

**COOPERATIVE AGREEMENT #1**  
**BETWEEN**  
**THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**  
**AND**  
**THE CITY OF SAN JOSE**  
**RELATING TO VTA'S BART SILICON VALLEY PHASE II EXTENSION PROJECT**

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This Cooperative Agreement #1 (hereinafter “**Agreement**”) is entered into between the Santa Clara Valley Transportation Authority, a public agency organized as a special district under California law (hereinafter “**VTA**”) and the City of San Jose, a municipal corporation of the State of California, (hereinafter “**CITY**”). This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (the “**Effective Date**”). VTA and CITY are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

### **RECITALS**

- A. WHEREAS, VTA intends to construct an extension of the Bay Area Rapid Transit (“**BART**”) system rail line within Santa Clara County, under the project entitled VTA’s BART Silicon Valley Phase II Extension Project (“**PROJECT**”).
- B. WHEREAS, VTA has undertaken a program of activities leading to the aforementioned extension of BART service, to be constructed by VTA and operated by BART.
- C. WHEREAS, VTA and CITY entered into a Master Agreement on October 16, 2020 (“**Master Agreement**”) that describes the cooperative efforts of the Parties with respect to the preliminary engineering, final design, and construction of the PROJECT.
- D. WHEREAS, this Cooperative Agreement is made pursuant to the Master Agreement, and the terms, conditions, and obligations of the Master Agreement shall apply to this Agreement, unless explicitly stated otherwise herein.
- E. WHEREAS, the Parties desire to enter into this additional cooperative agreement under the Master Agreement to further define provisions for the PROJECT and to address the reimbursement from VTA to CITY for costs related to PROJECT development prior to the advertisement for procurement of design-build contracts (“**Pre-RFP**”), including the Construction Outreach Management Program (“**COMP**”), review of Condition Assessment Reports (“**CAR**”) for Architectural Historic Properties, review of preliminary engineering Contract Documents, define key milestones and review schedules for formal review of, and consolidated comments regarding, Plans and Specifications for CITY Infrastructure, to be included as requirements in contract

documents and to include a schedule of fully-burdened hourly rates to be paid by VTA for these services.

NOW THEREFORE, VTA and CITY, in consideration of the foregoing, hereby agree as follows:

## **AGREEMENT**

### **SECTION 1. DEFINITIONS**

- A. Capitalized Terms defined in the Master Agreement will have the same meaning in this Agreement and any exhibits hereto, unless otherwise specified herein.
- B. In addition, the following definitions apply to this Agreement, including any Exhibits hereto.
  - 1. “**Betterment**” means the upgrading (e.g., increase in capacity) to an existing facility that is not attributable to construction of the PROJECT and is made solely for the benefit, and at the election, of CITY (not including an improvement that is able to achieve such upgrade at costs equal to or less than the costs of a “like-for-like” replacement or relocation). See **Section 3.J** of this Agreement for additional definition.
  - 2. “**CITY Facility**” or “**CITY Facilities**” mean CITY rights-of-way and real or personal property under the ownership or the exclusive operation of the CITY. CITY Facilities may include, but are not limited to, public streets, curbs and gutters, sidewalks, traffic signal, street lighting systems, signages, roadways, bridges, retaining walls, alleys, storm drains, sanitary sewers, recycled water, parking lots, parks, public landscaping and trees, traffic control devices and systems, street furniture, bike racks and lockers, benches, trash cans and public, police and fire alarm systems. CITY Facility is synonymous with the definition for CITY Infrastructure in the Master Agreement.
  - 3. “**Management Team**” has the definition set forth in **Article II.A** of **Exhibit B**.
  - 4. “**Master Agreement**” has the definition set forth in **Recital C**, above.
  - 5. “**Technical Team**” has the definition set forth in **Article II.B** of **Exhibit B**.

## **SECTION 2. CONSTRUCTION IMPACT MITIGATION PLAN (CIMP)**

In furtherance of the provisions set forth in **Section 6** of the Master Agreement, VTA will require in its Contract Documents that its contractors comply with the Construction Education and Outreach Plan (CEOP), Construction Transportation Management Plan (CTMP), and Emergency Services Coordination Plan (ESCP), current copies of which are attached to this Agreement as Exhibit E. If necessary, the Parties will consult and cooperate in negotiating and executing any agreements required to modify any elements within the Construction Outreach Management Program (COMP).

## **SECTION 3. CITY FACILITIES**

### **A. Construction Standards:**

Notwithstanding the provisions set forth in **Section 7.B** of the Master Agreement, VTA and its contractors will utilize the latest editions of the CITY's design standards and ordinances, which are identified in Exhibit A, in effect as of the date thirty (30) calendar days prior to issuance of the Contract Package (CP-2) Tunnel and Trackwork Notice to Proceed (NTP) or Contract Package (CP-4) Stations and Support Facilities Request for Proposals (RFP) Final Addendum, whichever occurs first, except for CITY's design standards for traffic signals, which shall be designed and constructed in accordance with CITY standards in effect three hundred sixty (360) calendar days prior to the time permanent construction of traffic signals begins. In the event that the CITY adopts any new CITY standard, or otherwise amends or supplements an existing CITY standard, CITY will, within ten (10) working days, give notice to the VTA of the new, amended, or supplemented CITY standard. To the extent reasonably practicable, VTA will make good faith efforts to accept and incorporate modifications and/or changes to the applicable standards and regulations after the date thirty (30) calendar days prior to issuance of the CP-2 Tunnel and Trackwork NTP or CP-4 Stations and Support Facilities RFP Final Addendum, whichever occurs first, provided that: such subsequent revisions or additions do not (i) require design product changes necessitating resubmittal of the design product to CITY or (ii) increase the cost of construction as initially estimated and/or delay the beginning of construction as scheduled. Notwithstanding the foregoing, VTA will accept and incorporate any revisions or additions resulting from changes in federal, state or local

laws, rules, or regulations to the extent that such changes mandate incorporation of the change into the design product.

B. CITY Review of Plans and Specifications:

1. Notwithstanding the provisions set forth in **Section 7.C** of the Master Agreement, PROJECT design development milestones will consist of preliminary engineering and final engineering design review milestones. For each PROJECT contract package, final engineering will commence with the issuance of the Notice to Proceed to the contractor for such contract package. Final engineering will include 65%, 95% and 100% milestones for CITY's review and approval.
2. CITY recognizes that the contractor may elect to advance construction of elements of the PROJECT prior to completion of the final design for all work under the contract. Therefore, the CITY agrees to review the design submittals for this advance construction work in the same manner as it would for the entire scope under the contract. CITY's issuance of an encroachment permit for this advance construction work will not constitute approval of other work where final design has not been reviewed and approved by the CITY, nor shall it be construed as acceptance of any deviation from CITY requirements that the PROJECT comply with CITY's standards specified in Exhibit A of this Agreement.
3. CITY agrees that the normal review period under this PROJECT is thirty (30) working days and that VTA may, given advance notice of ten (10) working days to CITY, request an expedited review of twenty (20) working days.
4. Within ten (10) working days after receipt of Plans and Specifications for review:  
(a) CITY must inform VTA whether the Plans and Specifications are sufficiently complete for CITY review purposes, (b) whether thirty (30) working days is sufficient for formal review (or twenty (20) working days in the case of an expedited review), and (c) if not sufficiently complete, CITY must so notify VTA, or must return the Plans and Specifications to VTA together with an identification of those portions that are not sufficiently complete and a description of the missing information listing the deficiencies. If no such notice or return is received by VTA

within such ten (10) working day period, the Plans and Specifications will be deemed complete and acceptable for review purposes.

5. CITY will make every reasonable effort to deliver to VTA consolidated formal review comments regarding CITY Facilities on the Plans and Specifications within thirty (30) working days (or twenty (20) working days in the case of an expedited review) after the date of CITY's receipt of complete submittals (or within such time as the Parties may otherwise agree in writing).
6. CITY and VTA agree that it is probable that VTA will submit multiple documents for CITY review at the same time and that it is the responsibility of VTA to coordinate with VTA's contractors and to determine the priorities for submittal review. CITY agrees to make every reasonable effort to follow the priority list developed and maintained by VTA.
7. CITY agrees that, during final engineering, it will notify VTA regarding any new issues, or any comments, that are either inconsistent with its comments on earlier final engineering submittals, or with any changes thereto agreed to by CITY and VTA.
8. CITY will have the right to make new comments on any material changes in the Plans and Specifications from previous submittals.
9. CITY and VTA must agree in writing (in a format acceptable to both Parties) on the subject(s) of expertise sought by CITY before CITY procures the services of any qualified professional(s) to participate in the PROJECT. Furthermore, CITY agrees to permit VTA to monitor and participate in the selection of any such qualified professional(s). VTA will only object to retention of a qualified professional that it reasonably believes to be unqualified or otherwise unacceptable on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria. CITY agrees to consider in good faith any request by VTA to reject or discontinue the services of any qualified professional(s). If CITY refuses to such request by VTA, CITY must provide a written response noting its reasons for selection or maintaining the qualified professional(s) in question. Any costs for qualified professional(s) submitted by CITY to VTA for reimbursement must

comply with the Federal Cost Principles described in 49 CFR Part 31 applicable to the entity incurring the cost.

