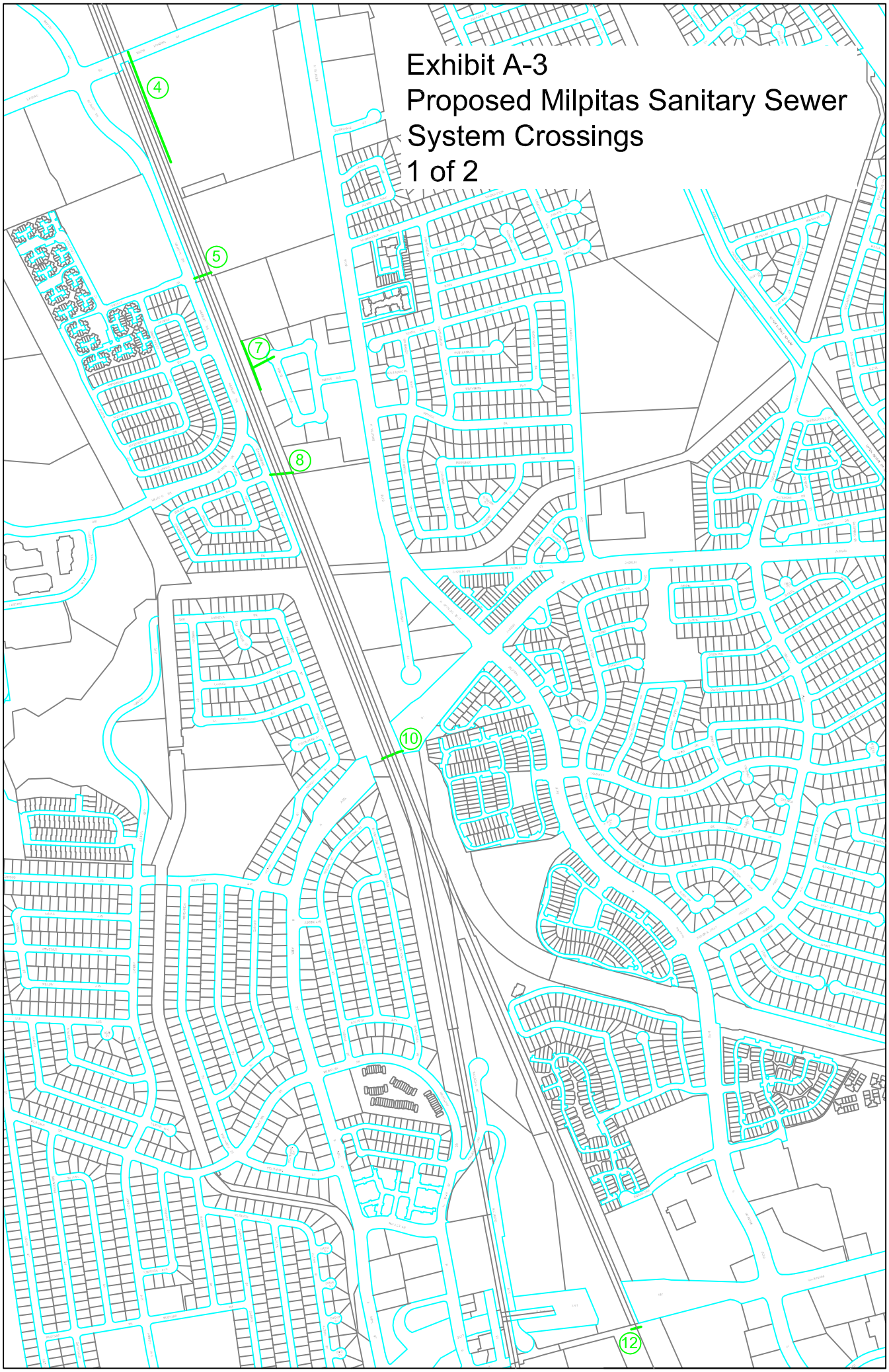
Exhibit A-3
Proposed Milpitas Sanitary Sewer
System Crossings
1 of 2
4
5
7
8
10
12

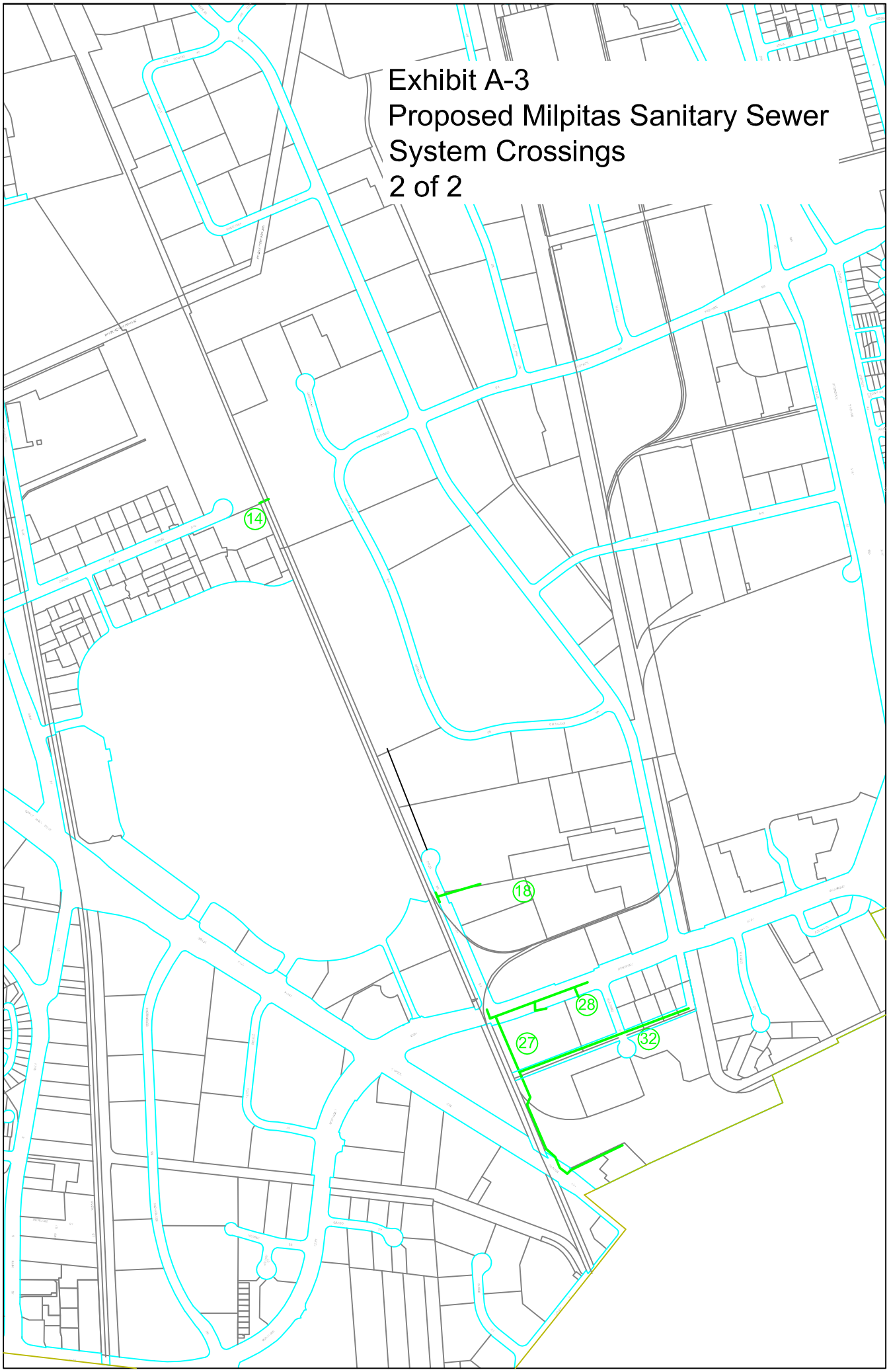
Exhibit A-3
Proposed Milpitas Sanitary Sewer
System Crossings
2 of 2
14
18
28
27
32

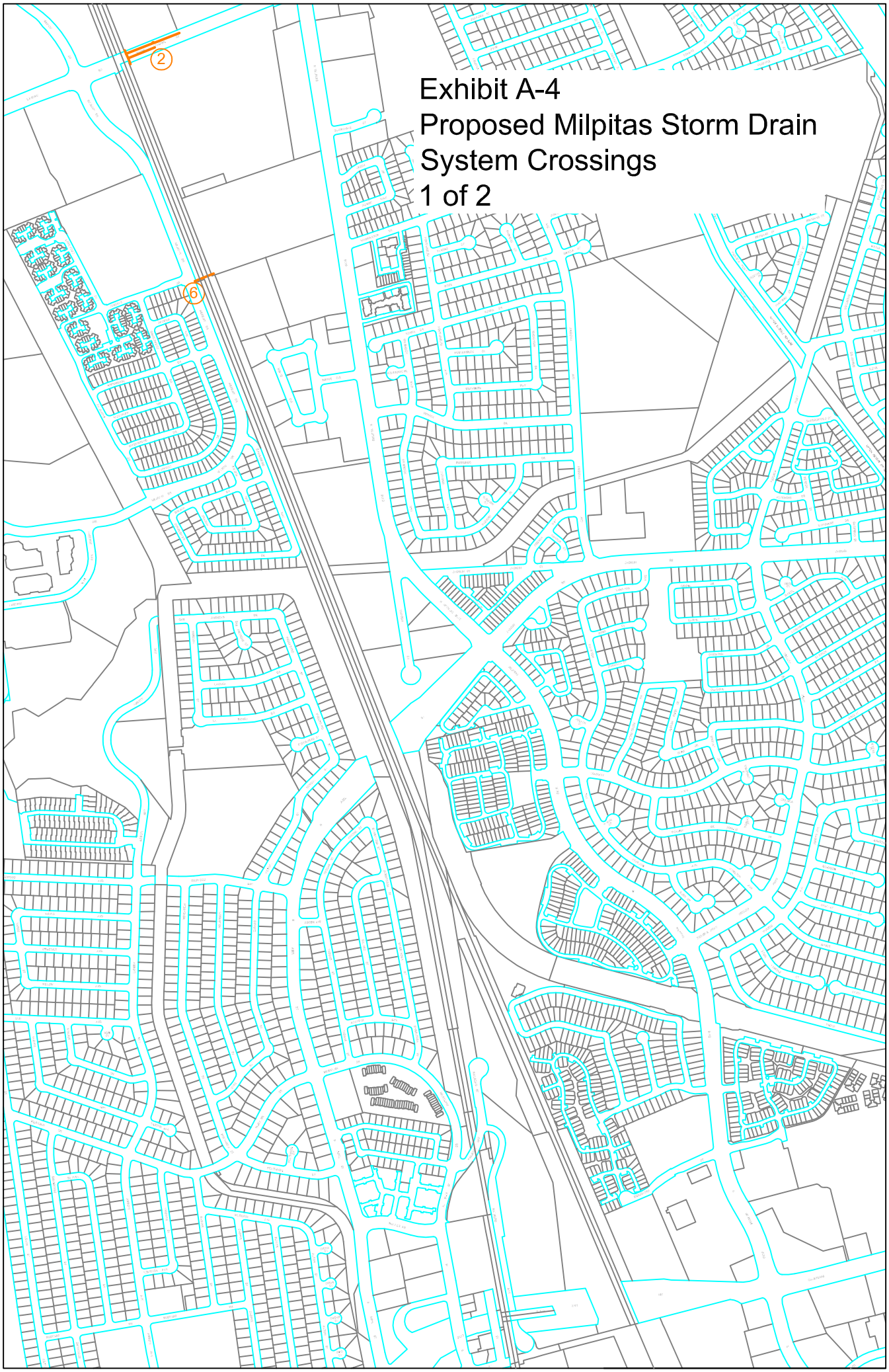
Exhibit A-4
Proposed Milpitas Storm Drain
System Crossings
1 of 2
2
6

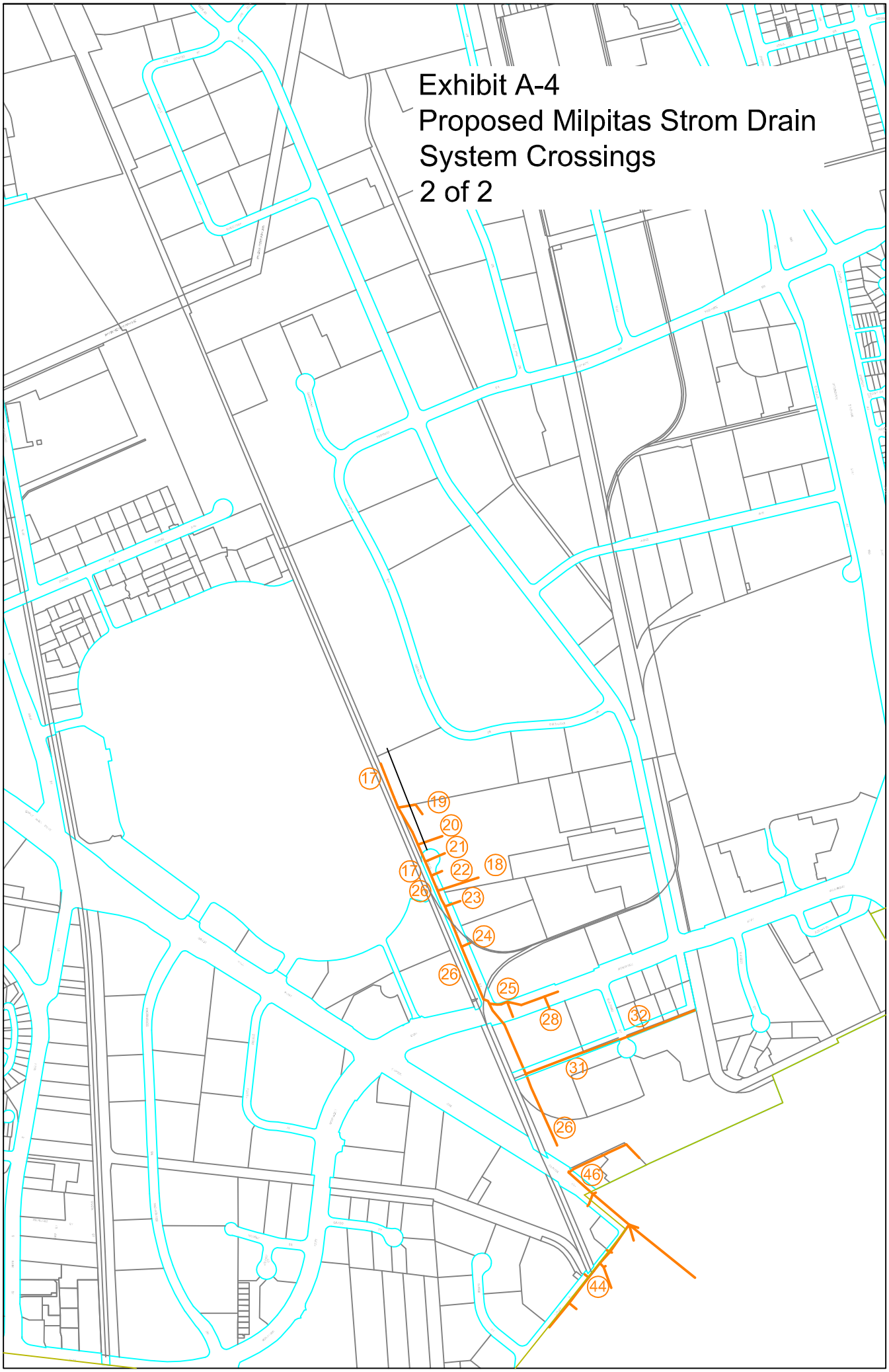
Exhibit A-4
Proposed Milpitas Strom Drain
System Crossings
