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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

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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 to 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. "Concurrent Non-Project Activities" Improvements to the transit project desired by VTA and the City that are not part of the base functioning of the SVBX Project, as defined by FTA Circular 5010.1D, Section 4.j. (Nov. 1, 2008). Pursuant to FTA grant requirements,

such improvements are not considered to be integral to the base functioning of the transit project and are viewed as enhancements or upgrades to a level beyond what is normally required for the base functioning of the transit project. The concurrent non-project activities are to be performed in conjunction with grant-funded project work to afford the opportunity to have the non-project work performed economically and efficiently in conjunction with grant-funded project work. Examples of such work may include the upgrading, redesign, or adjustment of City facilities. 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 Concurrent Non-Project Activities 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 was completed when a Record of Decision was issued by FTA on June 24, 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 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 ELIGIBLE FOR FTA GRANT FUNDING

The Project features set forth in Paragraphs A through H, below, are intended to be an overview of Project work that VTA intends to seek FTA grant funding for 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 for which VTA does not intend to seek FTA grant funding (i.e., Concurrent Non-Project Activities) are set forth in Section 7.

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 (Western Segment): 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 share in the costs of said extension by dividing the extension, solely for funding purposes, into two segments referred to herein as the Western Segment and the Eastern Segment, as described in further detail in Section 7.C. and Exhibit C Only the Western Segment of the Milpitas Boulevard Extension shall be considered a Project component eligible for FTA funding.

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 – There are two alternatives for Piper Drive – with the railroad “wye” and without a railroad “wye”. Extensive utility work on Piper Drive will be provided under either alternative, but may vary in scope. VTA will restore Piper Drive as

mutually agreed upon by VTA and the City. Other improvements may also be required, dependent on the needs and directives of the California Public Utilities Commission and Union Pacific Railroad.. Therefore, the Parties agree to negotiate in good faith and enter into a separate agreement for Piper Drive-related work and improvements.. Such an agreement shall be a condition precedent to the issuance of any encroachment permits for such work.

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 CONCURRENT NON-PROJECT ACTIVITIES

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 Concurrent Non-Project Activities. 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 Concurrent Non-Project Activities listed in Exhibit A. A separate agreement shall be entered into by VTA and City defining utility facilities within the Project corridor that will be modified by the Project. A preliminary list of potentially impacted facilities is provided in Exhibit A. The costs of such design and construction work shall be funded by VTA or by City wholly or proportionally, as set forth in a cost sharing arrangement. A separate agreement will specify which construction work will be wholly the responsibility of VTA, wholly the responsibility of the City, or a combination of VTA and City responsibility, as set forth in a cost sharing arrangement. The Parties agree to negotiate said agreement in good faith and use best efforts to execute said agreement by February 1, 2011.

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. Milpitas Boulevard Extension (Eastern Segment) – VTA will acquire right-of-way, design and construct Milpitas Boulevard Extension from Montague Expressway to Capitol Ave, including full improvements consisting of new signalized intersections, roadway pavement, curb and gutter, sidewalks, storm, water and sewer utilities, street lighting, median islands, and street landscaping. For funding purposes, the roadway will be considered as two separate segments, and VTA and its contractor will maintain separate accounting for the two segments. The portion within the BART station site (from Capitol Avenue to approximately the eastern edge of parking garage access road) will constitute the Western Segment (refer to Exhibit C for segment diagram.) This segment includes intersection improvements within Capitol Avenue at the new intersection of Milpitas Boulevard. VTA shall be responsible for all costs associated with designing and constructing the western segment, including right-of-way acquisition, and will not seek reimbursement from the City for the western segment.

The Eastern Segment will begin at the limit of the western segment and extend through the intersection at Montague Expressway, including intersection improvements at Montague Expressway (refer to Exhibit C for segment diagram.) For this segment, VTA will perform all right-of-way acquisition, design and construction. VTA will be entitled to reimbursement of a portion of its costs for the Eastern Segment (to the existing south

pavement edge of Montague Expressway, i.e. excluding the Montague Expressway/Milpitas Blvd intersection improvements), including roadway right-of-way, design and construction, from the City's Transit Area Specific Plan developer fees, as these fees become available. VTA and the City agree that VTA shall have first priority for reimbursement from such TASP fees, with the exception of any existing loan or advance and administrative cost commitments by the City for the use of TASP fees, by which the City is already bound or has incurred at the time of executing this Agreement. Any City reimbursement payment to VTA from TASP fees shall be for actual right-of-way acquisition, design and construction costs associated with the Eastern Segment, for a total not to exceed amount of $17 million.

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 dedicate any improvements to the City, 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 and Encroachment Permits

1. VTA shall obtain a City Permit prior to issuing any Bid Package for portions of the SVRT Project affecting the City's infrastructure. This City Permit 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 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 Department 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 its various design and construction contracts, provisions for additional insured coverage for the City (for specific insurance requirements, refer to Section 16: Insurance.)
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, unless noted otherwise in future amendments or agreements.

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.

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 project contractor shall be responsible for temporary and permanent repairs. The City shall be available for emergency response. Any City assistance with temporary and permanent repairs, shall 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, or adjacent to the project corridor, allowing VTA to modify and/or relocate those City-owned utilities. Attached Exhibit A identifies such City-owned utilities. 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 for the project, 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 shall insert provisions in its construction contracts requiring all contractors, subcontractors and supply deliveries to comply with the construction noise abatement and work hour limitations of Chapter 213 of Title V of the Milpitas Municipal Code.

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 its 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 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 fire safety and fire operations. VTA agrees to indemnify, defend, and hold the City, its officials, employees, and agents, harmless from any claim, action, liability, damages, attorneys' fees, and expenses arising from or related to the City's findings, recommendations, or conclusions resulting from such courtesy plan checks and inspections. VTA further waives and releases any claim, action, liability, and damage it may have against the City, its officials, employees, and agents, arising from or related to the City's findings, recommendations, or conclusions resulting from such courtesy plan checks and inspections.

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. Additional amounts shall be required particularized, high risk construction or relocation work, which the City and VTA shall work in good faith to determine.

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 VTA, the first level person, unless VTA shall designate otherwise in writing, shall be the SVBX Project Director. For the City, the first level person, shall be the Land Development Engineer.

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 the Public Works Director/City Engineer. 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 the City Manager. 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.

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.

Section 30: NO PRECEDENT SET BY THIS AGREEMENT

Except as otherwise provided herein, and as specifically stated elsewhere in this Agreement, the Parties agree not to use this Master Agreement to establish any precedent, principle or rule for other projects by VTA in the CITY.