C. Permits:

Notwithstanding the provisions set forth in **Section 7.D** of the Master Agreement, VTA will contractually require its contractors and their subcontractors to obtain all necessary CITY encroachment permits for the PROJECT and all traffic controls prior to commencement of work within the CITY's right of way and prior to work on existing CITY Facilities. The CITY's encroachment permit, attached as Exhibit D to this Agreement, will be included in all the Contract Documents.

D. Allowable Work Hours and Workdays:

VTA agrees that CITY has established work hours and work day restrictions included in its DOWNTOWN CONSTRUCTION GUIDELINES FOR WORK IN THE PUBLIC RIGHT-OF-WAY and that there are CITY ordinances that may restrict work activities by its contractors on the PROJECT. VTA further agrees that it is the responsibility of the contractors to identify all controlling activities that may require waivers from established work hours and work days and that any such request for waivers will be included with the encroachment permit application to CITY.

CITY acknowledges that the PROJECT includes key and specific construction activities that require waivers for some or all of the aforementioned work hour or work day restrictions, and that the CITY may grant any such waivers in the encroachment permits that may be required for the work.

VTA and CITY agree that work hour and work day restrictions as well as any waivers to established work hours and work days will be specified in the encroachment permits granted for such activities.

E. Holiday Moratorium:

Except when work is otherwise permitted by CITY in accordance with the Master Agreement or subsequent agreements, no additional street closures shall be permitted



beyond what is allowed in the encroachment permit(s) during a holiday moratorium within the area as described in the DOWNTOWN CONSTRUCTION GUIDELINES FOR WORK IN THE PUBLIC RIGHT-OF-WAY. For the purpose of this Agreement, a “holiday moratorium” shall mean Thanksgiving Day through New Year’s Day.

F. Construction Mitigations for Businesses:

VTA shall implement business mitigation measures for the purpose of assisting those businesses financially affected by the PROJECT activities performed pursuant to the Master Agreement or subsequent Agreements. Business mitigation assistance will include, but is not limited to, the following:

- Advertising and marketing
- Parking mitigation
- Communications and outreach support
- Banners/signage
- Lighting

VTA shall fund the above-referenced business mitigation measures until the completion of all construction of the PROJECT, CITY streets are fully restored and open to traffic, and all punchlist items are completed.

G. Noise and Vibration Control Plans and Mitigation Measures:

Noise control plans and mitigation measures shall be in accordance with the standards set forth in the specific Construction Noise Controls and Monitoring Plans prepared by VTA’s contractors and any conditions of approval included in a CITY issued permit.

H. Construction Impacts to CITY Facilities Other Than Streets:

Notwithstanding the provisions set forth in **Section 7.E** of the Master Agreement, VTA shall be responsible for the repair, relocation, replacement and reconstruction of CITY

Facilities to the extent that such repairs are caused by the construction of the PROJECT in accordance with the design standards and transportation plans identified in Exhibit A.

I. Construction Impacts to CITY Streets:

Notwithstanding the provisions set forth in **Section 7.F** of the Master Agreement, VTA will be responsible for the repair, reconstruction, and/or repaving of CITY streets affected by the construction of the PROJECT (“**Street Repair**”). The specific requirements for such repair, reconstruction and/or repaving will be set forth in the applicable construction encroachment permits.

J. Betterments:

If CITY requests a Betterment, VTA and CITY must enter into a separate cooperative agreement prior to commencement of construction of such Betterment, which agreement will define the nature and extent of any Betterment (including related Plans and Specifications) and set forth the amount of reimbursement due to VTA for the Betterment and the work required to complete the Betterment. CITY may receive credit toward its reimbursement to VTA for any salvage value of facilities that were either removed or retained by VTA during replacement, modification, enlargement, or expansion, and such credit must be based on the resale value of these facilities, less VTA’s selling expenses. The schedule of payment to be paid to VTA by CITY will be defined in the separate cooperative agreement; provided, however, that any such schedule must require that CITY will reimburse VTA for all Betterments no later than sixty (60) calendar days after the date that a VTA invoice is received by CITY. Notwithstanding the terms set forth in this **Section 3.J**, where construction of the PROJECT will preclude or adversely affect future maintenance, improvement, construction or operation of a CITY Facility, VTA will include mitigation approved by CITY for such future impacts to the CITY Facility in the Plans and Specifications. Any agreed mitigation methods will be set forth in a separate agreement between the Parties. Upgrades or construction completed in furtherance of such mitigation

will not be considered a Betterment. The following is a non-exhaustive list of improvements that shall not be considered Betterments:

- An upgrade, that the Parties agree will not be considered a Betterment;
- Upgrades resulting from design or construction in accordance with applicable CITY standards, the California Manual on Uniform Traffic Control Devices (“CA MUTCD”), Urban Village and/or Multimodal Transportation Improvement Plans, and/or other specific or transportation plans as further set forth in Exhibit A;
- Measures required to mitigate construction impacts or environmental impacts identified in the Final Environmental Impact Report, any supplemental environmental reports or this Agreement and all attachments and exhibits;
- Devices or materials that are standard replacements for the preexisting devices or materials that are no longer regularly manufactured or used for such purposes, even if better in quality;
- An upgrade that is the consequence of improvements that are designed or selected by VTA or its contractors; and
- An improvement that is able to achieve an upgrade to a CITY Facility at costs equal to or less than the costs of a “like-for-like” replacement or relocation.

K. Construction Management and Inspection:

Notwithstanding the provisions set forth in **Section 7.H** of the Master Agreement, CITY construction inspection services may include compliance monitoring and due diligence, which may include, but are not limited to, examination of CITY Facilities and proper equipment installation. Testing services will determine the quality of materials applied to the work performed by VTA. Testing services may include testing for compaction of utility trenches, roadway backfill, and structural sections.

#### **SECTION 4. CITY SERVICES SUPPORTING PRE-RFP PROJECT ACTIVITIES**

CITY will provide CITY staff necessary to perform services for the PROJECT as specified in Exhibit B, entitled “Services Related to Coordination and Review of Pre-RFP PROJECT Activities,” attached and incorporated into this Agreement.

## **SECTION 5. REIMBURSEMENT OF CITY STAFF COSTS**

- A. VTA will reimburse CITY for all services as specified in Exhibit B on the basis of the schedule of fully-burdened hourly rates attached as Exhibit C to this Agreement, which is subject to annual revision by CITY. Notwithstanding the foregoing, the total reimbursement for this purpose is estimated to be Nine Hundred Ninety Thousand Dollars (\$990,000.00), but in no event will exceed Two Million Dollars (\$2,000,000.00). CITY agrees to notify VTA if the total reimbursement for services associated with this Agreement is anticipated to exceed Two Million Dollars (\$2,000,000.00) no less than ninety (90) calendar days before such costs are accrued in order to allow VTA and CITY time to negotiate and present an amendment increasing such reimbursement to the VTA Board/CITY Council (or their designees) for consideration. CITY must maintain a separate accounting of staff time directly attributable to the PROJECT.
- B. Funds will not be advanced by VTA to CITY.
- C. All payments for services made under this Agreement must comply with all applicable federal and state funding guidelines and will be subject to audit pursuant to the terms set forth in **Section 19** of the Master Agreement. CITY must provide VTA with invoices on a monthly basis and no later than forty-five (45) calendar days after performance of the work reflected and requested for reimbursement in the invoice, in accordance with the provisions of the Agreement. VTA must remit payment for a proper, fully documented invoice complying with the requirements set forth in this Agreement within sixty (60) calendar days of receipt of such invoice. Supporting documentation for costs under this Agreement must be included with each invoice.
- D. VTA must reimburse CITY for the work of Management Teams and Technical Teams within CITY cost recovery departments, as set forth in Exhibit B. Reimbursement will be paid for the work of technical-level CITY staff only; senior CITY management (department and division heads) will continue to consult on the PROJECT at no cost to VTA. Reimbursement will be strictly limited to services related to the PROJECT.
- E. CITY will procure, and VTA agrees to reimburse CITY for, a third-party Consultant or Consultants who will assist CITY in meeting its obligations and exercising its rights under

this Agreement. The Consultant(s) may include a team of individuals who provide a variety of services on behalf of CITY, which, at minimum, shall include the following: 1) coordinating and facilitating plan review/approval and Construction management/observation; 2) observing, inspecting and approving the installation of CITY Facilities; and 3) monitoring and enforcing the mitigation control measures provided in the Final Environmental Impact Report, any supplemental reports or this Agreement and its attachments and exhibits. In order to perform all services at a sufficient level, with CITY's approval, the Consultant may hire a sub-consultant or sub-consultants to perform specific services when necessary. VTA shall only reimburse CITY for Consultant(s) work that is performed in furtherance of the Project and the Contract.

