



SPECIAL MEETING OF THE MILPITAS CITY COUNCIL

AGENDA

TUESDAY, JANUARY 23, 2024

CITY COUNCIL CHAMBER, 455 E. CALAVERAS BLVD, MILPITAS, CA
5:30 PM

For assistance in the following languages, you may call:

Đối với Việt Nam, gọi 408-586-2400

Para sa Tagalog, tumawag sa 408-586-3051

Para español, llame 408-586-3072

The City Council meeting is held in the City Council Chamber at City Hall, 455 E. Calaveras Blvd., Milpitas and via teleconference/Zoom webinar.

You may watch the Council meeting without providing public comment by accessing it via links here.

Meeting shall be livestreamed - Go to:

Facebook: <https://www.facebook.com/CityofMilpitas/>

YouTube: <https://www.milpitas.gov/youtube>

Web Streaming: <https://www.milpitas.gov/webstreaming>

PUBLIC COMMENT INSTRUCTIONS

Oral public comments may only be provided live during the City Council meeting in person. All comments provided shall be limited to three minutes or less as determined by the Mayor. All members of the public will be limited to one comment per agenda item, and one comment for non-agenda items. Members of the public may submit written comments by email to CityClerk@milpitas.gov.

The meeting will be streamed via Zoom for viewing purposes only. To watch via Zoom, please register at:

https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN_fBeOc0cNQeKdqQcpntCguQ

NOTE: If a member of the public wishes to share any presentation materials for Council consideration, they must be submitted to the Clerk's Office by email to CityClerk@milpitas.gov by 12:00 p.m. on the day of the meeting. No presentations will be accepted in person in the Council Chambers.

MILPITAS CITY COUNCIL CODE OF CONDUCT

- Be respectful and courteous (words, tone, and body language).
- Model civility.
- Avoid surprises.
- Praise publicly and criticize privately.
- Focus on the issue, not the person.
- Refrain from using electronic devices while on the Council dais.
- Disclose conflicts of interest and affiliations related to agenda items.
- Separate governing from campaigning.
- The Council speaks with one voice after making policy on issues.
- Respect the line between policy and administration.
- Council will hold one another accountable to comply with this Code of Conduct.

CALL MEETING TO ORDER by Mayor and ROLL CALL by City Clerk (5:30 PM)

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency designated representative: Rick Bolanos, LCW

Bargaining unit: LIUNA, UPEC (Pro-Tech, MEA, MidCon), IAFF, MPOA

CLOSED SESSION ANNOUNCEMENT:

Report on action taken in Closed Session, if required per Government Code Section 54957.1, including the vote or abstention of each member present.

PLEDGE OF ALLEGIANCE

INVOCATION (Councilmember Lien)

PRESENTATIONS

- Martin Luther King, Jr. Day (Proclamation)
- Curtner Elementary 2nd Annual Martin Luther King Day of Service
- Milpitas Incorporation 70th Anniversary

PUBLIC FORUM (6:30 PM)

Members of the public are invited to speak on any item that does not appear on today's agenda. Comments will be limited to three minutes or less at the Mayor's discretion. When called to speak, you are encouraged to state your name for the record. As an item not listed on the agenda, no action can be taken, however the City Council may instruct the City Manager to place the item on a future meeting agenda.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

READING OF THE CITY COUNCIL CODE OF CONDUCT ()

APPROVAL OF AGENDA

CONSENT CALENDAR (6:35 PM)

Consent calendar items are considered to be routine and will be considered for adoption by one motion. There will be no separate discussion of these items unless a City Councilmember, member of the audience or staff requests the Council to remove an item from (or be added to) the consent calendar. Any person desiring to speak on any item on the consent calendar should ask to have that item removed from the consent calendar.

C1. Receive City Council Calendar of Meetings for January and February 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Receive City Council Calendar of Meetings for January and February 2024.

C2. Approve City Council City Council Meeting Minutes of December 12, 2023 and January 9, 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Approve City Council Meeting minutes of December 12, 2023 and January 9, 2024.

C3. Receive the Preview List of Anticipated Items for the Next Regular City Council Meeting (Staff

Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Receive the list of anticipated agenda items for the next regular City Council meeting.

