

**COOPERATIVE AGREEMENT BETWEEN  
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
And  
THE CITY OF MILPITAS  
REGARDING IMPLEMENTATION OF THE MILPITAS BOULEVARD/DIXON  
LANDING ROAD INTERSECTION IMPROVEMENTS**

THIS COOPERATIVE AGREEMENT (Agreement), which commences on the date it is fully executed, is entered into between the Santa Clara Valley Transportation Authority (VTA), a special district created pursuant to California Public Utilities Code Sections 100,000 et seq., as an implementing agency, and the City of Milpitas (CITY), a municipal corporation, as a sponsoring agency.

**RECITALS**

- A. WHEREAS**, VTA and the City of Fremont are constructing a grade separation at Kato Road in the City of Fremont (KGS PROJECT); and
- B. WHEREAS**, the KGS PROJECT will require the complete closure of Kato Road for a period of up to nine months to facilitate construction; and
- C. WHEREAS**, Kato Road traffic will be detoured to other routes, including Dixon Landing Road in the City of Milpitas; and
- D. WHEREAS**, the KGS PROJECT includes some minor modifications to the Milpitas Boulevard/Dixon Landing Road intersection to help mitigate the increased traffic during the Kato Road closure; and
- E. WHEREAS**, CITY has identified additional long range improvements to the Milpitas Boulevard/Dixon Landing Road intersection, consisting of relocation of the northbound Milpitas Boulevard median island, modification to the eastbound Dixon Landing Road median island, removal and installation of striping/markings, removal of existing and installation of new northeast corner traffic signal pole, installation of conduit and conductor, installation of vehicle detectors for the northbound Milpitas Boulevard northbound approach, and all other work necessary to enable a dual northbound left turn movement operation at the intersection of Milpitas Boulevard and Dixon Landing Road (see Exhibit A) (collectively “CITY’s Intersection Improvements”) to help alleviate traffic congestion that are unrelated to the Kato Road closure for the KGS PROJECT; and
- F. WHEREAS**, VTA and CITY agree that it would be more cost effective to include the CITY’S Intersection Improvements within VTA’s KGS PROJECT; and
- G. WHEREAS**, because the Intersection Improvements are not necessitated by VTA’s KGS PROJECT, VTA has agreed to bid, award, administer, and manage construction of the Intersection Improvements as part of the KGS PROJECT, subject to CITY’s financial contribution as set forth herein; and
- H. WHEREAS**, CITY prepared the Milpitas Boulevard/Dixon Landing Road Intersection Improvements Plans and VTA included the documents in the KGS PROJECT bid documents; and

- I. WHEREAS,** VTA has advertised the KGS PROJECT and included the CITY's Intersection Improvements as an Optional Bid Item; and
- J. WHEREAS,** the KGS PROJECT was awarded to the lowest responsible bidder at the September 1, 2011 VTA Board meeting; and
- K. WHEREAS,** CITY desires to have VTA exercise the bid option of \$150,000, for the CITY'S Intersection Improvements; and
- L. WHEREAS,** the Parties wish to set forth in this Agreement their respective obligations in connection with the CITY's Intersection Improvements.

**NOW THEREFORE,** for valuable consideration, VTA and CITY agree as follows:

### **SECTION I**

**VTA agrees:**

1. To advertise, award, and administer the KGS PROJECT construction contracts, including the construction of the CITY's Intersection Improvements as an optional bid item subject to CITY's financial contribution as set forth herein. This will be done utilizing VTA and/or consultant personnel to provide a Resident Engineer and such other construction related engineering, design services during construction, inspection, quality assurance and testing as may be required for satisfactory completion of KGS PROJECT.
2. To advertise and seek bids for the work pursuant to VTA's standard procedures and contracting practices and California law.
3. To make changes necessary to incorporate in good faith the comments of CITY, but upon completion of design and advertisement for bids, the contents of the solicitations, award of contracts, execution of contract modifications, issuance of change orders, resolution of contract claims, and performance of all work on the KGS PROJECT shall be within the control of VTA.
4. To submit to CITY proposed changes to the design of the improvements within the Milpitas Boulevard/Dixon Landing Road intersection.
5. To obtain all permits and regulatory clearances required for construction of the KGS PROJECT, including an encroachment permit for VTA and/or its contractor to enter upon CITY property.
6. To provide CITY, upon receipt of construction bids, a copy of apparent low bid and a written breakdown and summary of the total cost of the bid items for the KGS PROJECT.
7. To accept CITY's remittance for the CITY's share of the estimated KGS PROJECT construction cost, which shall be the total lump sum bid for the Intersection Improvements by the contractor awarded the contract ("CITY'S CONTRIBUTION").
8. To exercise its bid option for the CITY'S Intersection Improvements upon receipt of the CITY's CONTRIBUTION.
9. To accept CITY's remittance for any cost over-runs associated with the construction and installation of CITY's Intersection Improvements.