## **SECTION 6. TIME OF PERFORMANCE**

The Parties acknowledge that timely performance of services is essential to maintaining the overall PROJECT schedule and that Parties will work in a collaborative manner to minimize any delays. VTA will make every reasonable effort to ensure that contractor submittals are complete, ready for review, and submitted to CITY as scheduled and CITY agrees to make every reasonable effort to provide timely and complete review comments as specified elsewhere in this agreement.

## **SECTION 7. MISCELLANEOUS**

- A. 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 either Party may have, and will not be deemed a waiver of that Party's right to require strict performance of all of the terms, covenants, and conditions thereafter.
- B. Amendments: Future amendments to this Agreement will be processed in writing by agreement of the Parties. Mutual consent shall be reached through negotiations. Notice of either Party's desire to amend this Agreement must be provided at least ninety (90) calendar days before the desired effective date of such amendment.
- C. Term: Notwithstanding the provisions of the Master Agreement, the term of this Agreement will be deemed to have commenced retroactively as of January 1, 2021 and will continue through December 31, 2030.

- D. Termination: Notwithstanding the provisions of the Master Agreement, either Party may terminate this Agreement at any time, for any reason, upon giving sixty (60) calendar days written notice to the other party.
- E. Final Invoice: Within thirty (30) calendar days after termination of this Agreement, CITY must submit a final invoice for expenses it has incurred as of the effective date of the termination. VTA must pay such final invoice within thirty (30) calendar days after receipt.

*Signatures of Parties on following page.*

This Agreement is made and entered into as of the Effective Date.

SANTA CLARA VALLEY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Evelynn Tran, General Counsel and  
Interim General Manager/ CEO

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Victor Pappalardo  
Deputy General Counsel

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

CITY OF SAN JOSE

By: \_\_\_\_\_  
Toni Taber  
City Clerk

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Egan Hill  
Senior Deputy City Attorney

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

## EXHIBIT A

### CITY DESIGN STANDARDS APPLICABLE TO THE DESIGN OF CITY FACILITIES

1. **Construction Standards.** VTA and its consultants will utilize the latest editions of the CITY's design standards, ordinances and transportation plans in effect as of the date thirty (30) calendar days prior to issuance of the CP-2 Tunnel and Trackwork NTP or CP-4 Stations and Support Facilities RFP Final Addendum, whichever occurs first, except as noted in **Section 3.A** of this Agreement, as follows:
  - A. San Jose Public Works Standard Specifications and Details<sup>1</sup>
  - B. San Jose Public Works Project Special Provisions and Details
  - C. San Jose 2016 Public Streetlight Design Guide
  - D. San Jose 2017 Downtown Streetlight Guide
  - E. San Jose 2020 Downtown Construction Guidelines for Work in the Public Right-of-Way<sup>1</sup>
  - F. San Jose 2013 Standard Landscape Details and Specifications for Public Street Landscape Improvement Projects<sup>1,6</sup>
  - G. San Jose Sanitary Sewer Master Plan
  - H. San Jose Storm Sewer Master Plan
  - I. San Jose 2019 Shoring Design Instructions<sup>7</sup>
  - J. San Jose Traffic Control Plan Requirements
  - K. San Jose Recommended Temporary Traffic Control Plans
  - L. California Manual on Uniform Traffic Control Devices
2. **Design Standards.** Notwithstanding anything to the contrary in this Agreement, the following plans and guidelines which have been approved, or are in the process of being amended or developed and approved by the San Jose City Council, will be utilized by VTA and its contractors for the design of CITY Facilities affected by the PROJECT:
  - A. San José 2021 Citywide Design Standards and Guidelines
  - B. San Jose 2018 Complete Streets Design Standards & Guidelines<sup>2</sup>
  - C. San Jose 2003 Downtown Streetscape Master Plan<sup>5</sup>



- D. San Jose 2019 Downtown Design Guidelines and Standards<sup>3</sup>
- E. San Jose 2018 Five Wounds Urban Village Plan (to be amended in 2022)<sup>8</sup>
- F. San Jose 2018 East Santa Clara Street Urban Village Plan<sup>8</sup>
- G. San Jose 2020 East San Jose Multimodal Transportation Improvement Plan (ESJ MTIP)/ En Movimiento<sup>9</sup>
- H. San Jose Downtown Transportation Plan<sup>10</sup> (to be adopted Summer/Fall 2021)
- I. San Jose Diridon Station Area Plan (Amendment to be adopted May 2021)
- J. San Jose 1992 Midtown Specific Plan

VTA and CITY will coordinate and cooperate in good faith to define the design elements of CITY Facilities to be newly constructed, restored, or modified by the PROJECT. CITY Facilities impacted by the PROJECT will be defined in a City Facility Design (CFD) Memorandum prepared for each contract package. VTA and CITY will coordinate and collaborate on the applicable requirements for design elements to be incorporated in the CFD Memorandums.

3. **Public Art**. VTA and CITY desire to incorporate public art into the PROJECT. As public art is not eligible for federal funding, the Parties agree to negotiate in good faith a separate cooperative agreement to set parameters for the funding, approval and procurement of artwork, management of the art development process, and installation of the artwork, utilizing CITY's public art ordinance and plans as guidance:

- A. San Jose Public Art Ordinance<sup>4</sup>
- B. San Jose Public Art NEXT!/ Public Art Master Plan<sup>4</sup>
- C. San Jose Downtown Public Art Focus Plan<sup>4</sup>

1. Documents available on City's Public Work website: <https://www.sanjoseca.gov/your-government/departments/public-works/development-services/public-works-applications>

2. Documents available on City's Dept of Transportation website: <https://www.sanjoseca.gov/your-government/departments/transportation/roads>

3. Link to Document: <https://www.sanjoseca.gov/home/showpublisheddocument?id=38781>

4. Documents available on City's Office of Cultural Affairs website: <https://www.sanjoseca.gov/your-government/departments/office-of-cultural-affairs/public-art/policy-reports-resources>

5. Link to Document: [https://sj-admin.s3-us-west-2.amazonaws.com/2003\\_1000\\_CityOfSanJose\\_StreetscapeMasterPlan.pdf](https://sj-admin.s3-us-west-2.amazonaws.com/2003_1000_CityOfSanJose_StreetscapeMasterPlan.pdf)

6. Link to Document: <https://www.sanjoseca.gov/home/showpublisheddocument?id=36781>

7. Link to Document: <https://www.sanjoseca.gov/home/showpublisheddocument?id=32821>

8. Link to Area Plans, Urban Villages: <https://www.sanjoseca.gov/your-government/departments/planning-building-code-enforcement/planning-division/citywide-planning>

9. Link to Document: <https://www.sanjoseca.gov/home/showpublisheddocument?id=64021>

10. Link to Site: <https://www.sanjoseca.gov/your-government/departments-offices/transportation/planning-policies/downtown-transportation-plan>

## **EXHIBIT B**

### **SERVICES RELATED TO COORDINATION AND REVIEW OF PRE-RFP PROJECT ACTIVITIES**

#### **I. GENERAL TASK DESCRIPTION:**

The purpose of this Agreement is for VTA to provide CITY with funding for CITY services that include development of the Construction Outreach Management Program (“COMP”), review of Condition Assessment Reports (“CAR”) for architectural historic properties, and coordination and review of Pre-RFP Contract Documents involving CITY Facilities, which will consist of four distinct tasks: Task 1 – Project Management and Coordination, Task 2 – COMP Review and Coordination, Task 3 – CAR Review and Coordination, and Task 4 – Pre-RFP Contract Documents Review and Coordination.

#### **Task 1 – Project Management and Coordination**

For this task, the designated CITY staff will provide overall coordination for all aspects of the PROJECT and maintain effective communication among the CITY, VTA and its contractors, consultants and other agencies.

#### **Task 2 – COMP Review and Coordination**

For this task, the designated CITY staff will coordinate COMP deliverables, including the Construction Education and Outreach Plan (“CEOP”), Construction Transportation Management Plan (“CTMP”) and Emergency Services Coordination Plan (“ESCP”), submitted by VTA. VTA has set up meetings with the CITY for COMP submittals for the discussion of details, schedules and timeframes.

Upon receipt of the submittals, the Management Team (defined below) will distribute the deliverables to the different CITY reviewers, review the submittals, meet with the CITY reviewers as needed, and prepare a set of review comments. CITY will return comments to VTA no later than twenty-one (21) calendar days after the date of receipt of the submittals. The designated City staff will coordinate any conflicting issues within CITY.