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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

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Exhibit A Scope of Work

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	Proposed Milpitas BART Age-Related Utility Crossings

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Exhibit A-1 - Utility Crossings Description

Location#	Type	Scope of Work
1	W	Install approx 130 LF of two parallel 12-inch water pipes each in 24-inch casings along Dixon Landing Road (one for Milpitas and one for Alameda County Water District (ACWD)). Consider option to bore and jack or suspend on bridge. Install one pipeline to Milpitas backbone standard. Install two parallel casings for future pipeline replacement.
2	SD	(a) Relocate approximately 110 LF of 36-inch Reinforced Concrete Pipe (RCP) storm pipe. When BART plans become available, verify length of storm pipe needed and drainage channel. Design retaining wall to withstand surcharge. (b) Relocate 33-inch RCP and 24-inch RCP lateral storm pipes on Dixon Landing Road.
3	RW	Install approx. 130 LF of two parallel 12-inch recycled water pipes each in 24-inch casings along Dixon Landing Road for future crossing (one for Milpitas and one for ACWD). Consider option to bore and jack or suspend on bridge. Install two parallel casings for future pipeline replacement.
4	SS	When BART plans become available, verify length of 8-inch Vitrified Clay Pipe (VCP) near Dixon Landing Road to be relocated outside of BART ROW or otherwise modified.
5	SS	Approx. 130 LF of existing 15-inch VCP with casing near Jurgens Dr. at approx. STA 208+08 may be affected. Verify when BART plans become available. Install parallel casing for future pipeline replacement.
6	SD	Approx. 130 LF or four existing 36-inch RCP near Jurgens Dr. at approx STA 208+20 may be affected. Verify when BART plans become available. Install parallel casing for future pipeline replacement.
7		Install 14-inch diameter casing for future utility near Jurgens Dr.
8	SS	Existing 8-inch VCP along east side of tracks near Minnis Circle at approx. STA 215+50 may be affected. Verify when BART plans become available.

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9	SS	Replace approx. 160 LF of 42-inch RCP with casing at Balboa Dr. Verify when BART plans become available. Install parallel casing for future pipeline replacement.
10	RW	Install casing for future 24-inch recycled water crossing (SBWR M-5) at Abel St. Install parallel casing for future pipeline replacement.
11		Install new 14-inch diameter casing for future utility at Abel St.
12		Install new 14-inch diameter casing for future utility near Marylinn Dr.
13		Install new 18-inch diameter casing for future utility along south side of Calaveras.
14	RW	Install 20-inch diameter pipe with casing for future recycled water pipe along the south side of Calaveras. Install parallel casing for future pipeline replacement.
15	SS	Replace approx. 70 LF of existing 21-inch VCP with casing along the south side of Calaveras on west side of ROW. Install parallel casing for future pipeline replacement.
16	W	Contact San Francisco Public Utilities Commission (SFPUC) for existing 72-inch and 90-inch steel water transmission lines and future Bay Division Pipe Line (BDPL) #5 construction south of Turquoise Street.
17	RW	Existing 20-inch recycled water line with concrete casing near Curtis Ave may be affected. Verify when BART plans become available. Install parallel casing for future pipeline replacement.
18	W	Near Curtis Ave, replace two 12-inch Asbestos Cement Water Pipes (ACWP) and casings each approx 70 LF in length. Two 18-inch ductile iron pipe (DIP) with 30-inch steel casing approx 70 LF in length may be affected. Install four parallel casings for future pipeline replacement.
19	SS	Replace approx. 70 LF of existing 15-inch VCP and 30-inch Corrugated Metal Pipe (CMP) casing with 18-inch pipe and casing at Curtis Avenue. Install parallel casing for future pipeline replacement.
20	W	Install 24-inch diameter casing for future 12-inch water pipe to convey flow from Curtis Well to Gibraltar Pump Station. Install parallel casing for future pipeline replacement.
21	SD	Replace existing storm drain (drainage channel and pipe) beginning at Piper Dr. cul-de-sac with approximately 1000 LF of 5'x4' Reinforced

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		Concrete Box (RCB) to the north and tie into existing 5'x4' RCB.
22	Multiple	Provide connection points for water, sewer, storm, and recycled utilities serving proposed Milpitas Station Housing/ Citation/ Swenson development.
23	SD	Connect existing 21-inch CMP to new 54-inch RCP storm drain or new 5'x4' RCB, near Piper Dr. approx. at STA 354+10.
24	SD	Connect existing 12-inch CMP to new 54-inch RCP storm drain or new 5'x4' RCB, near Piper Dr. approx. at STA 357+15.
25	SD	Connect existing 18-inch RCP to new 54-inch RCP storm drain or new 5'x4' RCB, near Piper Dr. approx. at STA 358+45.
26	SD	Connect existing 12-inch RCP to new 54-inch RCP storm drain near Piper Dr. approx. at STA 359+50.
27	SD	Connect existing 24-inch CMP to new 54-inch RCP storm drain near Piper Dr. approx. at STA 361+90.
28	SD	Connect existing 12-inch RCP to new 54-inch RCP storm drain near Piper Dr. approx. at STA 365+00.
29	SD	Connect existing 21-inch RCP to new 54-inch RCP storm drain near Montague and Piper Dr. intersection.
30	SD	Replace existing storm drainage channel and pipe with approximately 1800 LF of parallel 54-inch RCP, beginning near Capitol Ave and extending north to connect to proposed 5'x4' RCB near Piper Dr. cul-de-sac.
31	SS	Relocate approx 600 LF of 8-inch sewer line which is along east side of tracks south of Montague. When BART plans become available, verify length of pipe needed.
32	Multiple	Extend service laterals in east-bound Montague traffic lanes to accommodate widening for new turn lane for parking garage including but not limited to water meter, hydrants, sewer, street lights.
33	RW	Install new 12-inch pipe and 24-inch casing in Montague. Install parallel casing for future pipeline replacement.
34		Install 14-inch diameter casing for future utility in future South Milpitas Blvd. extension.
35	RW	Install new 12-inch recycled water pipe and 24-inch casing in future S. Milpitas Blvd. extension to Capitol and install south in Capitol. Install