## SECTION II

### CITY agrees:

1. To pay VTA, as a condition precedent to VTA exercising the bid option for the CITY'S Intersection Improvements, CITY'S CONTRIBUTION.
2. To pay VTA for cost overruns for those costs directly attributable to CITY'S extra work request beyond bid option of \$150,000, for Intersection Improvements within 30 days of receipt of an invoice from VTA for same.
3. To provide an Encroachment Permit to VTA and its contractor for all work related to the CITY'S Intersection Improvements no cost to VTA or VTA's contractor.
4. To provide inspection, design review, project management, administrative, and all other project coordination required for all work related to the CITY'S Intersection Improvements no cost to VTA and its contractor.
5. To permit and authorize VTA's construction contract claims process to be used for all KGS PROJECT-related claims by the construction contractor. VTA will act as the implementing agency in consultation with CITY, and CITY shall abide by the outcome of said process.

## SECTION III

### IT IS MUTUALLY AGREED THAT:

1. VTA shall maintain its right to award the KGS PROJECT contract to the lowest responsible bidder regardless of bids received for the optional bid items relating to CITY'S Intersection Improvements.
2. If, at any time, the costs associated with the construction of CITY'S Intersection Improvements are projected to exceed CITY'S CONTRIBUTION, VTA shall immediately notify CITY in writing of the change in the expenditures. VTA and CITY shall then have the following options:
  - a. Revise the scope of work of CITY'S Intersection Improvements in accordance with the available funds, which revision can be accomplished only by written amendment mutually agreed upon by the Parties;
  - b. Increase/revise CITY'S CONTRIBUTION, which revision can be accomplished only by written amendment mutually agreed upon by the Parties.
3. During the construction of the KGS PROJECT, CITY may furnish a representative to be onsite during construction, if it so desires. VTA's Resident Engineer and CITY's representative shall cooperate and consult with each other, but decisions of VTA's Resident Engineer shall be final. CITY's assigned representative shall have no direct contact with VTA's contractor, the public, other local agencies, etc., without prior consent of VTA's Resident Engineer. While said representative and VTA's Resident Engineer will cooperate and consult with each other, the decisions of VTA's Resident Engineer shall prevail as final, binding and conclusive in all matters concerning the KGS PROJECT construction contract;

provided, that VTA shall ensure CITY facilities are designed and built to current CITY standards or as shown on the Intersection Improvement plans developed by CITY.

4. If cultural, archaeological, paleontological or other protected materials are encountered during construction of KGS PROJECT, VTA will comply with all applicable State laws which may include stopping work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material.
5. CITY shall be responsible for cost overruns for those costs directly attributable to the CITY's Intersection Improvements.
6. **Operations & Maintenance.** CITY agrees to accept and maintain Intersection Improvements within CITY right of way except those improvements that are to be owned, operated and maintained by others. CITY agrees to accept said improvements upon satisfactory completion of the improvements and opening of the roadway to public traffic.
7. **Insurance.** VTA will require any and all contractor(s) and consultant(s) awarded a contract to construct the KGS PROJECT to secure and maintain insurance requirements in full force and effect at all times during the term of this Agreement.
8. **Indemnification.** Pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify, defend and hold the other Party, its officers, employees and agents, harmless from any damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees or agents, under or in connection with any work, authority or jurisdiction delegated to such Party under this Agreement. Neither Party, nor any officer, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party hereto, its officers, employees or agents, under or in connection with any work, authority or jurisdiction delegated to such other Party under this Agreement.
9. **Notices.** Except as otherwise specifically described herein, all communications with respect to this Agreement shall be given by first class mail to the parties as follows:

**CITY**

Mr. Greg Armendariz  
Director of Public Works/City Engineer  
City of Milpitas  
455 E. Calaveras Blvd.  
Milpitas, CA 95035-5411

**VTA**

Mr. Jim Costantini  
Deputy Director  
Santa Clara Valley Transportation  
3331 North First Street, Bldg. A  
San Jose, CA 95134

Or to such other person, addresses, or telephone numbers as the parties may designate in writing from time to time.