### **Task 3 – CAR Review and Coordination**

For this task, the designated CITY staff will coordinate CARs submitted by VTA. VTA will set up meetings with the CITY for CAR submittals so the Parties can discuss details, schedules and timeframes.

Notwithstanding the provisions set forth in **Section 6.H** of the Master Agreement, upon CITY's receipt of the submittals, the Management Team will: (1) distribute the submittals to the different CITY reviewers for review; (2) meet with the CITY reviewers as needed; and (3) prepare a set of review comments. The designated CITY staff will coordinate any conflicting issues within CITY.

### **Task 4 – Pre-RFP Contract Documents Review and Coordination**

For this task, the designated CITY staff will coordinate plans submitted by VTA for improvements within the CITY's right-of-way and improvements that impact the CITY's right-of-way. VTA will set up meetings with the CITY for improvement plan submittals that will occur prior to advertisement for the PROJECT design-build contracts so the Parties can discuss details, schedules and timeframes.

Notwithstanding the provisions set forth in **Section 7.C** of the Master Agreement and as further defined in **Section 3.B** of this Agreement, upon receipt of the submittals, Management Team will distribute the deliverables to the different CITY reviewers, review the submittals, meet with the CITY reviewers as needed, and prepare a set of review comments. The designated CITY staff will coordinate any conflicting issues within CITY.

## **II. CITY RESPONSIBILITIES**

In performing the above services, CITY shall:

- A. Provide a two-person team composed of one Senior Manager and one Project Engineer from CITY staff ("**Management Team**") to be the main point of contact for coordination and communication of CITY input into the development of the PROJECT.
- B. Provide a technical team as needed, composed of CITY staff ("**Technical Team**") or consultants with a designated team leader to support internal CITY review of PROJECT

deliverables by affected CITY departments. CITY will convene the Technical Team, ad hoc, for the duration of this Agreement for the purposes of resolving specific but unforeseen issues associated with the scope described in this Exhibit B. VTA will agree to reimburse hourly staff or consultant costs of persons participating on the Technical Team, as specified in Exhibit C.

- C. Convene regular, but not less than quarterly, meetings of an Executive Committee composed of CITY staff from the CITY Manager's Office and key Department Directors or Deputies to provide timely and consolidated input to VTA on PROJECT issues that affect CITY interests.

### **III. VTA RESPONSIBILITIES**

VTA shall hold periodic meetings for assessing the progress of PROJECT issues that affect CITY interests as they arise, and provide pertinent PROJECT information to CITY in a timely fashion for review and comment. VTA shall be responsible for all advance notifications to the public for work associated with the PROJECT. The notification distribution area shall be reviewed and approved by CITY. PROJECT information and Construction notifications may be provided in multiple formats including, electronic mail, PROJECT website, social media, and on-street portable changeable message boards. All signage not related to traffic controls or noise control shall be approved by both CITY and VTA. VTA will design, procure, and install all wayfinding signage relating to the PROJECT based on the approved design. VTA shall maintain all signage, including signage related to traffic and noise control, detours, and business promotion, in a neat, clean, presentable manner and free of dirt, graffiti, dents, or tears. If CITY identifies signage in which its appearance does not meet such criteria, VTA shall, to the extent reasonably practicable, replace any signage within twelve (12) hours after notification from CITY.

## EXHIBIT C

### SCHEDULE OF HOURLY RATES

- A. CITY's fully-burdened hourly billing rates for the period of July 1, 2020 through June 30, 2022 that will be used in calculating time and materials work are specified below. These hourly rates will be updated and provided to VTA at the beginning of FY 2021-2022 and FY 2022-2023, and any subsequent fiscal years that may be included under the term of this Agreement:

#### Task 1 – Project Management and Coordination

<u>Job Category</u>	<u>Hourly Billing Rate (\$/hour)</u>	
	FY2020-2021	FY2021-2022
Associate Engineer	\$176.56	\$183.62
Senior Engineer	\$207.32	\$215.61
Principal Engineer	\$213.90	\$222.46
Analyst I/II	\$103.00	\$114.56
Senior Transportation Specialist	\$181.18	\$188.43
Engineer I/II	\$153.79	\$159.94
Principal Planner	\$132.75	\$129.55
Deputy Fire Chief	\$272.77	\$297.74
Police Captain	\$97.93	\$97.93

#### Task 2 – COMP Review and Coordination

<u>Job Category</u>	<u>Hourly Billing Rate (\$/hour)</u>	
	FY2020-2021	FY2021-2022
Associate Engineer	\$176.56	\$183.62
Senior Engineer	\$207.32	\$215.61
Public Information Rep I/II	\$105.63	\$105.24
Public Information Manager	\$172.17	\$171.53
Senior Transportation Specialist	\$181.18	\$188.43
Associate Transportation Specialist	\$135.46	\$134.96
Parking Manager	\$172.68	\$172.04
Principal Engineer	\$213.90	\$222.46

Engineer I/II	\$153.79	\$159.94
Principal Planner	\$132.75	\$129.55
Deputy Fire Chief	\$272.77	\$297.74
Police Captain	\$97.93	\$97.93
Parks Manager	\$97.17	\$128.79

### **Task 3 – CAR Review and Coordination**

<b><u>Job Category</u></b>	<b><u>Hourly Billing Rate (\$/hour)</u></b>	
	<b>FY2020-2021</b>	<b>FY2021-2022</b>
Associate Engineer	\$176.56	\$183.62
Senior Engineer	\$207.32	\$215.61
Principal Engineer	\$213.90	\$222.46
Senior Transportation Specialist	\$181.18	\$188.43
Engineer I/II	\$153.79	\$159.94
Principal Planner	\$132.75	\$129.55
Planner III	\$121.38	\$123.69
Deputy Fire Chief	\$272.77	\$297.74
Police Captain	\$97.93	\$97.93

### **Task 4 – Pre-RFP Contract Documents Review and Coordination**

<b><u>Job Category</u></b>	<b><u>Hourly Billing Rate (\$/hour)</u></b>	
	<b>FY2020-2021</b>	<b>FY2021-2022</b>
Associate Engineer	\$176.56	\$183.62
Senior Engineer	\$207.32	\$215.61
Senior Transportation Specialist	\$181.18	\$188.43
Associate Transportation Specialist	\$135.46	\$134.96
Parking Manager	\$172.68	\$172.04
Principal Engineer	\$213.90	\$222.46
Engineer I/II	\$153.79	\$159.94
Principal Planner	\$132.75	\$129.55
Planner III	\$121.38	\$123.69
Deputy Fire Chief	\$272.77	\$297.74
Police Captain	\$97.93	\$97.93

Parks Manager	\$97.17	\$128.79
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- B. Based on the CITY's estimate for part-time salary and benefits for thirty-two (32) positions over two (2) fiscal years, and the Technical Team hourly participation, total reimbursable expenses to be paid by VTA to CITY under this Agreement is estimated to be Nine Hundred Ninety Thousand Dollars (\$990,000.00), but in no event will exceed Two Million Dollars (\$2,000,000.00), subject to the provisions set forth in **Section 5.A** of this Agreement.



**EXHIBIT D**

**CITY OF SAN JOSE ENCROACHMENT PERMIT**

## Applicability

Anyone constructing public improvements in the public right-of-way is required to prepare a detailed plan showing the existing improvements and any proposed improvements to be constructed.

If the only improvements to be constructed include sanitary/storm sewer laterals, or one driveway for a single-family detached residence, or private utilities, then this information does not apply. Other permits are issued to permit this type of work.

Approval of public improvement plans requires that the applicant has secured approval of all necessary Planning Department permits.

Improvement plans prepared for the construction of public improvements, in support of private development, shall be completed at no cost to the City. All City services required for their review, approval and inspection shall be paid for by cost recovery fees collected from the applicant.

- The plans must be adequate to bid and build the improvements at the correct location and elevation
- The plans must be suitable for use by people who are not technically oriented.
- The plans must be legible, not cluttered with minor or extraneous notes/items.
- The plans must be complete, signed, sealed and ready for construction. Plans cannot be reviewed at the 30%, 65%, or 90% stages. Incomplete plans will be returned for completion, prior to any review taking place.

## Permit Type Summary

Depending on the type and extent of Public Improvements proposed, and if the improvements are being constructed in support of a subdivision of land, the plans will fall into one of the following 3 categories.

**Minor Improvement Plan** – A minor improvement project is defined as minor construction, valued less than or equal to \$100,000, that does not significantly change the line and grade of streets, does not change the line and grade of sewers and involves the installation and/or modification of the following facilities:

- Installation of Storm and Sanitary Sewer Laterals
- Driveway Construction
- Closure of Driveways
- Installation of Handicap Ramps
- Replacement of Curb and Gutter
- Installation of Sidewalk
- Relocation of Storm Inlets due to new driveway construction
- Installation of Sewer Manholes
- Installation Electroliers
- Installation of Street Trees

**Major Improvement Plan** – A major improvement project is defined as all construction above and beyond the limitations of a minor improvement permit. A major improvement plan must be designed and prepared by a registered Civil Engineer.