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		parallel casing for future pipeline replacement.
36	SD	Connect existing 27-inch RCP to new 54-inch storm drain near future S. Milpitas extension.
37	Multiple	Construct S. Milpitas Blvd. roadway extension including curb, sidewalk, gutters, streetlights, traffic lights, underground utilities, etc. Recycled water line shall extend northward and tie into new casing at Montague.
38	W	Install new Santa Clara Valley Water District (SCVWD) turnout with Zone 2 pressure reducing valve (PRV) and 24-inch piping to distribution system along new South Milpitas Blvd. extension.
39	W	Upsize existing Zone 1 water pipeline between Capitol Ave and Lundy Place from 12-inch to 18-inch diameter.
40	W	Relocate and upsize from 12-inch to 18-inch Zone 2 water pipeline for approximately 1200 LF from Montague Expressway southward across tracks and approx 1200 LF northward from Montague Expressway to the end of Piper Dr. cul-de-sac.
41	W	Relocate and upsize Capitol PRV from 12-inch to 18-inch. When BART plans become available City to verify best location.
42	W	Upsize existing 12-inch to 18-inch Zone 2 water pipeline and casing crossing tracks in Montague Expressway. Install parallel casing for future pipeline replacement.
43		Install a new 14-inch diameter casing for future utility in Montague.
44	W	Install new 24-inch Zone 2 water pipeline and casing that will cross tracks at new South Milpitas Blvd extension. Install parallel casing for future pipeline replacement.
45	W	Install new 18-inch Zone 2 water pipeline and casing that will cross tracks in Capitol Ave. Install parallel casing for future pipeline replacement.
46	RW	Install two 18-inch diameter casings in Capitol Ave. for future recycled water and unspecified utility.