C4. Receive and Review the List of Agenda Items Requested by City Councilmembers (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Review the list of items that have been requested by City Councilmembers and provide direction to staff as necessary. No substantive discussion about any specific item shall occur and the City Council shall hold all debate about the item until it is scheduled as a full agenda item.

C5. Consider Recommendations from Mayor Montano for Appointments to City Commissions, and Accept Commissioner Resignation (Contact: Mayor Montano, 408-586-3024)

Recommendation: Receive Mayor Montano's recommendations and confirm appointments to City Commissions; Accept the resignation of Melba Holliday from the Senior Advisory Commission; and direct the City Clerk to post the notice of unscheduled vacancy.

C6. Approve Travel for City Manager Ned Thomas to Attend the City Managers Conference in Los Angeles, CA (Staff Contact: Ned Thomas, City Manager, 408-586-3053)

Recommendation: Authorize and approve travel to Los Angeles, CA, for City Manager Ned Thomas to Attend the League of California Cities' Annual 2024 City Managers Conference scheduled for February 7 – 9, 2024, for a total not-to-exceed amount of \$3,000.00 budgeted under Conferences/Trainings allocation for the City Manager's Office.

C7. Approve and Authorize the City Manager to Execute Master Professional Service Agreements with Environmental Consultants for On-Call Environmental Services (Staff Contact: Jay Lee, Planning Director, 408-586-3077; and Michael Fossati, Senior Planner, 408-586-3274)

Recommendation: Approve and authorize the City Manager to execute Master Professional Service Agreements with LSA Associates, Inc; Michael Baker International; Impact Sciences, Inc; First Carbon Solutions; Moore, Iacofano and Goltsman (MIG), Inc; and Ascent Environmental, Inc for up to \$1,000,000 each for on-call environmental services.

C8. Adopt a Resolution Authorizing the City Manager to Execute a Fund Transfer Agreement with the California Department of Transportation (Caltrans) to Fund Project No. 4299 Bicycle Lane Improvement Project (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012, Roberto Alonzo, PW Division Manager - Engineering, 408-586-3316)

Recommendation: Adopt a resolution authorizing the City Manager to execute a Fund Transfer Agreement with the California Department of Transportation (Caltrans) to receive Caltrans 2022 Priority Legislative Budget Project (PLPB) Appropriation to fund Project No. 4299 Bicycle Lane Improvement Project.

C9. Authorize the Surplus of City Vehicles and Authorize the City Manager to Execute a General Services Agreement with JJ Kane Auctioneers for the Surplus of City Assets (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Lauren Lai, Finance Director, 408-586-3111)

Recommendation: Authorize the surplus of City Vehicles and authorize the City Manager to execute a General Services Agreement with JJ Kane Auctioneers for the surplus of City assets in an amount not to exceed 5% of an assets auction price.

- C10. Adopt a Resolution to Adopt the Citywide Travel Safety Plan, Project No. 4293, Citywide Traffic Safety Assessment (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012; and Roberto Alonzo, PW Division Manager - Engineering, 408-586-3316)**

Recommendation: Adopt a resolution to adopt the Citywide Travel Safety Plan, Project No. 4293, Citywide Traffic Safety Assessment.

- C11. Adopt a Resolution Granting Acceptance of Public Improvements and Approve a Reduction of the Faithful Performance Bond for the District 1 Lot 2 (Graham) Project Located at 1415 McCandless Drive and Grant Authorization to the City Engineer to Release the Remaining Portion of the Lot 2 Performance Bond After the One-Year Warranty Period (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012; and Roberto Alonzo, PW Division Manager - Engineering, 408-586-3316)**

Recommendation: Adopt a resolution granting acceptance of the completed public improvements for the District 1 Lot 2 (Graham) Project as shown on Public Improvement Plans No. 2-1217; and approve a reduction in the faithful performance bond of \$24,950.00 which is 10% of the security's original value for the Lot 2 public improvements construction cost. The remaining amount of the Lot 2 performance bond cost shall be in effect for the duration of the warranty period; and grant authorization to the City Engineer to release the performance bond after the one-year warranty period without further City Council action provided that all required warranty work is completed to the satisfaction of the City Engineer.