**Tract Improvement Plan** – A Tract improvement plan is used to construct public improvements in support of Tract subdivisions. Tract subdivisions are subdivisions of land, which create 5 or more lots/units. If the project creates 2 – 4 lots/units, a minor or major improvement plan shall be used for the

construction of the public improvements. A Tract improvement plan must be designed and prepared by a registered Civil Engineer.

The table below is provided as a guide to the different types of improvement plans:

Requirements	Minor Improvement Plan	Major Improvement Plan	Tract Improvement Plan
Must be prepared by Registered Civil Engineer		✓	✓
No restrictions on who can prepare plan	✓		
Originals can be submitted on bond or vellum	✓	✓	✓
Originals can be submitted as PDF (SjePlans)	✓	✓	✓
Approval requires execution of a Construction Agreement including Bonds		✓	✓
Approval requires posting of a Certificate of Deposit to ensure completion of improvements	✓	✓	
Approval requires proof of Insurance on file with the City's Risk Manager	✓	✓	✓
Plan and Contract Approved By PW Director		✓	✓
Plan and Permit Approved By Project Engineer	✓		

## Submittal Instructions

### *Initial Submittal*

#### **Schedule an Appointment with Staff**

**An appointment is required to submit an Improvement Plan application.** Generally, most projects proposing public improvements have been through the Planning Permit process, at which time a Public Works Project Engineer was assigned to the Project. The Public Works Project Engineer will be your single point of contact for all Public Works permits related to this project. If you already know the name of the PW Project Engineer, please contact him/her directly to schedule an appointment for plan submittal. If you are unsure of the PW Project Engineer assigned to your project, please contact staff at (408) 535-7802 with your Planning Permit number, and we will look up the name of the Project Engineer assigned to your project.

However, if your project did not require a Planning Permit, a Project Engineer will need to be assigned to your project. Please email a copy of your completed **APPLICATION FOR PUBLIC STREET IMPROVEMENT PERMIT/CONTRACT** form, and a map showing the project's location directly to the Public Works Counter on the 1st Floor of City Hall or by emailing [pwgeneralinfo@sanjoseca.gov](mailto:pwgeneralinfo@sanjoseca.gov). A Project Engineer will be assigned to your project and will then call you to schedule an appointment for submittal.

When submitting Improvement Plans, include the following:

- 1) **Plans Prepared In Accordance With Attachment A** – Plans should follow requirements set forth in Attachment A of this document. Plan coversheet should include "Standard Improvement Plan Notes" as listed in Attachment B of this document. See Project Engineer for number of plans to submit.

- 2) **Transmittal** – On the transmittal letter, indicate why the plan is being submitted ... such as, is it a voluntary public improvement or is it to satisfy planning permit conditions.
- 3) **Permit Application** – include a completed “APPLICATION FOR PUBLIC STREET IMPROVEMENT PERMIT/CONTRACT” application with your submittal. Provide the name, address, and phone number of the permittee and the contractor who will be doing the proposed construction work. Be sure to include the State Contractor’s and City Business License Numbers.
- 4) **Engineer’s Estimate** – using the City’s Excel spreadsheet template (see website), prepare an engineer’s estimate showing unit prices, quantity and extensions for all construction items.
- 5) **Plan Review Fee** – include a plan review fee of either \$1,000 or 50% of the calculated Engineering and Inspection (E&I) fee, whichever is greater. The E&I fee is calculated by applying the cost of construction from the engineer’s estimate to the current fee schedule.
- 6) **Additional Plans** – If the project includes any of the following, additional plans must be prepared and submitted. See Project Engineer for number of plans to submit.
  - *Subdivision maps (Parcel or Tract)* – if the improvement plan is in support of a subdivision of land, a map must be prepared and submitted by a Licensed Land Surveyor or Registered Civil Engineer qualified to prepare maps.
  - *Landscaping in the public right-of-way* – plan prepared by a licensed Landscape Architect
  - *Street Light construction or modification* – the applicant can either hire a private consultant to prepare a streetlight design or pay the City a fee to design the streetlighting system.
  - *Traffic Signal construction or modification* – the applicant can either hire a private consultant to prepare the Traffic Signal plans or pay the City a fee to prepare the plans.
  - *Private Streets* – if the project proposes construction of a residential Common Interest Development with a Homeowner’s Association, the private streets will require a “Private Street” permit. See the “Private Street” handout for more information.

Upon receipt, City staff will review the plans for completeness.

- If the initial submittal is complete, staff will review the plans and return comments to the applicant or the applicant’s representative. Any corrections or clarifications that are required shall be made. The plans and City checkprints will be resubmitted to the City for further review. Once the plans are ready for approval, the applicant is ready to make the final submittal.
- If the initial submittal is incomplete (incomplete design, missing plans, etc) staff will return the plans to the applicant for completion prior to any review taking place. This can potentially delay the issuance of a Public Works Clearance, which is required to get a building permit.

#### *Final Submittal*

Upon final submittal, the applicant shall satisfy all of the following conditions prior to project approval:

- 1) **Original Improvement Plans** – submit the original plans together with all City checkprints. The plans shall be signed and wet stamped by a Registered Civil Engineer (Majors and Tracts).
- 2) **Additional Plans / Map** – Any other plans (Landscaping, Private Streets, Traffic Signal, etc.) and/or a Parcel/Tract Map necessary for this project must also be complete and ready for approval. Maps

require supporting documentation including, but not limited to: Current Title Report; Subdivision Guarantee; and County Tax Letter.

- 3) **Construction Agreement or Permit** – Execute and notarize the Construction Agreement and bonds, or permit prepared by Public Works staff. Please include the corporate resolution of signature authority if the person signing the agreement is signing on behalf of a partnership, corporation, etc.
- 4) **Surety** – All projects require some form of surety as required by the Municipal Code. Minor permits require a Certificate of Deposit (CD) for the total value of the proposed improvements. City-Private Developer Agreements (Major permits) require bonds for 225% of the total value of the proposed improvements for performance of the work, payment to the contractors and a one-year warranty period this also includes a CD as a clean-up / completion deposit. Tract Agreements require bonds for 225% of the total value of the proposed improvements for performance of the work, payment to the contractors and a one-year warranty period.
- 5) **Certificate of Insurance** – Submit a certificate of insurance to the office of the Risk Manager which meets City requirements. This insurance must be maintained for the duration of the project. See form titled “Insurance Requirements”.
- 6) **Fees** – All fees, as shown in the permit or Construction Agreement, are to be paid prior to approval.

#### **Other Requirements**

##### **Contract/Permit Extension**

The term of a valid Contract/Permit can be extended at the discretion of the PW Development Services Project Engineer. The required fee is listed in the “Development Permit Fees” fee schedule.

## **APPROVED PLAN REVISIONS AND FINAL ACCEPTANCE**

### *Revisions to an Approved Plan*

An improvement plan becomes a public record when approved by the City. Prior to approval it is the property of the engineer/architect/etc. Once a plan becomes public record, any changes require City approval and are to be done on the original drawing.

Revisions to plans may be required for various reasons. The design change should be based on recommendations made by the developer's engineer and must be approved by the City prior to revising the original plans. All changes to the original plans must be made by the applicant's engineer and initialed by the City for approval.

The developer's engineer (on behalf of the applicant) will either discuss the change with the Public Works Project Engineer and/or submit a checkprint showing the proposed change. If the proposed change is acceptable, the original drawing will be released from Public Works, Development Services (City Hall, 3<sup>rd</sup> Floor) to the engineer.

When making changes to the original, cross out or shade the old so that it is still legible and add the new, together with a revision number inside a diamond symbol. Return the changed plan to the Project Engineer in Public Works. Once the Project Engineer has approved the changes, the revised sheet(s) can be duplicated. The engineer should provide the City with copies of the revised sheet(s) and return the original plan, once he has made copies for his client's use.

Please Note: A plan revision fee will be due with each revision to the approved plan. The fee will be due prior to the approval of the revision. Submit plan revision fee according to the current "Public Works Permit Fees" fee schedule.

### *Final Acceptance*

When the project inspector and the developer agree that all improvements have been completed and the original plans have been revised to reflect any field changes, the developer is required to request a final inspection. If any deficiencies are identified during the final inspection, a "punch list" is prepared. This list delineates any possible remaining work to be completed. Once the punch list is complete, the City files a final Notice of Completion and Acceptance.

Once the Notice of Completion and Acceptance is signed and recorded at the County's Recorders Office, the City will authorize release of the surety used for the project (bonds, CD, or cashier's check). If a Defective Materials and Workmanship bond was required, it will be held for one year to guarantee repair of any defective work within the public right-of-way.