47	W	Upsize existing 12-inch to 18-inch Zone 1 water pipeline and casing crossing tracks in Capitol Ave. Install parallel casing for future pipeline replacement.
48	W	Upsize existing 12-inch to 18-inch Zone 1 water pipeline and casing along Lundy Place at southern City limit. Install parallel casing for

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		future pipeline replacement.
49	W	Install new 18-inch Zone 2 water pipeline and casing along Lundy Place at southern City limit for Capitol PRV relocation. Install parallel casing for future pipeline replacement.
50	W	Relocate SCVWD's 42-inch Welded Steel Pipe (WSP) water transmission line parallel to tracks on east side from southern City limits to Montague.
51	SD	Verify if 78-inch CMP near Lundy Place is affected when BART plans become available. Install parallel casing for future pipeline replacement.
52	W	Install new 18-inch Zone 2 water pipeline that will connect to relocated Capitol PRV at Lundy Place.
53	SD	Connect existing 15-inch RCP storm pipe serving Crossings Apts. to new parallel 54-inch RCP identified as #30 above. If not feasible, other possible options include reconfigure connection with 78-inch storm drain or new separate pipe to Wrigley Creek.
54	Multiple	Install landscaping and irrigation for three median islands along Capitol Ave, south of Montague Expressway. Replace curb, gutter, slurry seal, sidewalks. Street widening, streetlights, etc.
55	RW	Install new 12-inch recycled water pipeline in Piper Dr from Milpitas Station Project to Montague Expressway.

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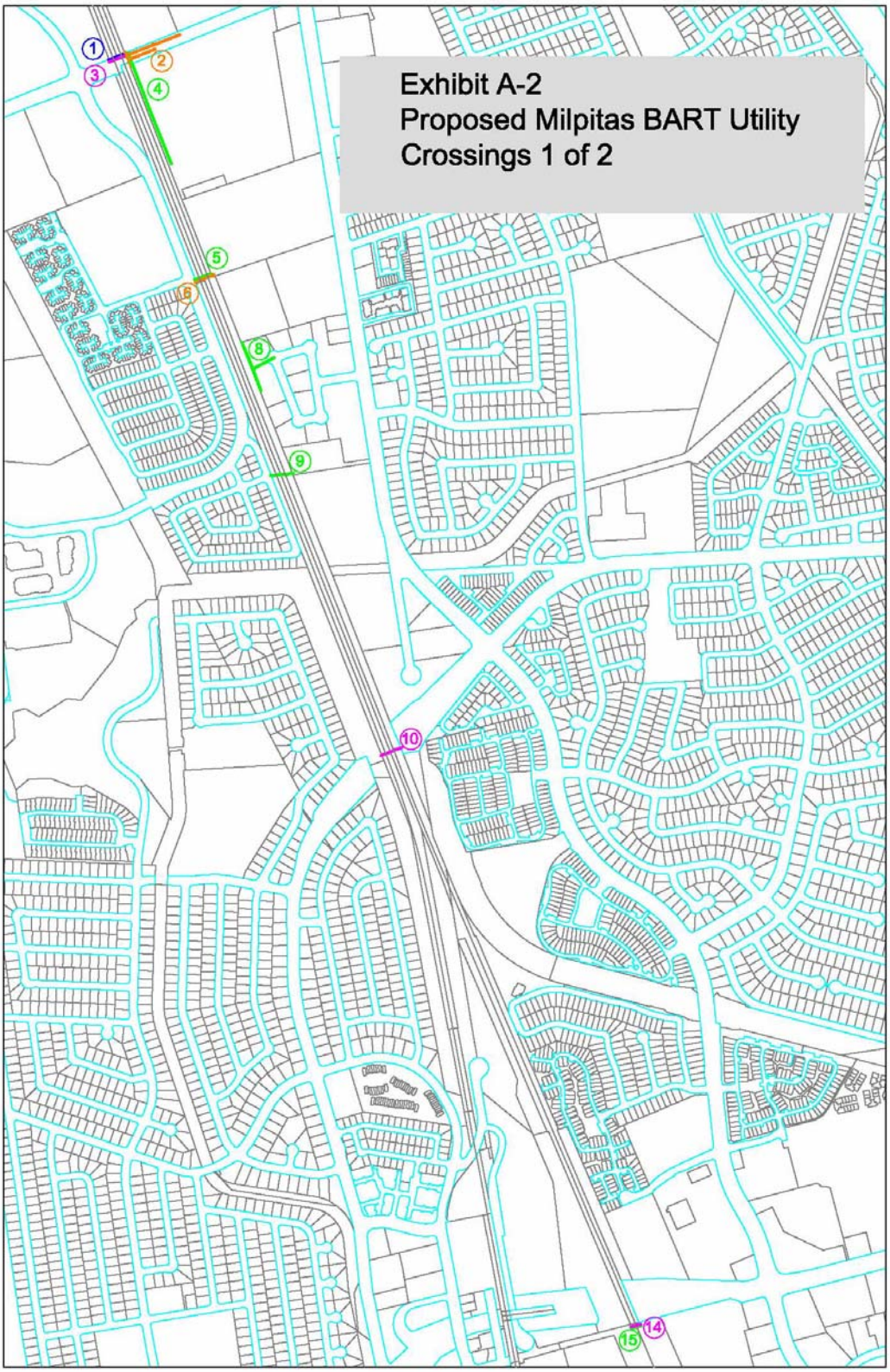
Exhibit A-2
Proposed Milpitas BART Utility
Crossings 1 of 2
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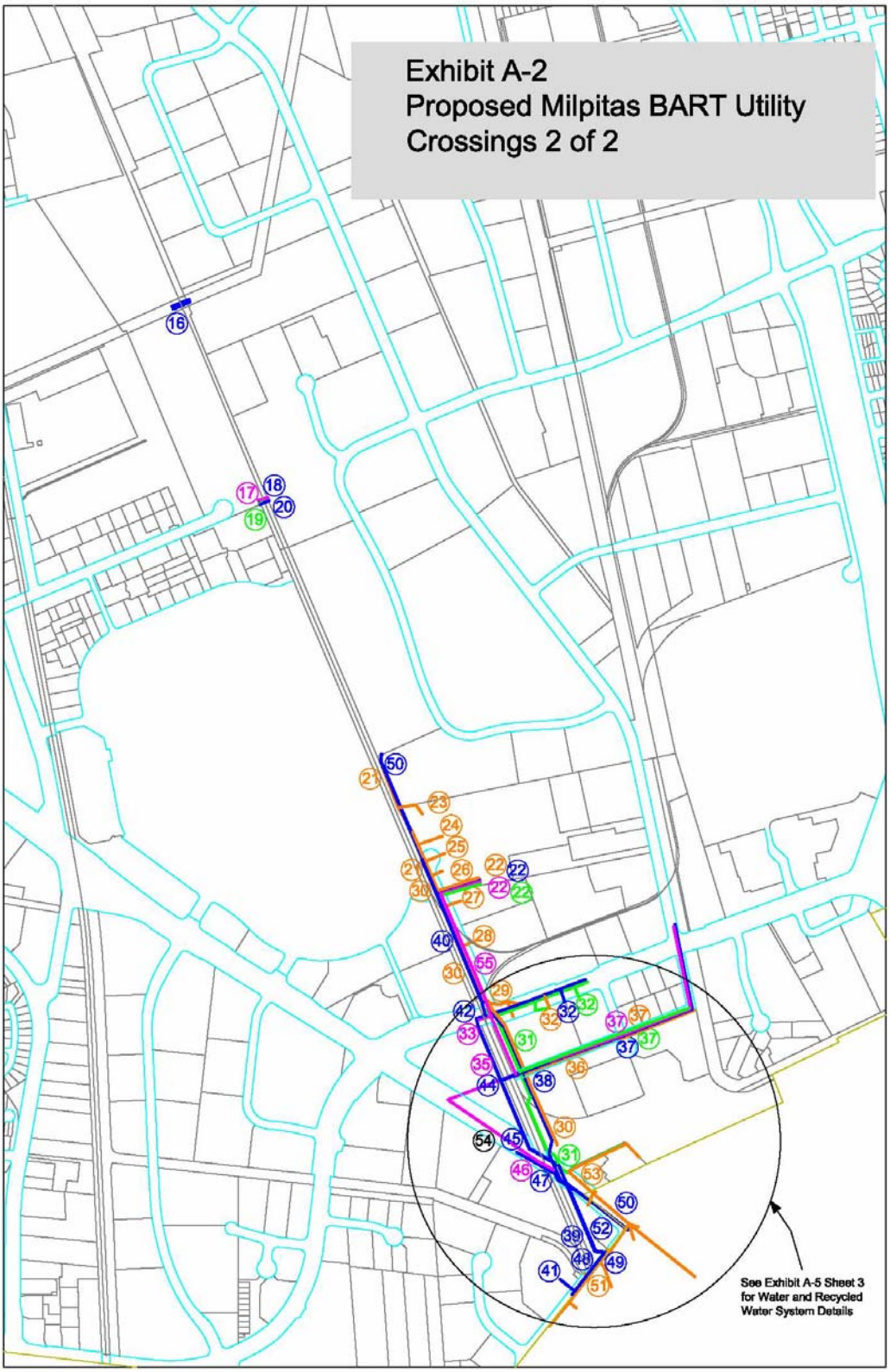
Exhibit A-2
Proposed Milpitas BART Utility
Crossings 2 of 2
See Exhibit A-5 Sheet 3
for Water and Recycled
Water System Details