2 of 2
17
19
20
21
17
22
18
26
23
24
26
25
28
32
31
26
46
44

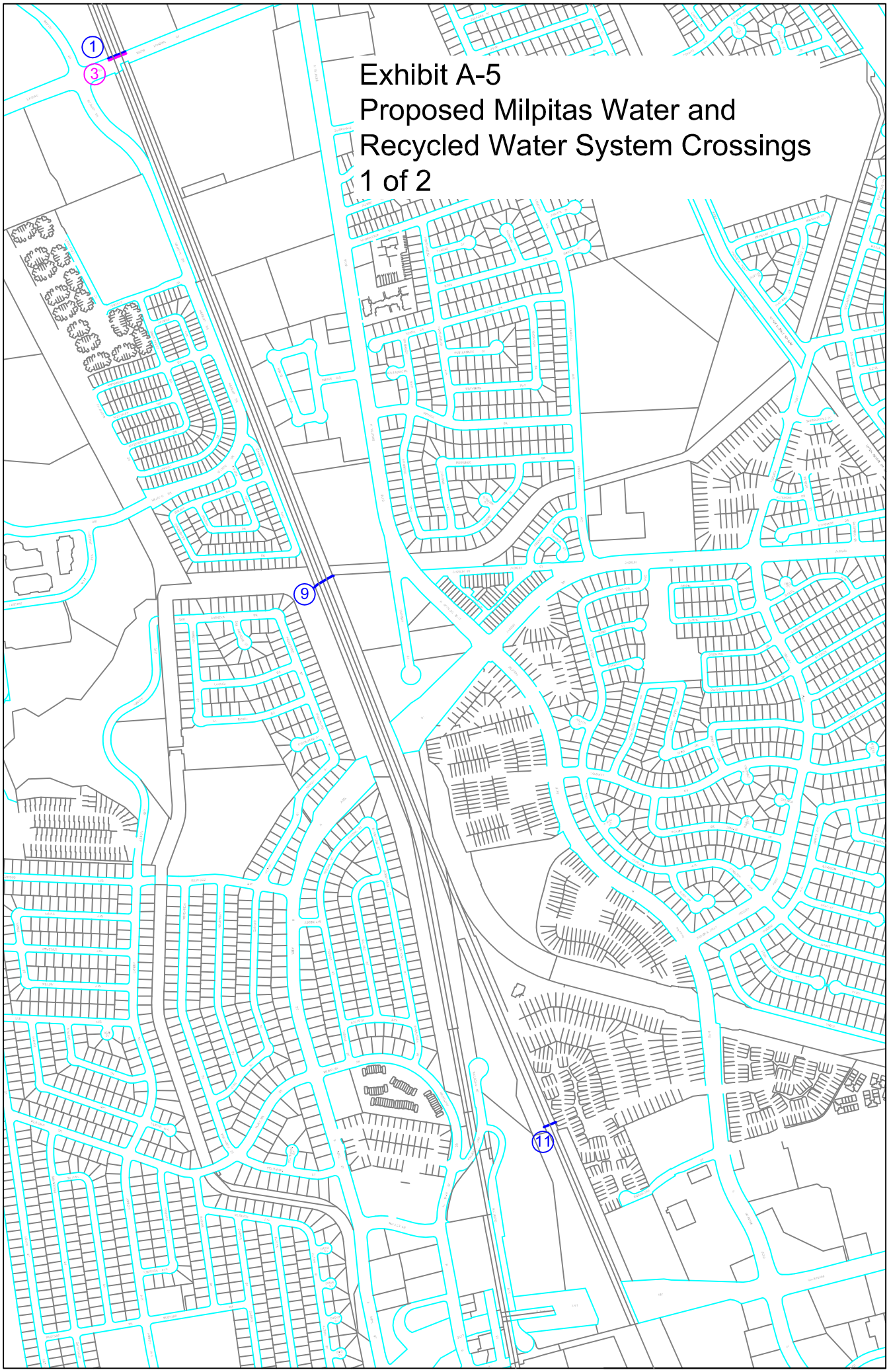
Exhibit A-5
Proposed Milpitas Water and
Recycled Water System Crossings
1 of 2
1
3
9
11

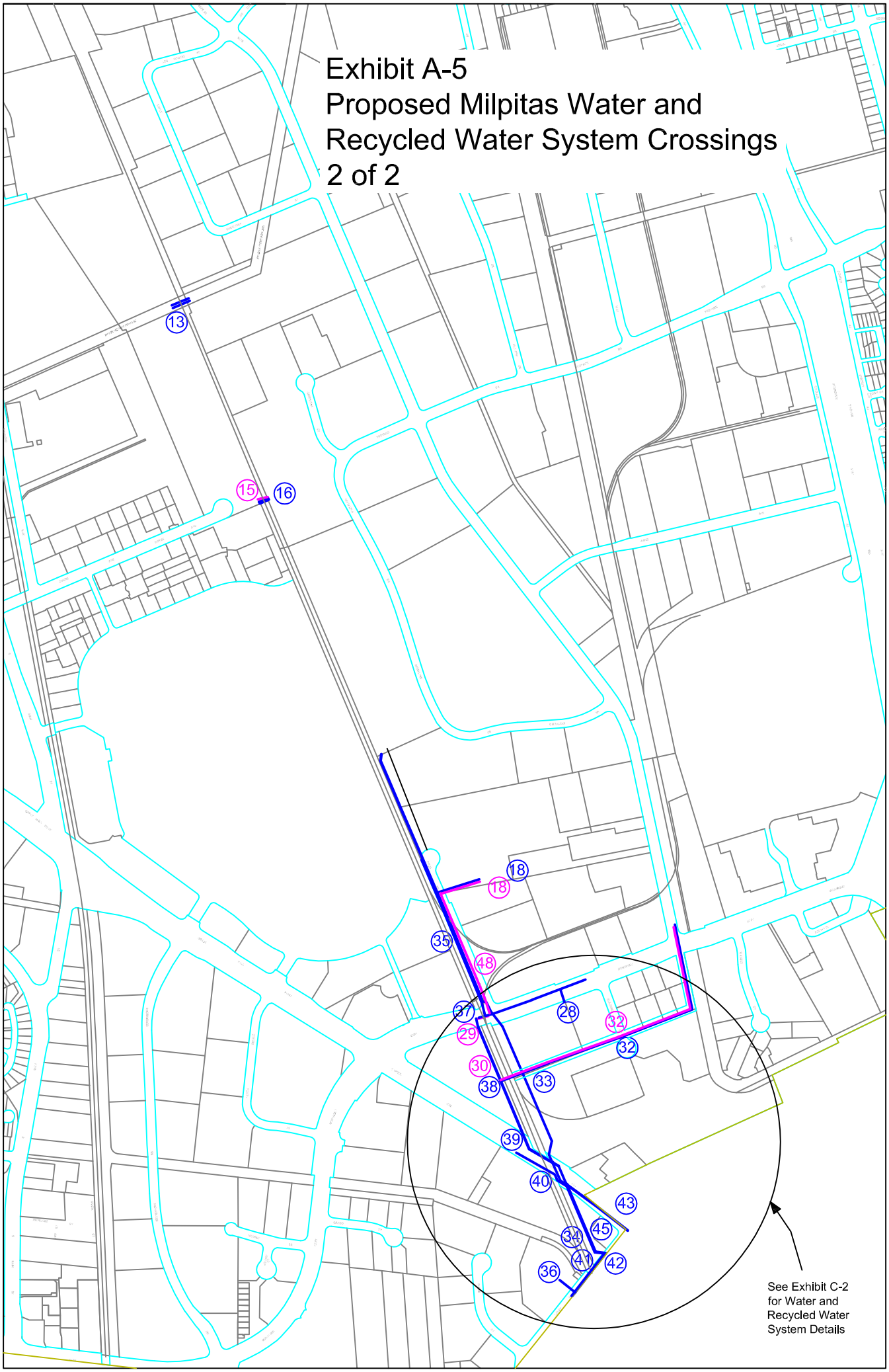
Exhibit A-5
Proposed Milpitas Water and
Recycled Water System Crossings
2 of 2
13
15
16
18
18
35
48
37
29
28
32
32
30
38
33
39
40
43
45
34
47
42
36
See Exhibit C-2
for Water and
Recycled Water
System Details

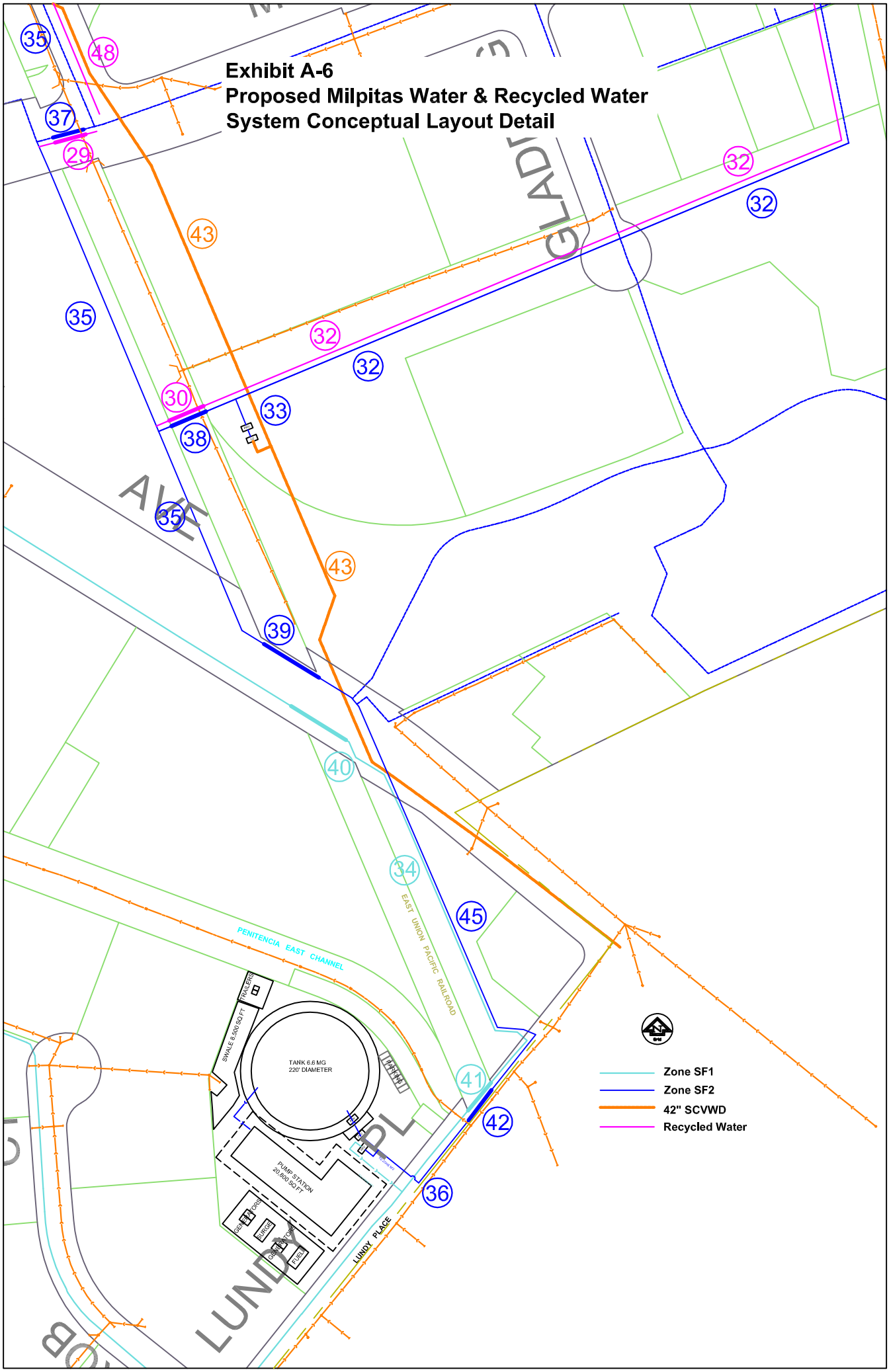