## **REQUIREMENTS FOR PREPARATION OF IMPROVEMENT PLANS**

Improvement plans are to be prepared in conformance with City Standard details. Public Works has prepared a standard improvement plan sheet for private development projects. This plan sheet can be obtained in CAD format from Development Services website at

<https://www.sanjoseca.gov/devresources>

### ***Plans should....***

- 1) Be prepared on 24" x 36" bond or PDF (SJePlans submittal).
- 2) Include a location map and align the north arrow on both the plan and location map to North and include the text word "North" or "N" on the north arrow.
- 3) Show all legend items as represented on the standard plan sheet for private development projects, as mentioned above.
- 4) Include within the title block the scale, engineer's name, address, phone number and registration expiration date.
- 5) Not show any on-site items on the plan unless it is a public facility maintained by the City. In rare cases, it may be necessary to show portions of the on-site sanitary or storm drainage system which can be indicated by faint dashes or other means to clearly distinguish on-site private improvements from the public improvements.
- 6) Include a surface improvement sheet, preferably on one sheet where practical
  - Dimensions for street and right-of-way widths
  - Lot numbers
  - Street names
  - North arrow
  - Reference to existing tract(s) along boundary of tracts
  - Scale: 1"=100' min. (1"=60' preferred); depends on size of project
  - Existing utility poles and other utility structures
  - Existing contours and spot elevations (lightly screened for hillside projects and perimeter contours for flat projects)
  - Electroliers (Street Lights)
  - Limit of pavement conforms, existing edge of pavement
  - Concrete work (curb, gutter, sidewalk, handicap ramps, driveways, etc)
  - Curb grades at curb returns and all changes of grade
  - Drainage Inlets
  - Direction of flow in gutter with longitudinal grade
  - Fire Hydrants
  - Monuments
  - Public Easements which contain surface improvements
- 7) Show existing conditions affecting the project site such as:
  - Adjacent public improvements
  - Electroliers/Street lights within 200 feet of project
  - Street trees

## **REQUIREMENTS FOR PREPARATION OF IMPROVEMENT PLANS**

- Dimensions from property line to curb and from curb to centerline
  - All items listed under previous section (Section 6 – Surface Improvement Sheet)
- 8) Show Plan/Profile sheets for any sewer extensions. On simple projects, it may be added to the first sheet. Otherwise, prepare plan/profile sheets similar in layout to sheet 1 at a scale of 1" = 40' horizontal and 1" = 2 feet or 4 feet vertical. Draw the profile directly below the plan view. The plan and profile views should contain the following information:

Plan View	Profile View
<ul style="list-style-type: none"> <li>• Property line</li> <li>• Face of curb, sidewalk, driveways</li> <li>• Centerline of street</li> <li>• Dimensions for curb to centerline and curb to property line</li> <li>• Centerline of sewer(s)</li> <li>• Horizontal curve data at face of curb and property line</li> <li>• Street light location and circuitry</li> <li>• Manholes</li> <li>• Laterals</li> <li>• Inlets</li> <li>• Existing utilities</li> <li>• Street trees</li> <li>• Monuments</li> <li>• TC grades to nearest 0.01' at all BC's, EC's, grade breaks, high points, low points, BVC's and EVC's</li> </ul>	<ul style="list-style-type: none"> <li>• Proposed surface at top of curb or centerline</li> <li>• Vertical curve data</li> <li>• Existing surface (only if there is a significant change, 2 feet of cut or any fill, or if it is critical to the design)</li> <li>• Manholes, including inverts and any special circumstances such as "drops"</li> <li>• Flowline for storm and sanitary pipes</li> <li>• Entire pipe for waterlines in San Jose Municipal Water service area</li> <li>• Grades and slopes of surface improvements and pipes</li> <li>• Critical or conflict areas</li> </ul>

- 9) Large-scale developments shall include a plan sheet showing the hydraulic calculations and drainage areas used for storm sewer main design.
- 10) Include all "Standard Notes" listed in Attachment B of this document.



## **STANDARD IMPROVEMENT PLAN NOTES**

NOTE: This drawing is approved subject to

1. Approval of these plans does not release the owner of the responsibility for the correction of mistakes, errors, or omissions contained therein. If during the course of construction of the improvements, public interest requires a modification of or a departure from the city specifications or these improvement plans, the City Engineer shall have the authority to require such modification or departure and to specify the manner in which the same is to be made.
2. All work shall be done in accordance with the 1992 Standard Specifications for Public Works construction and the 1992 Standard Details and subsequent addenda for Public Works construction as adopted by the City Council. A digital copy of the Specifications and Details is available at: <https://www.sanjoseca.gov/specs-details>
3. Contractor shall notify the Project Inspector at least 48 hours prior to starting work.
4. All Contractors will be responsible for the verification of locations of all existing utilities in the field. All Contractors shall call U.S.A. (CA. 1-800-227-2600) 48 hours before digging and obtain an identification number (Section 4210.1 of the government code).
5. Compact subgrade for sidewalk and similar structures to 90% minimum relative density in lieu of the 95% required in section 21-1.05 of the Standard Specifications. Compact subgrade for curb, gutter and driveways to 95%. Relative compaction and moisture content of all native materials shall be determined in accordance with CAL Tests 216 and 231.
6. All asphalt concrete mix shall conform to Section 39 of 2010 Caltrans Standard Specifications and these special provisions. The asphalt concrete shall be  $\frac{3}{4}$ " Hot Mix Asphalt (Type A) for arterial and collector streets and  $\frac{1}{2}$ " Hot Mix Asphalt (Type A) for residential streets and conforms, unless otherwise authorized by the City Engineer. The HMA shall be "Standard" construction process, unless otherwise determined by the City Engineer. The contractor shall take one (1) 4-inch or 6-inch diameter density core for every 250 tons of HMA from random locations the City Engineer designates. Contractor shall take density cores in the City's presence and backfill and compact holes with authorized material. The City will test the core from each 250 tons of HMA. The City will determine the percent of theoretical maximum density for each density core by determining the field core density and dividing by the laboratory theoretical maximum density. Density cores must be taken from the final layer, cored through the entire pavement thickness shown. Field core density shall be between 91-97 percent of maximum theoretical density. Any field core density above 97 and below 91 percent shall be removed and replaced by the contractor at no cost to the City. The reduce payment factors table shown in Section 39-2.03 does not apply.
7. Asphalt Coating:
  - A. Apply Tack Coat (aka paint binder) to surfaces designated in, and in accordance with, section 39-4.02 of the 1988 Caltrans Standard Specifications. The asphaltic emulsion used shall be SS-1H.

## **STANDARD IMPROVEMENT PLAN NOTES**

- B. Prime coat all aggregate base surfaces prior to placing A.C. paving unless the total thickness of A.C. paving is 0.5 foot or greater. Prime coat all aggregate base surfaces that will be subjected to traffic prior to paving.
  - C. Construct prime coat in accordance with section 39-4.02 of the 1992 Caltrans Standard Specification, with the exception that SS-1H asphaltic emulsion shall be used in lieu of liquid asphalt. Prime Coat not required for full depth AC alternate.
8. All irrigation lines or other privately-owned underground lines that require relocation as determined by the City Engineer shall be at the sole expense of the developer.
9. Temporary street signs to be installed at all intersections before units are occupied.
10. As a water conservation measure, use of fire hydrant water or any other source of potable water for construction purposes is prohibited. Recycled water is available at multiple locations across the City. Certification is required by South Bay Water Recycling prior to receiving a recycled water meter. For more information, please call Lyle Frohman at (408) 794-6805.
11. Hazardous Materials:  
Upon discovery of hazardous material, the contractor shall promptly notify the City in writing of any:
- A. Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - B. Subsurface or latent physical conditions at the site differing from those indicated.
  - C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. The developer's agent shall promptly investigate the suspected condition and, as necessary, initiate further analysis of the problem. If remediation is required, a remediation plan will be submitted to the Director of Public Works for review by Environmental Management and, upon approval by the Director, be implemented at developer's sole expense.
12. In the event that Human Remains and/or Cultural Materials are found, all project-related construction should cease within a 100-foot radius. The contractor shall, pursuant to section 7050.5 of the Health and Safety code, and section 5097.94 of the Public Resources Code of the State of California, notify the Santa Clara County Coroner immediately.
13. Contractor shall provide video inspection of all storm and sanitary sewer mains. Video inspection of all mains shall be performed after all testing has been completed.
14. Contractor shall remove all U.S.A markings as soon as they are no longer needed. Only chalk paint shall be used in the Redevelopment Area (bounded by Julian Street and

## **STANDARD IMPROVEMENT PLAN NOTES**

Highway 280, and between Highway 87 and Fourth Street). Removal of paint shall be by high water pressure method only.