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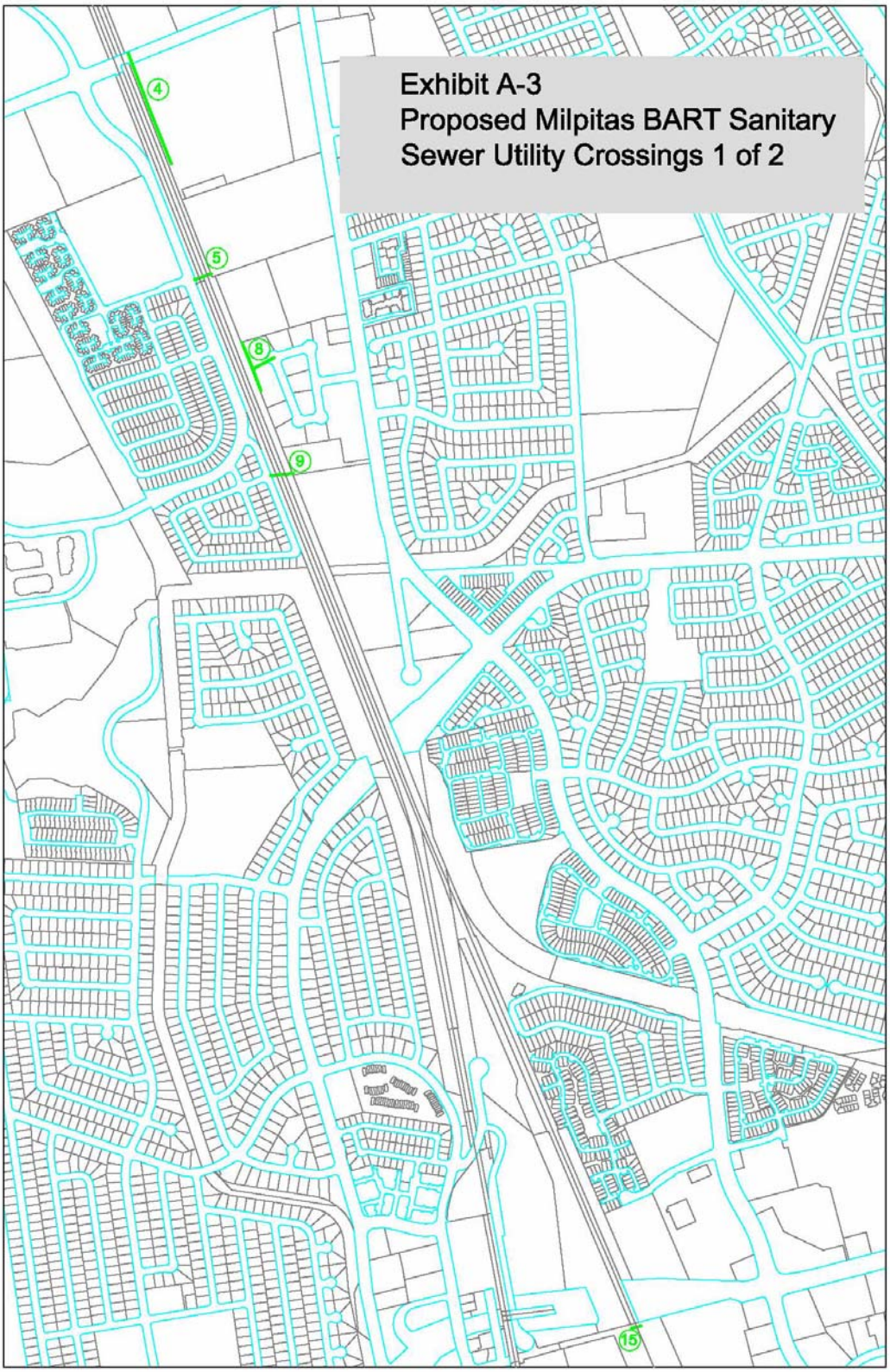
Exhibit A-3
Proposed Milpitas BART Sanitary
Sewer Utility Crossings 1 of 2
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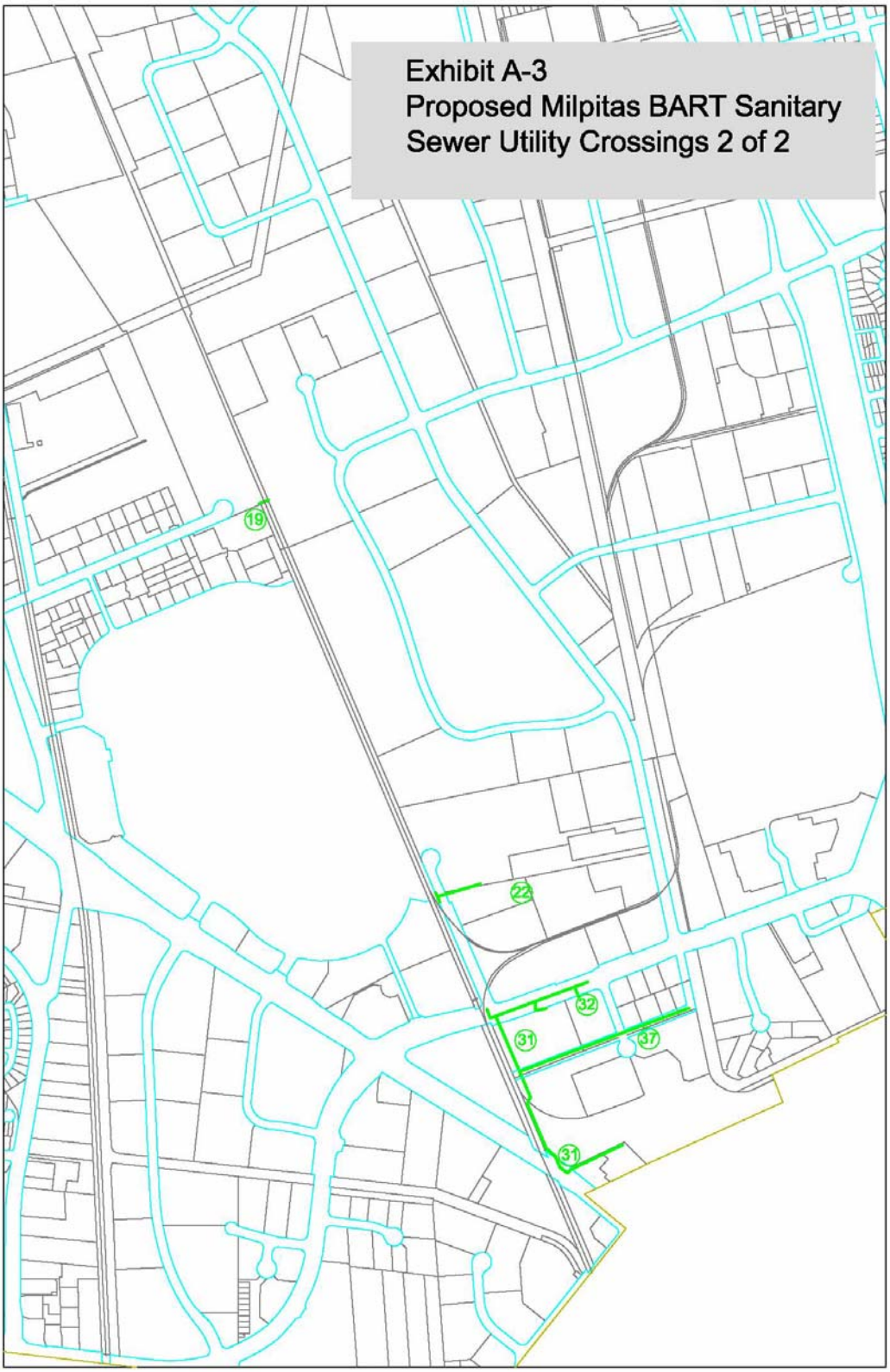
Exhibit A-3
Proposed Milpitas BART Sanitary
Sewer Utility Crossings 2 of 2
19
22
32
31
37
31