Exhibit A-6
Proposed Milpitas Water & Recycled Water
System Conceptual Layout Detail
GLADY
AVE
LUNDY
PL
PENITENCIA EAST CHANNEL
EAST UNION PACIFIC RAILROAD
LUNDY PLACE
TANK 6.6 MG
220' DIAMETER
SWALE 8,500 SQ FT
PAVERS
PUMP STATION
20,800 SQ FT
GENERATOR
FUEL
Zone SF1
Zone SF2
42" SCVWD
Recycled Water
35
48
37
29
43
32
30
33
38
39
40
34
45
41
42
36

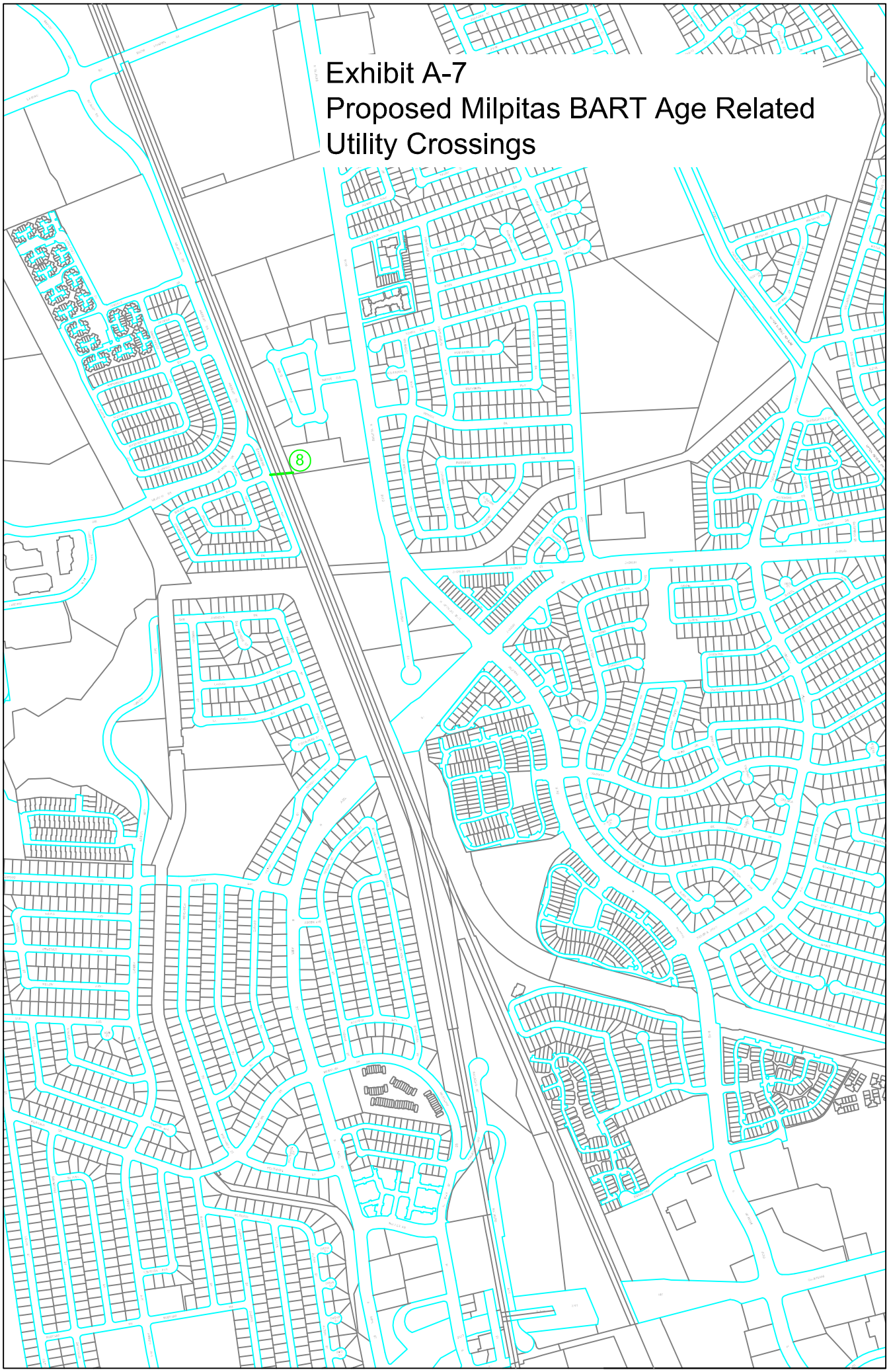
Exhibit A-7
Proposed Milpitas BART Age Related