### 15. Storm Drain Inlets:

- A. Stenciling Location: Contractor shall stencil all storm drain inlets and catch basins with the "NO DUMPING - FLOWS TO NEIGHBORHOOD CREEK" stencil. The "No Dumping" message should be applied to both the top of the curb and the face of the curb next to the storm drain inlet, preferably on the left side. If this is not feasible, place the message in the street in front of the inlet.
- B. Previously Marked Inlets: Inlets that have already been labeled with permanent plastic "No Dumping" markers do not need stenciling. If the inlet has been previously stenciled, paint over the old paint and apply a fresh stencil.
- C. Colors and Materials: Use white traffic striping paint for the background and blue traffic striping paint for the lettering. Traffic striping paint can be purchased at commercial paint retailers or through specialty traffic control or construction suppliers. **The use of ordinary paint for storm drain marking is not allowed.** The stencils may be obtained, at no charge, through the Environmental Service Department. Contact Amber Schat or Patrick Hansen at 408-945-3000.

### 16. Installation or removal of Street Trees requires a permit from the Department of Transportation. The City Arborist will specify species. Contact the City Arborist by email at [developmentproject@sanjoseca.gov](mailto:developmentproject@sanjoseca.gov) with your project information to obtain a Tree Permit.

### 17. Sanitary and Storm Pipes:

- A. All VCP pipe applications 10" in diameter and greater shall require resilient compression joints (bell & spigot) as per section 1302-4.2.2. of the City Standard Specifications. Compression couplings (band seals) are allowed for VCP pipe applications of up to 8" in diameter as approved by the Director of Public Works.
- B. All Storm Drain laterals to be 12" RCP unless noted otherwise.
- C. All Sanitary sewer laterals to be 4" VCP unless noted otherwise.
- D. All Sanitary sewer laterals to have a cleanout installed on-site within 5 feet of property line.
- E. Bolt-down manhole covers shall be used when manholes are not in the street (i.e. when located in landscaped areas, sidewalks, on-site easements, etc.).

### 18. If Contractor damages existing asphalt section during the removal of existing curb and gutter or at the discretion of the Project Inspector, the asphalt concrete shall be repaired by sawcutting 12" minimum from the lip of gutter and installing a 12" minimum 'Deep-Lift' AC section.

### 19. City Survey Monuments shall be preserved. In the event that a City Monument is lost to construction activities, the Contractor shall, at the Contractor's sole expense, be responsible for its re-establishment and the filing of a Corner Record with the County's Surveyor's Office. A Record of Survey shall be filed for all new City Monuments set in conjunction with this improvement plan, unless a Final or Parcel Map requiring said monuments is recorded as part of this project.

## **STANDARD IMPROVEMENT PLAN NOTES**

- 20. Pavement Marking and Striping layout and Traffic Signal Loop layout services shall be provided by the Developer's Engineer, Surveyor, or other qualified personnel.
- 21. Bench Mark
- 22. Plan References (i.e. Planning permit number, Record Drawings, etc.)

### **ELECTRICAL NOTES – STREET LIGHTING**

- 1. Material Submittals:  
A list of the materials proposed by the Contractor to be used on this project for street lighting including, but not limited to luminaires, poles, conduit, conductors, pull boxes, and service equipment shall be submitted to the City's Project Inspector for review prior to the start of work. This list shall include the manufacturer's specifications for all applicable products.
- 2. Services:
  - A. Underground streetlight services shall be type IB - 240V (except use #5 pull box) service next to each PG&E secondary box used for streetlight service, unless specified otherwise.
  - B. Permittee shall be responsible to apply for new service with PG&E or other power utility.
  - C. All electric service points shown on these plans are tentative and shown for reference only. The actual service point(s) must be confirmed with PG&E (or other power utility) prior to construction of electrical work. All additional costs incurred for work modifications required due to final service point locations/adjustments shall be born by the permittee. If the final service point location(s) differ from the tentative location(s) shown on the plans, the permittee shall revise the plans and notify the Public Works Inspector of any changes and shall obtain city approval of changes prior to installation of electrical work.
- 3. Salvage or Equipment:  
Street lighting equipment to be salvaged shall be delivered to the City of San Jose Electrical Maintenance Shop at 1404 Mabury Road. Contact the Department of Transportation at (408) 794-1969, 48 hours in advance to arrange for acceptance of salvaged equipment.
- 4. Overhead Utility Conflicts:  
Permittee is responsible for providing clearance for electroliers and traffic signal standards from overhead utility lines. Clearance must be a minimum of 10 feet from high voltage lines, 3 feet from secondary lines and 1 foot from communication lines. No electrolier or traffic signal standard shall be installed until proper clearance is obtained. All expenses associated with providing these clearances shall be borne by the developer.
- 5. All electrolier locations shall be staked in the field by the permittee.
- 6. All new conduit shall be rigid non-metallic PVC schedule 40 unless noted otherwise.
- 7. All new electroliers shall be type 10B pole on a type 2 foundation with C-8 mast arm and luminaire as indicated unless noted otherwise.

## **STANDARD IMPROVEMENT PLAN NOTES**

8. All ground rods or grounding electrode shall be installed in the pull box adjacent to the street light.
9. A continuous #10 AWG green grounding conductor shall be installed for each new luminaire on new or re-wired electroliers. The grounding conductor shall be terminated in the luminaire housing and connected to the grounding wire in the base of the pole.
10. When an existing electrolier being modified in any fashion is found to be deficient in meeting current Electrical Code the permittee shall make all corrections needed to bring it to code.
11. Permittee shall paint and renumber existing painted electroliers as indicated in the plans or as directed by Project Inspector.
12. New pull boxes shall be CSJ standard #5 pull box unless noted otherwise. New pull boxes shall be polymer concrete and shall have lids with a non-slip polymer top surface. Pull box lid replacements for existing #3 ½ concrete pull boxes shall have a non-slip polymer top surface or a polyurea lining material. All new pull boxes and replacement lids shall be theft deterrent and shall conform to ANSI/SCTE 77 Tier 22 and lids shall be secured by a minimum of two ½ - 13 threaded by 1 ½" long security bolts. All metallic conductive parts shall be bonded by a bonding jumper with a ring terminal and a self-locking washer.
13. Provide a styrene/polycarbonate plastic board inside the pull box to protect the conductors inside. It should be very light to not put pressure on the conductors and sized to protect the conductors and allow the pull box to be closed.



Public Works Number:  
 \_\_\_\_\_ - \_\_\_\_\_ / 3- \_\_\_\_\_

Department of Public Works  
 Development Services  
 200 East Santa Clara Street  
 San Jose, California 95113  
 (408) 535-7802

## APPLICATION FOR PUBLIC STREET IMPROVEMENT PERMIT/CONTRACT

<b>Permittee</b>	Phone Number	Fax Number
Street Address	City	State Zip Code
E-mail Address:	City Business License Number (If Permittee is a business)	
<b>Civil Engineer</b>	Phone Number	Fax Number
Street Address	City	State Zip Code
State License Number	City Business License Number	
<b>Main Contact Person</b>	Phone Number	Fax Number
Street Address	City	State Zip Code
E-mail Address:		

### Site Information

Assessor Parcel Number(s)

### Proposed Street Improvement Information

**Does this project have Environmental Clearance?** Yes No (Check one)

**Please list the Planning Permit authorizing/requiring this work:** \_\_\_\_\_

**Are Street or Easement dedications required for these improvements?** Yes / No (Circle one)  
 If 'Yes', the necessary easements are to be dedicated on the project's Parcel or Tract Map (if applicable), otherwise the dedication will occur by Separate Instrument and require a separate processing fee (see current fee schedule).

**Is Public Streetlighting within the scope of this improvement plan?** Yes / No (Circle one)  
 If 'Yes', a separate fee is required based on who is doing the design (see current fee schedule).

**Is Traffic Signal work within the scope of this improvement plan?** Yes / No (Circle one)  
 If 'Yes', a Traffic Signal Plan must be submitted together with a separate Review fee (see current fee schedule).

**Is Public Street Landscaping work within the scope of this improvement plan?** Yes / No (Circle one)  
 If 'Yes', a Public Street Landscape Plan must be submitted together with a separate Review fee (see current fee schedule).

**Is Municipal Water work within the scope of this improvement plan?** Yes / No (Circle one)  
 If 'Yes', the improvement plan shall include the water improvements. If the site is served by the private water companies San Jose Water Co. or Great Oaks Water Co., then the waterline construction will be permitted by a separate process.

**Value of Public Improvements using City Engineer's Estimate:** \$ \_\_\_\_\_  
 Use Excel spreadsheet with City unit prices to determine value of improvements (see website)

**Plan Check Fee Due:** \$ \_\_\_\_\_ (Does not include additional fees as listed above)  
 Apply value of improvements to Engineering & Inspection fee (see current fee schedule) and multiply by 50%.