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

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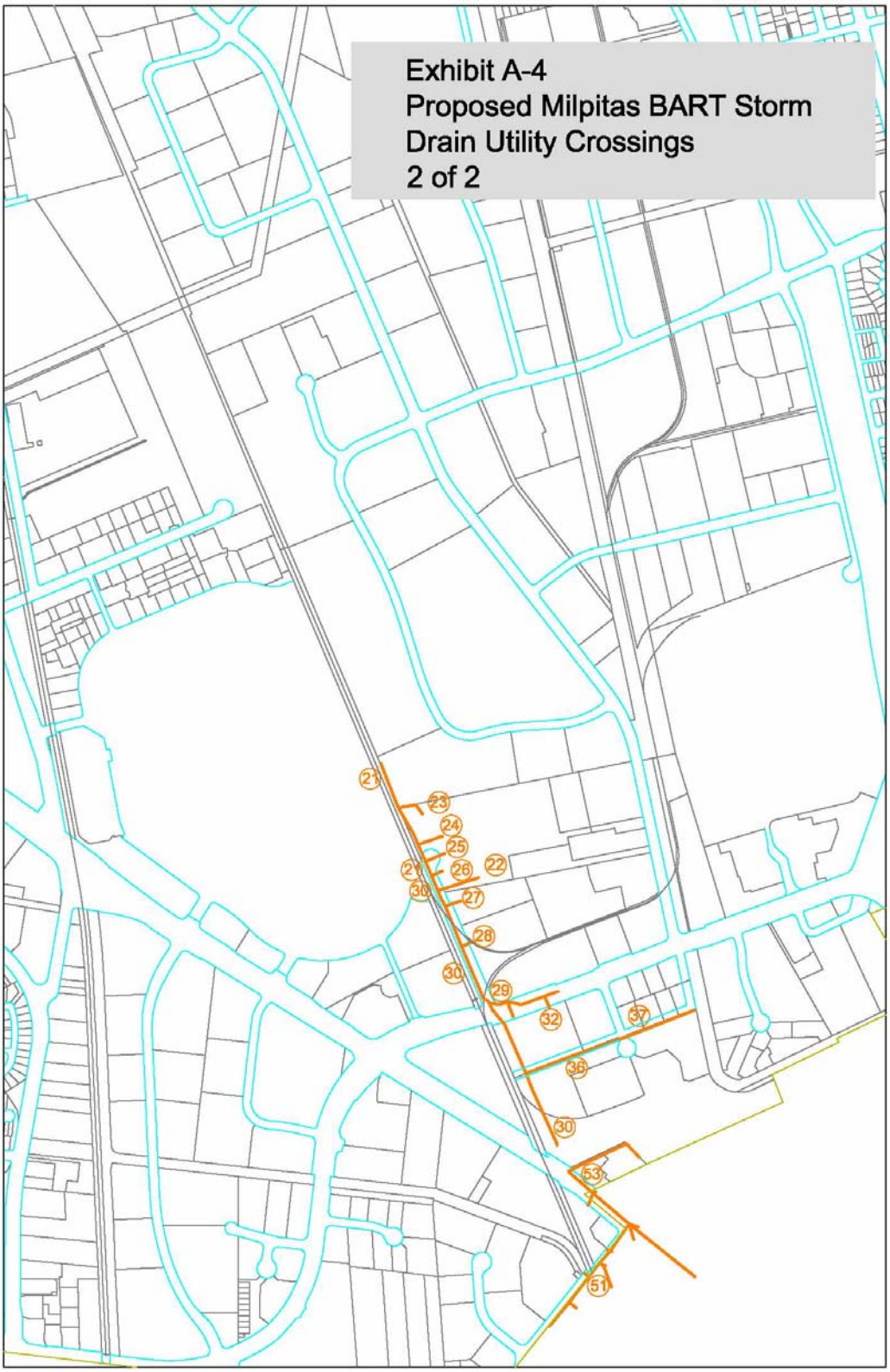
Exhibit A-4
Proposed Milpitas BART Storm
Drain Utility Crossings
2 of 2
21
23
24
25
26
22
27
28
30
29
32
37
36
30
53
51

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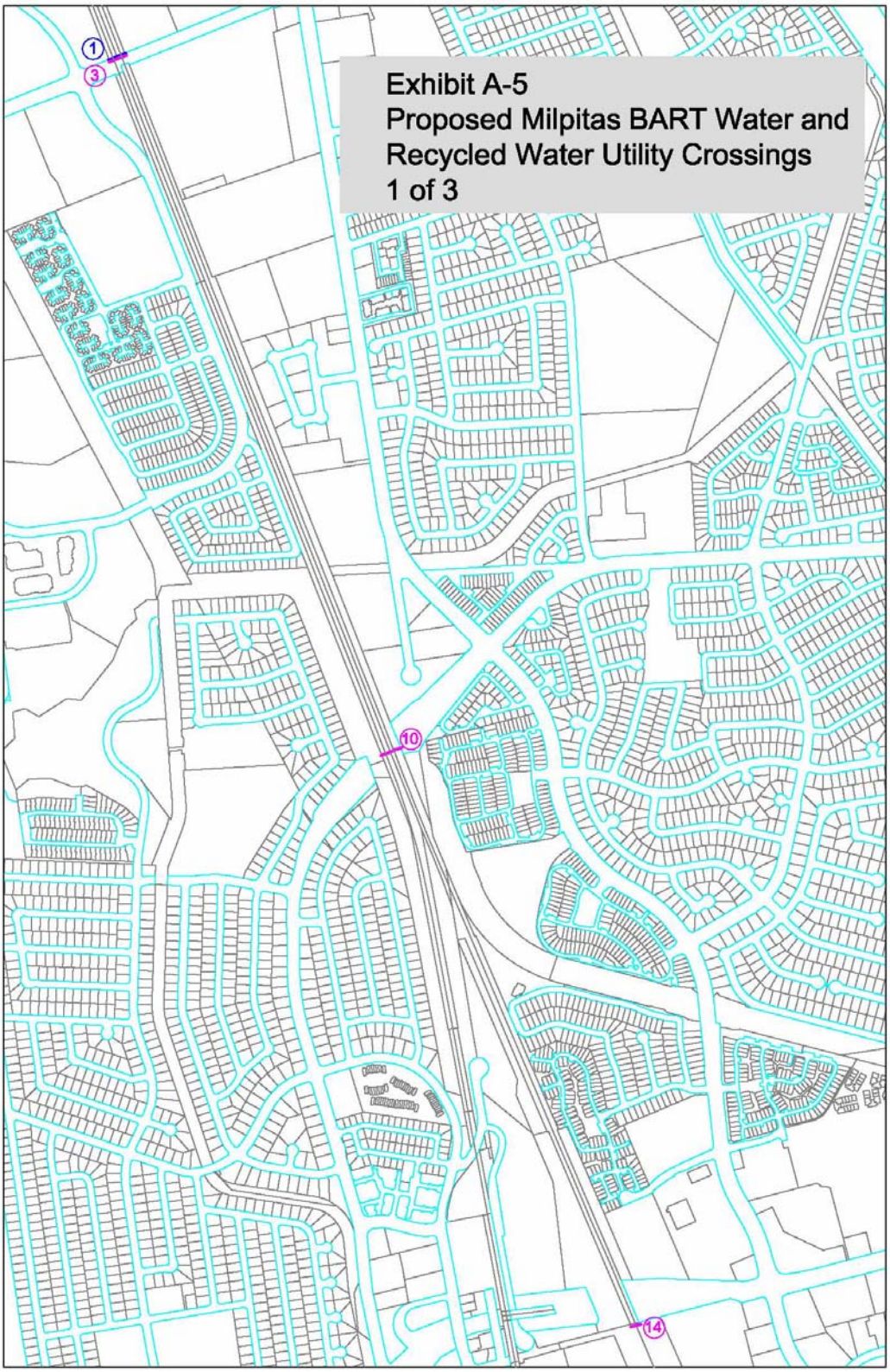
Exhibit A-5
Proposed Milpitas BART Water and
Recycled Water Utility Crossings
1 of 3
1
3
10
14