Utility Crossings
8

draft

Exhibit B: City Private Job Account (PJ) Estimate & Hourly Rate Schedule
Preliminary cost estimate for City resources to support BART project through (February 2011)

Task description	City staff	rate	est. hours	total cost
attend design coordination meetings				
	Fire Marshal	$ 170	100	$ 17,000
	Fire Protection Engineer	$ 148	50	$ 7,400
	Design & Construction Engineer (CIP Manager)	$ 176	50	$ 8,800
	Associate Civil Engineer	$ 171	50	$ 8,550
	Assistant Civil Engineer	$ 146		$ -
	Traffic Engineer	$ 176	100	$ 17,600
	Land Development Engineer	$ 161	200	$ 32,200
	Senior Planner	$ 149	0	$ -
	Assist. Transp. Planner	$ 137	75	$ 10,275
	Principal Utilities Engineer	$ 176	100	$ 17,600
	Associate Civil Engineer	$ 161		$ -
Plan Reviews				$ -
Major design packages: -Utility relocations - entire -alignment -Storm drainage (Berryessa, Wrigley & Penitencia Creeks) -Montague Expwy/Capitol Ave. -Milpitas Blvd. Extension -Dixon Landing Road - Milpitas BART station & garage - retained cut locations	Fire Marshal	$ 170	200	$ 34,000
	Fire Protection Engineer	$ 148	300	$ 44,400
	Building Official	$ 211	10	$ 2,110
	Permit Center Manager`	$ 170	150	$ 25,500
	Design & Construction Engineer (CIP Manager)	$ 176	50	$ 8,800
	Associate Civil Engineer	$ 171	100	$ 17,100
	Assistant Civil Engineer	$ 146	100	$ 14,600
	Traffic Engineer	$ 176	300	$ 52,800
	Senior Planner	$ 149	10	$ 1,490
	Assist. Transp. Planner	$ 137		$ -
	Principal Utilities Engineer	$ 176	100	$ 17,600
	Associate Civil Engineer	$ 161	250	$ 40,250
	Senior Utilities Maint. Sup.	$ 176	50	$ 8,800
	Water Systems Operator	$ 158	100	$ 15,800
Community outreach assistance	Senior Planner	$ 149	25	$ 3,725
Develop and execute agreements,				$ -
easements, TCEs and right of way	Land Development Engineer	$ 161	250	$ 40,250
items, incl. TASP cost sharing	Design & Construction Engr\	$ 176	50	$ 8,800
and related items	Senior Planner	$ 149	25	$ 3,725
	Principal utilities Engineer	$ 176	20	$ 3,520
	Associate Civil Engineer	$ 161	50	$ 8,050
	Assistant City Attorney	$ 159	200	$ 31,800
Consultants				
Water - RMC			allowance	$ 25,000
Sewer - RMC			allowance	$ 25,000
Storm - Schaaf & Wheeler			allowance	$ 50,000
Fire			allowance	$ 25,000
Engineering coordination/analysis			***allowance***	***$ 75,000***
				$ 702,545
			Say =	**$ 700,000**