10. **Dispute Resolution.** If issues arise regarding interpretation of this Agreement or the performance, or the alleged failure of a party to perform, the party raising the question or making the allegation shall give written notice thereof to the other party. The parties shall promptly meet and use best efforts to resolve the issues. If the parties fail to resolve the issues, alternative forms of dispute resolution, including mediation, may be pursued by

mutual agreement. It is the express intent of the parties that litigation be avoided as a primary means of dispute resolution.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the CITY's Intersection Improvements.
12. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a jurisdictional court to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect.
13. **Amendments.** This Agreement may not be modified except by written instrument executed and approved in the same manner as this Agreement.
14. **Project Schedule.** The parties agree that the CITY's Intersection Improvements shall be completed and open to public traffic prior to the full closure of Kato Road.
15. **Term of Agreement.** This Agreement shall be effective on the date specified on the signature page hereof and shall remain in effect for a period of 2 years or until completion of the KGS PROJECT, final accounting and payments, and, resolution of all outstanding claims and disputes. The responsibilities and liabilities stated in this Agreement at Section III: Paragraph 6, "Operations & Maintenance," Paragraph 7, "Insurance," and Paragraph 8, "Indemnification," will survive the termination or expiration of this Agreement.
16. **Non-Waiver.** The failure of either party to insist upon the strict performance of any of the terms, covenants, and conditions of this Agreement will not be deemed a waiver of any right or remedy that a party may have, and will not be deemed a waiver of the right to require strict performance of all of the terms, covenants, and conditions thereafter.
17. **Warranty of Authority to Execute Agreement.** Each Party to this Agreement represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this Agreement on behalf of the entity that is a Party to this Agreement.
18. **Governing Law.** This Agreement shall be construed and its performance enforced under California law.
19. **Venue.** In the event that suit shall be brought by either Party to this Agreement, the Parties agree that venue shall be exclusively vested in the State courts of the County of Santa Clara or, if federal jurisdiction is appropriate, exclusively in the United States District Court for the Northern District of California, in San Jose, California.

The following Exhibit is attached hereto and incorporated herein by this reference:

Exhibit A: Location of Project Improvements

**IN WITNESS WHEREOF**, CITY and VTA have entered into this Agreement as of the date it is fully executed.

**CITY OF MILPITAS**

**SANTA CLARA VALLEY  
TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
**Name**    **Thomas C. Williams**  
**Title**    City Manager

\_\_\_\_\_  
**Michael T. Burns**  
General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CITY Legal Counsel

\_\_\_\_\_  
VTA Legal Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# CITY OF MILPITAS