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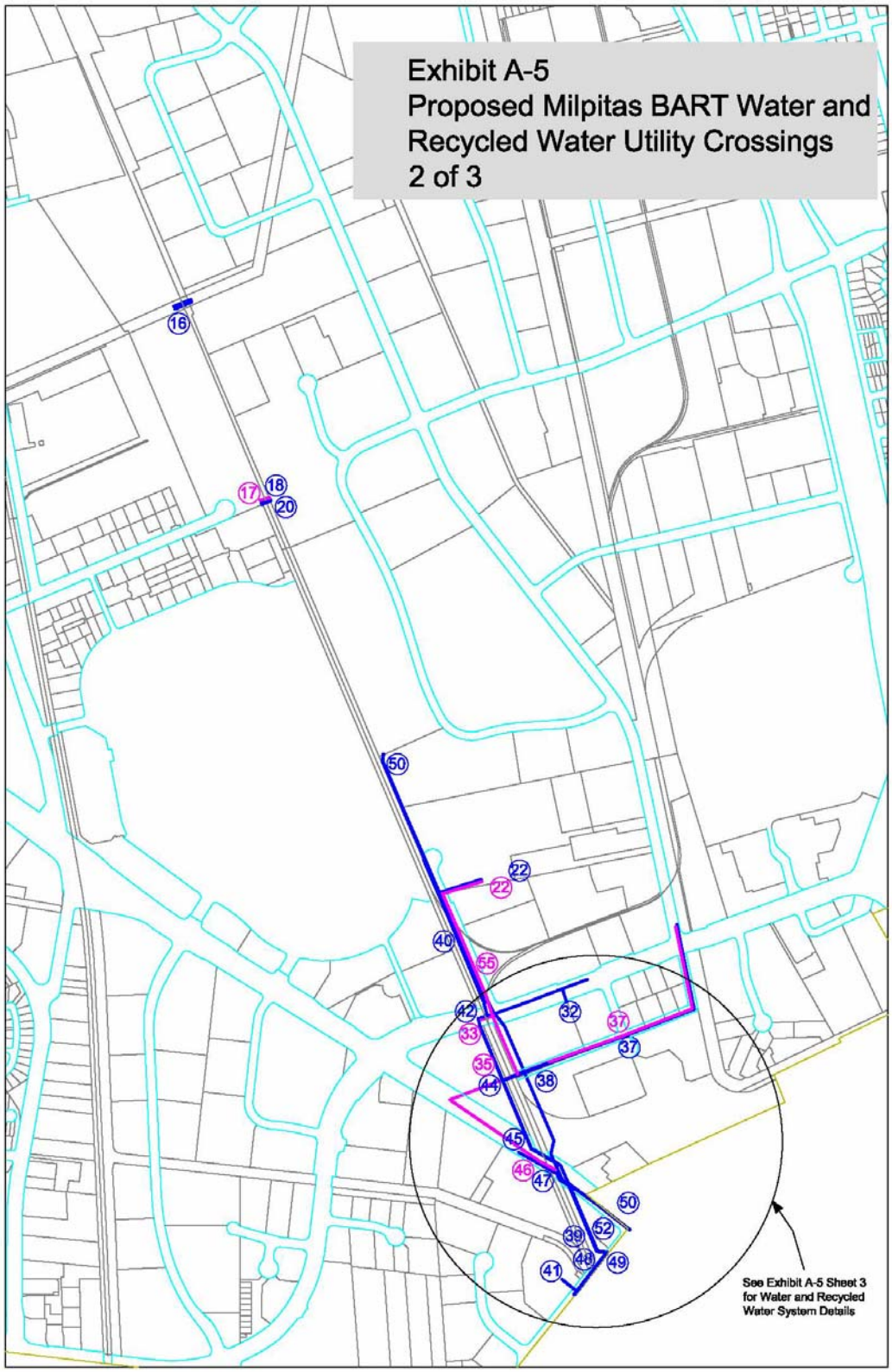
Exhibit A-5
Proposed Milpitas BART Water and Recycled Water Utility Crossings
2 of 3
See Exhibit A-5 Sheet 3 for Water and Recycled Water System Details

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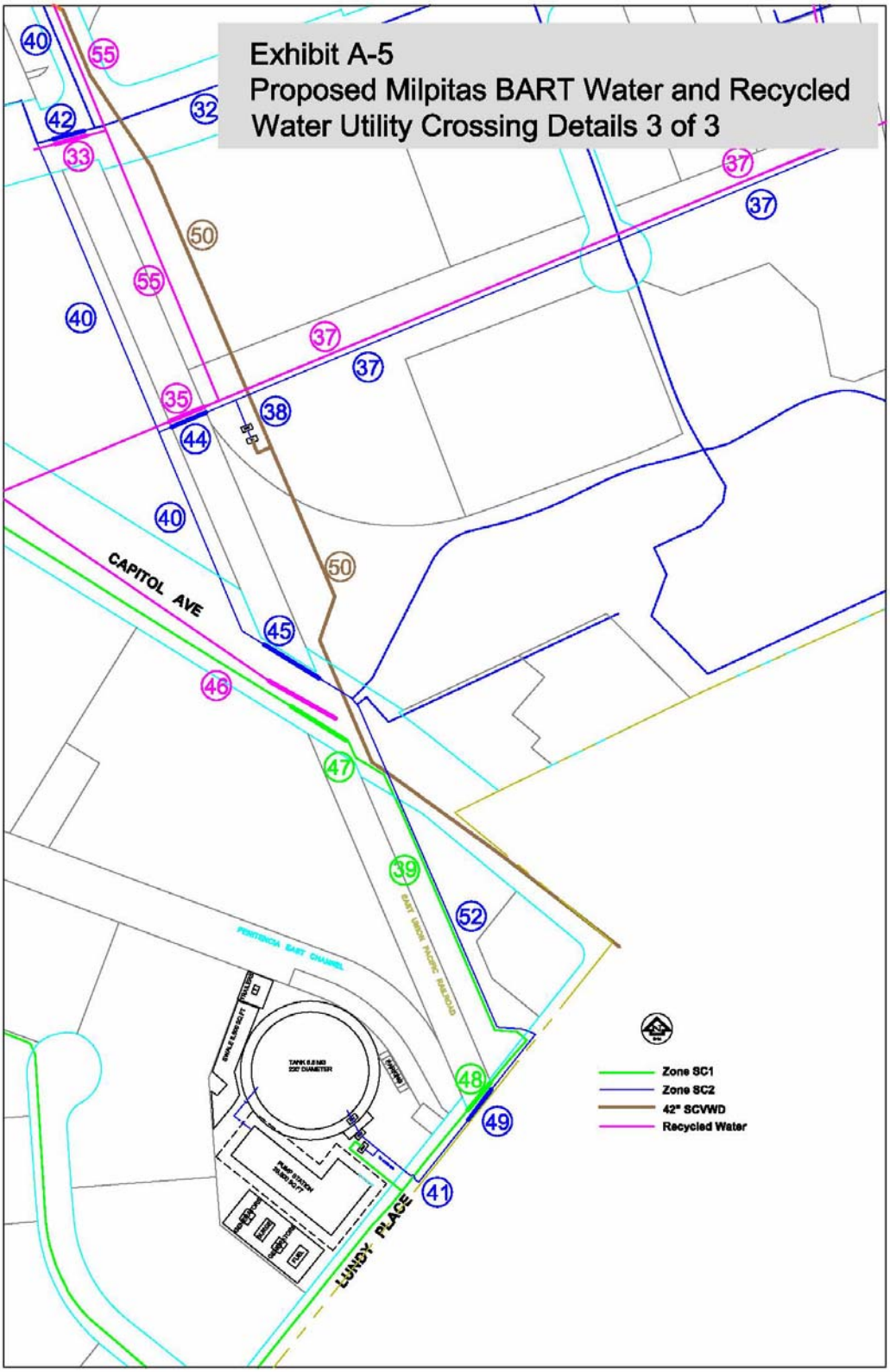
Exhibit A-5
Proposed Milpitas BART Water and Recycled Water Utility Crossing Details 3 of 3
CAPITOL AVE
LUNDY PLACE
Zone SC1
Zone SC2
42" SCVWD
Recycled Water