**MAKE SURE TO INCLUDE COMPLETED "PUBLIC STREET PLAN CHECKLIST" WITH APPLICATION**

**DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.**

## Applicability

This permit is required whenever **temporary use of public right-of-way** is requested for **private construction work**. Typical examples of work include:

- Water monitoring and extraction wells
- Monitoring Well installations and/or removals (requires a Well Permit from the Santa Clara Valley Water District)
- Underground Storage Tank (requires Hazmat Permit from the San Jose Fire Department)
- Soil sampling borings and soil penetration tests
- Potholing for Utilities
- Covered pedestrian walkways
- Installation of privately owned trenches across public rights-of-way
- Crane erection within the public right-of-way (if the crane is too large to be erected on-site)

## Instructions

To apply for a revocable encroachment permit, complete the "Application for Public Works Permit" form by following the instructions below:

- 1) **General Information** – Provide the name, address, and phone number of the permittee and the contractor who will be doing the proposed construction work. Be sure to include the State Contractor's and City Business License Numbers.
- 2) **Project Location / Major Intersection** – Specifically describe the location of work giving the street name(s) and address(es) if possible. In addition, indicate the major cross street(s).
- 3) **Reason For Encroachment** – Please submit a "Letter of Intent" describing your need for the public right-of-way. Indicate your proposed use, what equipment you will be using and the duration of the work. Your proposed schedule would also be helpful.
- 4) **Site Specific Sketch** – The sketch should show the following information:
  - a) Include the type and location of the work to be accomplished within the right-of-way. The work area should be tied out to the centerline of the street and to the nearest intersection.
  - b) Include or show on separate sheet. A vehicular and/or pedestrian diversion plan using appropriate safety equipment, such as barricades, cones, arrow boards, signage, etc. See the handout titled "Traffic Control Plan Requirements".
  - c) The sketches should be drawn on 8 ½ " x 11" paper; the maximum size shall be 11" x 17".
- 5) **Certificate of Insurance** - Submit a certificate of insurance to the office of the Risk Manager which meets City requirements. This insurance must be maintained for the duration of the project. See form titled "Insurance Requirements".
- 6) **Security Deposit** – A security deposit will be held for the duration of the work to guarantee repair and/or replacement of any public improvements damaged during work initiated by this permit. The actual amount will be calculated by staff upon application for the permit. The surety will need to be submitted prior to issuance of the permit.

The security deposit can be either in the form of a **Cashier's Check** from a local bank in favor of the *City of San Jose* with no expiration date imprinted on the check, or in the form of a **Certificate of Deposit**. See the Certificate of Deposit guidelines for instructions.

- 7) **Fees** – Submit fees according to the "Public Works Permit Fees" fee schedule.

## REVOCABLE ENCROACHMENT PERMIT

Department of Public Works, Development Services  
200 East Santa Clara Street, San Jose, CA 95113  
<http://www.sanjoseca.gov/pwdev>  
(408) 535-7802

- 8) **Application Submittal** – Submit a completed application, along with the items listed above directly to the Public Works Counter on the 1st Floor of City Hall or by emailing [pwgeneralinfo@sanjoseca.gov](mailto:pwgeneralinfo@sanjoseca.gov).

### Coordination

Depending where your work takes place within the city, you may be required to coordinate with any of the following listed below. Please take this coordination into account when planning your schedule, as permits from other agencies may require a significant lead time.

- **PW Downtown Coordinator** – The Department of Public Works has a Downtown Coordinator assigned to monitor and coordinate all downtown construction activity. If you are working in the downtown area (the area bounded by Taylor Street, Stockton Avenue, Eleventh Street and Keyes Street) you will be required to contact the Downtown Coordinator, Eilbret Mirzapour, (408-793-5505) at the time of the permit application.
- **DOT Downtown Coordinator** – The Department of Transportation has a Downtown Coordinator assigned to monitor and coordinate all downtown construction activity. If you are working in the downtown core (the area bounded by Julian Street, Stockton Avenue, Seventh Street and Highway 280) and you will be proposing to close travel lanes, parking and/or sidewalks as part of the Encroachment Permit you will be required to contact the Downtown Coordinator, Brian Nelson, (408-975-3278) at least 10 days prior to starting any work in the public right-of-way.
- **No Parking Signs / Parking Meters** – Any work proposing to close a parking lane will require that “No Parking – Tow Away” signs be obtained from the Department of Transportation (408-535-3850). If the parking lane has City parking meters, then additional fees will be due to compensate the City for lost revenue. “No Parking – Tow Away” permits may be obtained at the DOT First Floor Counter Window #3, you will need the Public Works Encroachment Permit number and Project Inspector Information as part of the Application. The Permit Application may be found at: <http://www.sanjoseca.gov/devresources>
- **Flaggers & Police Officers** – Any work at or within 150 feet of a signalized intersection may require traffic control, pursuant to San Jose Municipal Code Section 11.12.050, by Flagger(s) or City of San Jose Police Officer(s). The need for Flagger(s) or Reserve Police Officer(s) will be determined based on site conditions. Flagger(s) shall be sufficiently trained and equipped in accordance with California Code of Regulations, Title 8, Section 1599. In addition, flaggers shall be certified by the American Traffic Safety Services Association (ATSSA) or the National Safety Council (NSC). The Director of Public Works reserves the right to require the use of Police Officers when conditions warrant.
- **VTA Light Rail** – When working adjacent to the VTA Light Rail, you will be required to contact the VTA (408-321-5824) to determine their requirements.
- **VTA Bus Stops** – Should your work impact or require the temporary closure of any existing VTA Bus Stop, you will be required to contact the VTA (408-546-7667) to determine their requirements.
- **CalTrans** – When working on a City street that is also a State Highway (i.e. Alum Rock Avenue, San Carlos Street, etc.), you will be required to contact CalTrans (408-452-7131) to obtain the necessary encroachment permit.



## REVOCABLE ENCROACHMENT PERMIT

Department of Public Works, Development Services  
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- **Santa Clara Valley Water District (SCVWD)** – When working in the City Street and a Monitoring Well needs to be installed and/or removed, you will be required to obtain a SCVWD Well Permit prior to obtaining a City of San Jose Revocable Encroachment Permit. The SCVWD Well Permit applications and instructions may be found at the following website:  
<https://www.valleywater.org/contractors/doing-businesses-with-the-district/wells-and-well-owners/well-permits-and-inspections>
- **San Jose Fire Department** – When removing underground storage tanks a Hazmat Permit is required from the San Jose Fire Department prior to obtaining a City of San Jose Revocable Encroachment permit. The Hazmat Permit may be obtained at the 1<sup>st</sup> Floor of City Hall.



Public Works Number:

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Department of Public Works  
Development Services  
200 East Santa Clara Street  
San Jose, California 95113  
(408) 535-7802

**APPLICATION FOR PUBLIC WORKS ENCROACHMENT PERMIT**

Permittee	Phone Number	Fax Number
Street Address	City	State Zip Code
E-mail Address:	City Business License Number (If Permittee is a business)	
Contractor	Phone Number	Fax Number
Street Address	City	State Zip Code
State Contractor's License Number	City Business License number	

**Project Location / Site Address:** \_\_\_\_\_**Major Intersection:** \_\_\_\_\_

- \* All of the following permits require insurance to be filed with the City's Risk Manager, please see the handout entitled "*Insurance Requirements*" for more information.
- \* All of the following permits require a security deposit to guarantee repair and/or replacement of public improvements damaged during work initiated under a permit issued by Development Services. Staff will calculate the amount of the security deposit necessary during the permit review phase.
- \* All of the following permits require the payment of cost recovery permit fees, please see the handout entitled "*Public Works Permit Fees*" for more information.
- \* All of the following permits require submittal of a plan showing the work proposed.

☐**REVOCABLE ENCROACHMENT PERMIT**

This permit is required whenever temporary use of public right-of-way is requested for private construction work. Typical examples of work include:

Water monitoring and extraction wells, Soil sampling borings and soil penetration tests, Potholing for utilities, Covered pedestrian walkways, Operating a crane, Installation of privately owned trenches

☐**PRIVATE UTILITY PERMIT**

In the past, utility companies performed all of their own trench construction. However, today utility companies sometimes allow private contractors to construct the trench and install the facilities with the utility company inspecting and accepting the work. This permit is for those situations.

Trench Lengths:

Arterial Street(s): \_\_\_\_\_ LF Local Street(s): \_\_\_\_\_ LF New Street(s): \_\_\_\_\_ LF

☐**SEWER LATERAL PERMIT**

Construction of connection to existing Sanitary Sewer or Storm Drain main. Construction of any additional public street improvements requires upgrade to 'Minor Improvement Permit' (see below).

Type of street: Arterial Local (circle one) No. of Traffic Lanes: \_\_\_\_\_

Rev

**DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.**

**EXHIBIT E**

**CONSTRUCTION OUTREACH MANAGEMENT PROGRAM**