- C12. Approve Budget Appropriation of \$250,000 from the Gas Tax Fund to Increase the City's Local Project 10% Matching Contribution and Authorize the City Manager to Execute Future Amendment No. 3 to the Funding Agreement between the City and the Santa Clara Valley Transportation Authority (VTA) for the Calaveras Boulevard Near Term Improvement Project (CIP Project No. 4294 – SR 237 HOV Lane Improvements) (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012; and Roberto Alonzo, PW Division Manager, 408-586-3316)**

Recommendation: Approve budget appropriation of \$250,000.00 from the Gas Tax Fund to increase the City's local project 10% matching contribution to \$550,000.00 and Authorize the City Manager to Execute Future Amendment No. 3 to the Funding Agreement between the City and the Santa Clara Valley Transportation Authority (VTA) for the Calaveras Boulevard Near Term Improvement Project (CIP Project No. 4294 – SR 237 HOV Lane Improvements).

- C13. Consider One Fee Waiver from Christian Worship Center Bay Area and One Donation Request from My Roots are Rich (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)**

Recommendation: (1) Approve a Fee Waiver of \$1,500.00 for the Christian Worship Center Bay Area's Annual Easter Egg Hunt scheduled for March 20, 2024; and (2) Approve a Donation request of \$500.00 for My Roots are Rich Black History Month Flag Raising Ceremony on Thursday, February 1, 2024.

LEADERSHIP AND SUPPORT SERVICES (6:40 PM)

- 14. Authorize Additional Community Engagement Regarding a Potential November 2024 Ballot Measure (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

Recommendation: Authorize staff to continue to perform a voter survey in Spring 2024 with a focus on potential re-authorization of Measure F, the quarter-cent local sales tax, as part of the November 2024 General Election ballot and return to City Council for a final decision by June 2024.

15. **Approve Changes to the City Council Procedures and Protocols Handbook (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012; Michael Mutalipassi, City Attorney, 408-586-3041)**

Recommendation: Approve changes to the City Council Procedures and Protocols Handbook.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS (7:45 PM)

Members of the City Council or City Manager may make brief announcements at this time. Members of the City Council may also suggest future agenda items. For future agenda items, the City Council shall not debate the topic or engage in discussion but shall simply state a “yes” or “no” as whether to move the item forward. If a majority of the City Council agrees to move the item forward, the City Manager shall place the item on a future agenda.

ADJOURNMENT (7:50 PM)

KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions and other City agencies exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and City operations are open to the people's review. For more information on your rights under the Open Government Ordinance or to report a violation, contact the City Attorney's office at Milpitas City Hall, 455 E. Calaveras Blvd., Milpitas, CA 95035
e-mail: mmutalipassi@milpitas.gov / Phone: 408-586-3040

The Open Government Ordinance is codified in the Milpitas Municipal Code as Title I Chapter 310 and is available online at the City's website www.milpitas.gov by selecting the Milpitas Municipal Code link.

Materials related to an item on this agenda submitted to the City Council after initial distribution of the agenda packet are available for public inspection at the City Clerk's office at Milpitas City Hall, 3rd floor 455 E. Calaveras Blvd., Milpitas and on City website. City Council agendas and related materials can be viewed online: www.milpitas.gov/government/council/agenda_minutes.asp (select meeting date)

APPLY TO SERVE ON A CITY COMMISSION

Commission application forms are available online at www.milpitas.gov or at Milpitas City Hall. Contact the City Clerk's Office at 408-586-3001 for more information.

If you need assistance, per the Americans with Disabilities Act, for any City of Milpitas public meeting, please call the City Clerk at 408-586-3001 or send an e-mail to CityClerk@milpitas.gov prior to the meeting. You may request a larger font agenda.