EXHIBIT A

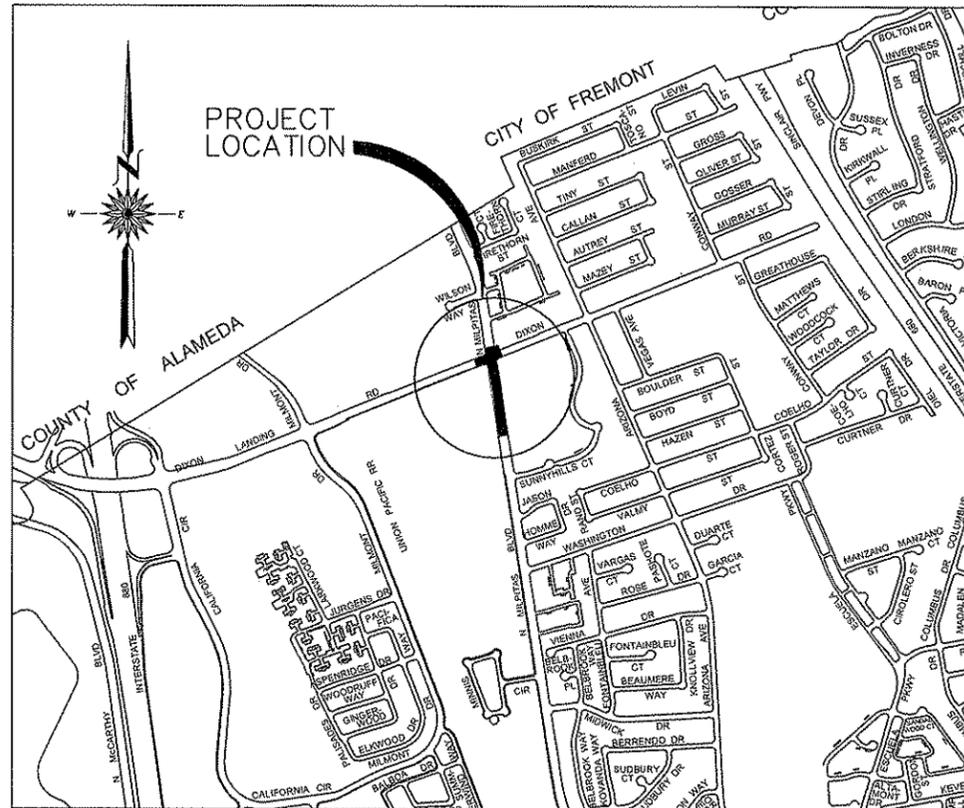
LOCATION OF PROJECT IMPROVEMENTS

## N. MILPITAS BLVD. AND DIXON LANDING RD. TRAFFIC IMPROVEMENT

### PROJECT NO. 4253

#### GENERAL NOTES

- ALL MATERIAL AND WORKMANSHIP SHALL FULLY CONFORM WITH THE SPECIFICATIONS, STANDARDS AND ORDINANCES OF THE CITY OF MILPITAS AND THE STATE STANDARD SPECIFICATIONS DATED MAY 2006. STANDARD DRAWINGS AND DETAILS ARE AVAILABLE AT THE ENGINEERING DEPARTMENT, 408-586-3300.
- PUBLIC WORKS INSPECTION SHALL BE NOTIFIED 48 HOURS PRIOR TO THE START OF ANY WORK BY THE CONTRACTOR OR SUBCONTRACTORS, 408-586-2884.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES 48 HOURS PRIOR TO CONSTRUCTION TO FIELD LOCATE UTILITIES, CONTACT UNDERGROUND SERVICE ALERT AT 811 AND OBTAIN A REFERENCE NUMBER. ANY ADDED COST ON THE PART OF THE CONTRACTOR AS A RESULT OF THE ACTUAL LOCATIONS OF EXISTING UTILITIES BEING DIFFERENT FROM THOSE SHOWN ON THE PLANS SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT UNIT PRICE.
- DETOUR OF THROUGH TRAFFIC TO NEARBY STREET WILL NOT BE PERMITTED. CONTRACTOR MUST MAINTAIN TWO 12' LANES FOR THROUGH TRAFFIC AT ALL TIME OR MAKE SPECIAL PROVISION TO ALLOW THROUGH TRAFFIC.
- ALL EXISTING UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE CITY ENGINEER, AT CONTRACTOR'S SOLE EXPENSE.
- SAFETY MEASURES: AT ALL TIMES THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE INCLUDING PUBLIC SAFETY, WORKER SAFETY AND PROPERTY. (THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT JUST DURING NORMAL WORKING HOURS) AND FOR ALL NECESSARY INDEPENDENT ENGINEERING REVIEWS OF THE CONDITIONS. THE ENGINEER'S JOB SITE REVIEW IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES.
- CONTRACTOR SHALL NOTIFY MILPITAS SCHOOL DISTRICT, ALL TRANSPORTATION COMPANIES AND EMERGENCY SERVICES OF PAVING SCHEDULE TO ALLOW COORDINATION.
- HAUL ROUTES SHALL BE ONLY ON THOSE STREETS AS PRE-APPROVED BY THE ENGINEER.
- ALL SURVEY MONUMENTATIONS SHALL BE PROTECTED AND PERPETUATED IN PLACE. ANY DISTURBED OR COVERED MONUMENTS SHALL BE RESET BY A REGISTERED CIVIL ENGINEER OR LAND SURVEYOR AT THE DIRECTION OF THE CITY ENGINEER.
- CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE CITY OF MILPITAS NOISE ABATEMENT ORDINANCE, ORD. NO. 196.6. PER ORD. NO. 196.6, MUNICIPAL CODE SECTION V-213. PER SECTION V-213, THE CONTRACTOR SHALL NOT ENGAGE OR PERMIT OTHERS TO ENGAGE IN ANY CONSTRUCTION RELATED OPERATIONS INCLUDING DELIVERY OF MATERIALS AND/OR EQUIPMENT TO OR FROM THE CONSTRUCTION SITE EXCEPT WITHIN THE HOURS OF 7:00 AM TO 7:00 PM ON WEEKDAYS AND WEEKENDS. NO CONSTRUCTION IS PERMITTED ON THE FOLLOWING HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING BIRTHDAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY.
- CONTRACTOR SHALL COMPLY WITH THE CITY'S NON-POINT SOURCE POLLUTION PREVENTION ORDINANCE AND THE STORM WATER POLLUTION PREVENTION PLAN BEST MANAGEMENT PRACTICES (BMP) FOR THIS PROJECT.