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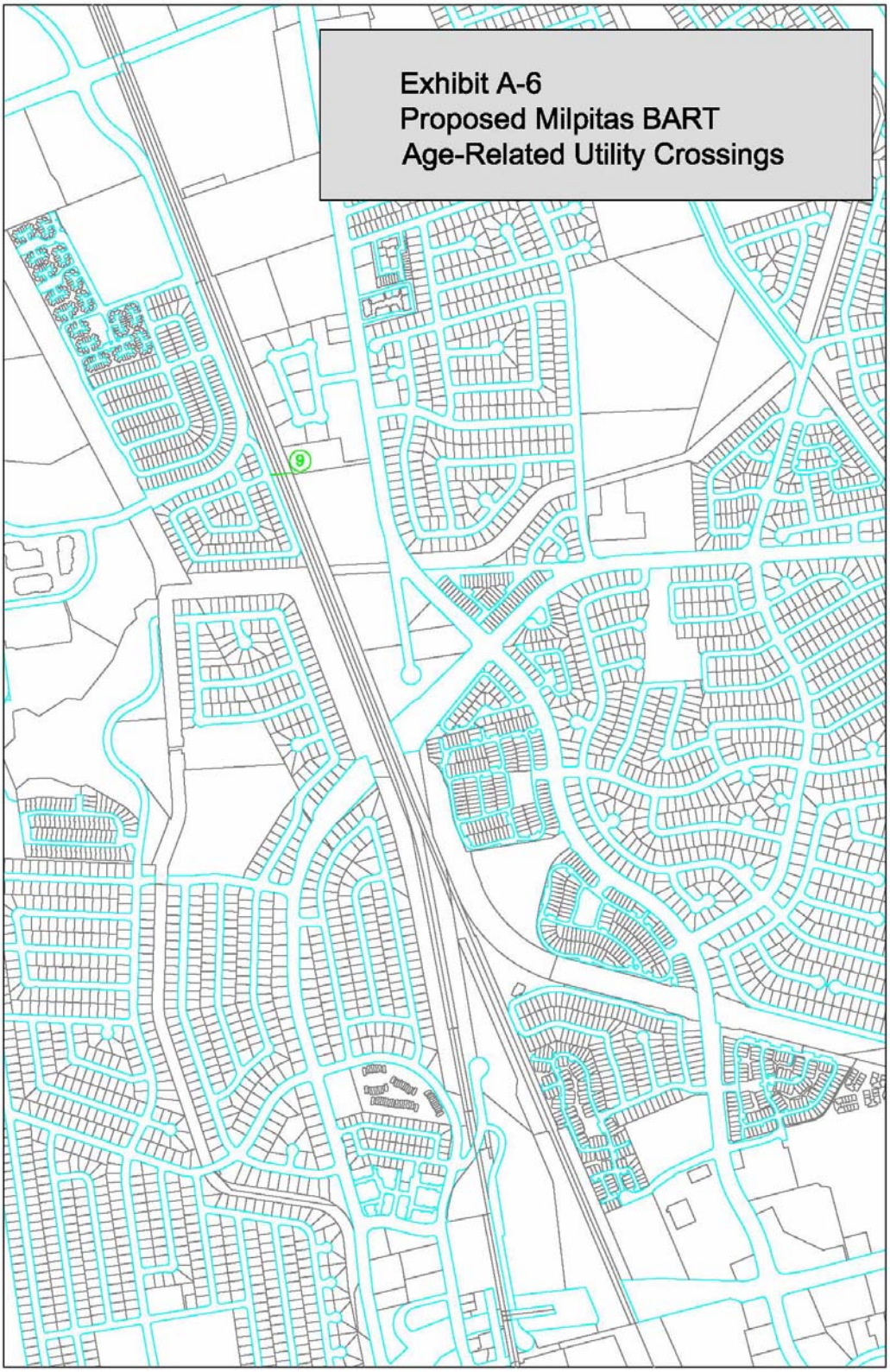
Exhibit A-6
Proposed Milpitas BART
Age-Related Utility Crossings
9

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

Cost estimate for City resources to support BART project through RFP issuance (February 2011)

Task description	Department	City staff	rate	est. hours	total cost
Attend design coordination meetings					
	Fire	Fire Marshall	$ 170	100	$ 17,000
		Fire Protection Engineer	$ 148	50	$ 7,400
	Engineering	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
	Planning	Senior Planner	$ 149	0	$ -
		Assist. Transp. Planner	$ 137	75	$ 10,275
	Utilities	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	Fire Marshall	$ 170	200	$ 34,000
		Fire Protection Engineer	$ 148	300	$ 44,400
	Building	Building Official	$ 211	10	$ 2,110
		Permit Center Manager`	$ 170	150	$ 25,500
	Engineering	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
	Planning	Senior Planner	$ 149	10	$ 1,490
		Assist. Transp. Planner	$ 137		$ -
	Utilities	Principal Utilities Engineer	$ 176	100	$ 17,600
		Associate Civil Engineer	$ 161	250	$ 40,250
	Public Works maintenance	Senior Utilities Maint. Sup.	$ 176	50	$ 8,800
		Water Systems Operator	$ 158	100	$ 15,800
Community outreach assistance	Planning	Senior Planner	$ 149	25	$ 3,725
					$ -
Develop and execute agreements, easements, TCEs, and right of way items, incl. TASP cost sharing and related items					$ -
					$ -
	Engineering	Principal Land Development Engineer	$ 161	250	$ 40,250
		Design & Construction Engineer (CIP Manager)	$ 176	50	$ 8,800
	Planning	Senior Planner	$ 149	25	$ 3,725
					$ -
	Utilities	Principal utilities Engineer	$ 176	20	$ 3,520
		Associate Civil Engineer	$ 161	50	$ 8,050
	City Attorney's office	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**