- ALL PAINT THICKNESS SHALL BE A MINIMUM OF 15 MILS OF THICKNESS. STRIPING PAINT FOR CITY STREETS SHALL BE AS FOLLOWS OR APPROVED EQUALS: ENNIS PAINT #37038 WATER BASE BLACK, ENNIS PAINT #33538 WATER BASE YELLOW, ENNIS PAINT #37925 WATER BASE WHITE, WITH GLASS BEADS. THE CONTRACTOR SHALL USE THE CITY'S STANDARD STENCILS, COORDINATE PICK-UP THROUGH THE CITY ENGINEER.
- CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE TO THE ENGINEER (AND UPDATE AS REQUIRED PER SPECIFICATIONS) FOR APPROVAL AT LEAST 15 DAYS PRIOR TO BEGINNING ANY WORK WITHIN THE CONSTRUCTION SITE.
- CONTRACTOR SHALL MEET WITH PROJECT INSPECTOR AND SIGN OFF ON QUANTITIES WITHIN 48 HOURS OF COMPLETING EACH SEGMENT.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES AND SHALL OBTAIN AN APPROVED CHANGE ORDER PRIOR TO EXCEEDING ESTIMATED QUANTITIES.
- ALL RESPONSIBLE CONTRACTOR REPRESENTATIVE (CONTRACTOR SUPERINTENDENT AND SUBCONTRACTOR'S SUPERINTENDENT) WILL BE REQUIRED TO ATTEND A PRE-CONSTRUCTION MEETING WHICH WILL BE SCHEDULED BY THE CITY PRIOR TO THE COMMENCEMENT OF ANY WORK.
- CONTRACTOR MUST NOTIFY CITY INSPECTOR AFTER CAT-TRACKING AND OBTAIN APPROVAL PRIOR TO THE FINAL STRIPING.
- THERE WILL BE NO TOTAL STREET CLOSURES. CONTRACTOR MUST MAKE PROVISIONS TO ALLOW FOR THROUGH TRAFFIC AND ACCESS TO ALL DRIVEWAYS. CONTRACTOR MUST STAGE ACCORDINGLY AND NOT REMOVE ANY LARGER AREAS THAN CAN BE CONSTRUCTED AND REOPENED IN A GIVEN DAY.
- CONTRACTOR SHALL MAINTAIN THE PROJECT SITES IN A NEAT AND PROFESSIONAL CONDITION AT ALL TIMES. CONTRACTOR SHALL NOT STORE MATERIALS ON PUBLIC ROADWAYS. CONTRACTOR SHALL REMOVE ALL DEBRIS AND EQUIPMENT AT THE END OF EACH WORKING DAY.
- THE REGULAR WORKING HOURS SHALL BE BETWEEN THE HOURS OF 7:00 AM AND 4:00 PM MONDAY THROUGH FRIDAYS INCLUDING WEEKENDS, BUT EXCLUDING NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY AND ANY OTHER LEGAL HOLIDAYS IF APPROVED BY THE ENGINEER IN WRITING.
- THE CONTRACTOR SHALL SWEEP STREET PRIOR TO DEEP LIFT AC PAVING, DURING, AND AFTER GRINDING.
- FINAL STRIPING TO BE INSTALLED NO LATER THAN 14 DAYS AFTER PAVING.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL TEMPORARY STRIPING & SIGNAGE UNTIL PERMANENT STRIPING IS INSTALLED.
- AT ALL TIMES SHALL THE CONTRACTOR HAVE A SUFFICIENT NUMBER OF CONES, TEMPORARY SIGNAGE, BARRICADES, AND OTHER TRAFFIC CONTROL AND SAFETY DEVICES AT HAND IN ORDER TO SAFELY PROSECUTE THE WORK AND TO DIRECT TRAFFIC INCLUDING PEDESTRIANS.
- THE CONTRACTOR SHALL PROVIDE TEMPORARY ADA COMPLIANT PEDESTRIAN WALKWAYS/PATHS AROUND THE WORK AREA WHEN RAMPS/SIDEWALK ARE REMOVED. THE CONTRACTOR SHALL SCHEDULE RAMPS AND SIDEWALK WORK TO MAINTAIN AN ADA PATH OF TRAVEL ESPECIALLY AT INTERSECTIONS.
- NO LANE CLOSURES WILL BE PERMITTED ON NORTH MILPITAS BLVD. IN THE DIRECTION OF COMMUTE DURING THE HOURS OF 6:00 AM TO 9:00 AM, AND 3:00 PM TO 7:00 PM.
- CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL PRIOR TO START CONSTRUCTION.



VICINITY MAP

NOT TO SCALE

#### INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	DEMOLITION PLAN
3	CONCRETE WORK
4	DELINEATION SHEET
5	TRAFFIC SIGNAL
6	BLUEPRINT FOR A CLEAN BAY

#### LEGEND

	8" DEEP LIFT ASPHALT CONCRETE (AC)
	EXIST ASPHALT CONCRETE TO BE REMOVE
	EXISTING VALVE BOX
	EXISTING MANHOLE
	EXISTING MONUMENT
	LIMIT OF WORK
	REMOVE EXIST. MEDIAN ISLAND

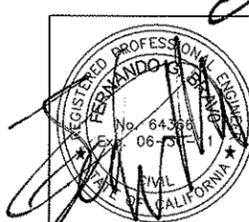
#### CONSTRUCTION NOTES:

- ASPHALT CONCRETE SHALL CONFORM TO THE PROVISIONS OF SECTION 39, "ASPHALT CONCRETE", OF THE STATE STANDARD SPECIFICATIONS. ASPHALT CONCRETE SHALL BE TYPE A AND SHALL BE PRODUCED FROM COMMERCIAL QUALITY ASPHALT AND AGGREGATES. THE AGGREGATE SHALL CONFORM TO THE 3/4 INCH MAXIMUM, MEDIUM GRADING AS SPECIFIED IN SECTION 39-2.02, "AGGREGATE", OF THE STATE STANDARD SPECIFICATIONS. A CERTIFICATE GUARANTEEING COMPLIANCE OF ASPHALT WITH SPECIFICATIONS SHALL BE FURNISHED TO THE ENGINEER FOR APPROVAL.
- ASPHALT BINDER TO BE MIXED WITH THE AGGREGATE SHALL CONFORM TO THE PROVISIONS OF SECTION 92, "ASPHALT", OF THE STATE STANDARD SPECIFICATIONS AND SHALL BE PAVING ASPHALT PERFORMANCE GRADE PG 64-10 IN CONFORMANCE TO SECTION 92-1 (B) OF THE STATE STANDARD SPECIFICATIONS, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- PAINT BINDER (TACK COAT) - LIQUID EMULSION SS-1 SHALL BE IN CONFORMANCE WITH SECTION 94, "ASPHALTIC EMULSIONS", OF THE STATE STANDARD SPECIFICATIONS. A PAINT BINDER OF LIQUID EMULSION SS-1 TACK COAT SHALL BE APPLIED TO ALL VERTICAL SURFACES OF EXISTING PAVEMENT AND AGGREGATE BASE. THE SURFACE SHALL BE FREE OF WATER, FOREIGN MATERIAL, OR DUST, WHEN TACK COAT IS APPLIED. CARE SHALL BE TAKEN TO AVOID TRACKING OF BINDER MATERIAL ONTO EXISTING PAVEMENT SURFACES BEYOND THE LIMIT OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR CLEAN UP AND/OR RE-STRIPE OF ADJACENT STREETS OUTSIDE OF THE CONSTRUCTION LIMITS THAT TACK COAT IS TRACKED.
- SPREADING AND COMPACTING OF AC SHALL BE PERFORMED BY METHODS THAT WILL PRODUCE AN ASPHALT CONCRETE SURFACE OF UNIFORM SMOOTHNESS, TEXTURE AND DENSITY. THE CONTRACTOR SHALL COMPLY WITH PROVISIONS OF SECTION 39-6 "SPREADING AND COMPACTING", OF THE STATE STANDARD SPECIFICATIONS. THE FINISHED SURFACE SHALL MEET THE STRAIGHT EDGE REQUIREMENT OF SECTION 39-6.03, "COMPACTING", OF THE STATE STANDARD SPECIFICATIONS.
- USE PORTLAND CEMENT CONCRETE (PCC) CONTAINING NOT LESS THAN 564 LBS. OF TYPE I OR 1/II PORTLAND CEMENT PER CUBIC YARD WITH COMPRESSIVE STRENGTH OF NOT LESS THAN 3,000 PSI. AT 28 DAYS.
- USE TYPE B3-6 CURBS, FROM REVISED CALTRANS STANDARD PLAN RSP A87A DATED NOVEMBER 17, 2006.
- USE #4 DOWEL SPACED 4'-0", MINIMUM LENGTH 8", WITH EPOXY AS APPROVED BY CITY ENGINEER.
- INSTALL THERMOPLASTIC PAVEMENT MARKINGS PER CALTRANS STANDARD PLANS.
- FOR ESTIMATED QUANTITIES SEE SHEET 4.

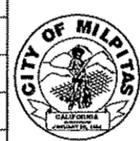
#### ABBREVIATIONS

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
AB	AGGREGATE BASE	P.U.E.	PUBLIC UTILITY EASEMENT
AC	ASPHALT CONCRETE	R	RADIUS
ADJ	ADJUST	RCP	REINFORCED CONCRETE PIPE
BOW	BACK OF WALK	R/W	RIGHT OF WAY
C&G	CURB AND GUTTER	S	SLOPE
CONC	CONCRETE	SD	STORM DRAIN
CONST	CONSTRUCT	S.D.E.	STORM DRAIN EASEMENT
DIA	DIAMETER	SDMH	STORM DRAIN MANHOLE
DO	DIG-OUT	S.E.	SLOPE EASEMENT
DWY	DRIVEWAY	SHT.	SHEET
EA	EACH	SPECS	SPECIFICATIONS
ELEV	ELEVATION	SS	SANITARY SEWER
EP	EDGE OF PAVEMENT	SSCO	SANITARY SEWER CLEAN OUT
EXIST.EX	EXISTING	SSMH	SANITARY SEWER MANHOLE
FOC	FACE OF CURB	ST	STREET
FG	FINISH GRADE	STA	STATION
FH	FIRE HYDRANT	STD	STANDARD
FL	FLOW LINE AT CURB & GUTTER	SW	SIDEWALK
INV	INVERT	TC	TOP OF CURB
LG	LIP OF GUTTER	TYP	TYPICAL
LP	LIGHT POLE	W	WATER
MAX	MAXIMUM	WM	WATER METER
MH	MANHOLE	WV	WATER VALVE
MIN	MINIMUM		
MON	MONUMENT		
N.T.S.	NOT TO SCALE		
PB	PULL BOX		
PCC	PORTLAND CEMENT CONCRETE		
P.S.E.	PUBLIC SERVICE EASEMENT		

TWO WORKING DAYS BEFORE YOU DIG  
CALL USA TOLL FREE  
811



Record Drawings		Revisions	
Project Engineer: _____ Date: _____	Drawn By: <u>HE</u> Date: <u>04/20/2011</u>	Num.	Description
Designer: _____ Date: _____	Checked By: <u>FB</u> Date: <u>04/20/2011</u>	Engr. Appr.	Date
Public Works Inspector: _____ Date: _____	Designed By: <u>FB</u> Date: <u>04/20/2011</u>		
Public Improvements Initially Accepted by the City Council on: _____			



CITY OF MILPITAS ENGINEERING DIVISION		PROJECT NO.
N. MILPITAS BLVD. AND DIXON LANDING RD. TRAFFIC IMPROVEMENT		4253
Project No. 4253		DRAWING NO.
TITLE SHEET		E.P. NO.
APPROVED BY: <u>Greg Armendariz</u> , Public Works Director/City Engineer		SCALE: NOT TO SCALE
DATE: <u>4/18/11</u>		SHEET <u>1</u> OF <u>6</u>