December 2023						
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31						

Milpitas City Council Calendar

January 2024

February 2024						
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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1  CITY OBSERVED HOLIDAY CITY OFFICES CLOSED	2	3 7:00 PM -Community Advisory Commission (EC)	4 5:30 PM -Milpitas Chamber of Commerce Board (GB)	5	6
7	8 4:30 PM -Economic Development and Trade Commission (CM) 7:00 PM - Library and Education Advisory Commission (EC)	9 11:00 AM -Special City Council Meeting	10 1:00 PM -Santa Clara VTA Monthly Briefing - Northeast Group (CM) 7:00 PM -Planning Commission 7:00 PM -Silicon Valley Clean Energy Board of Directors (EC) (Cupertino)	11 5:30 PM -Santa Clara VTA Board of Directors (CM) 6:00 PM -Youth Advisory Commission (HL)	12	13
14	15  MARTIN LUTHER KING JR. BIRTHDAY CITY OFFICES CLOSED	16	17	18	19	20
		United States Conference of Mayors – Washington, D.C. (CM)				
				5:30 PM -CASCC Legislative Action Committee (CM) 6:30 PM -Bay Area Water Supply Conserv Agency (CM) 7:00 PM -Public Safety and Emergency Preparedness Commission (HL) 7:00 PM -CASCC Board of Directors (CM)		
21	22 7:00 PM -Arts Commission (EC)	23 5:30 PM - Special City Council Meeting	24	25	26	27
			CalCities Mayors and Council Members Academy – Monterey, CA (CM/HL)			
			12:00 PM -Santa Clara Valley Water District - Water Commission (CM) 7:00 PM -Planning Commission	City of Milpitas' 70th Anniversary Eve Open House 3:30 – 7:00 P.M.	City of Milpitas 70th Anniversary of Incorporation	
28	29	30 5:30 PM -Special City Council Meeting Preliminary FY24-25 Budget Study Session	31 1:00 PM -Santa Clara VTA Monthly Briefing - Northeast Group (CM)			

January 2024						
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Milpitas City Council Calendar

February 2024

March 2024						
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24	25	26	27	28	29	30
31						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 5:30 PM -Milpitas Chamber of Commerce Board (GB) 5:30 PM -Santa Clara VTA Board of Directors (CM) 5:45 PM -Flag Raising Event: Black History Month (Cesar Chavez Plaza)	2 6:00 – 8:00 PM -City Event: Lunar New Year (Civic Center Plaza)	3
4	5 7:00 PM -Parks, Recreation & Cultural Resources Commission (HL)	6 6:00 PM -Closed Session 7:00 PM -City Council	7 5:30 PM -Veterans Commission (CM) 7:00 PM -Community Advisory Commission (EC)	8 4:00 PM -Treatment Plant Advisory Committee (CM) (San Jose) 4:00 PM -Silicon Valley Interoperability Authority Board of Directors (GB) 6:00 PM -Youth Advisory Commission (HL) 6:30 PM -CASCC Legislative Action Committee (CM) 7:00 PM -CASCC Board of Directors (CM)	9	10
11	12 4:30 PM -Economic Development and Trade Commission (CM)	13 5:30 PM -Special Council Meeting: CIP Study Session	14 7:00 PM -Silicon Valley Clean Energy Board of Directors (EC) (Cupertino) 7:00 PM -Planning Commission	15 3:00 PM -Cities Assoc. of SCC - Recycling and Waste Reduction Commission (SB 1383) (CM) 4:00 PM -Santa Clara VTA Policy Advisory Committee (EC)	16	17
18	19  PRESIDENT'S DAY CITY HALL CLOSED	20 6:00 PM -Closed Session 7:00 PM -City Council	21 6:00 PM -Energy and Environmental Sustainability Commission (EC)	22	23	24
25	26 7:00 PM -Science, Technology & Innovation Commission (GB)	27 1:30 PM -Senior Advisory Commission (CM)	28 7:00 PM -Planning Commission	29		



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

MINUTES

TUESDAY, DECEMBER 12, 2023

CITY COUNCIL CHAMBER, 455 E. CALAVERAS BLVD, MILPITAS, CA

The City Council of the City of Milpitas convened on the regular City Council meeting day in a Regular Meeting of the Milpitas City Council on December 12, 2023, in the City Council Chamber, 455 E. Calaveras Blvd, Milpitas, CA, and via teleconference/Zoom webinar.

CALL MEETING TO ORDER by Mayor and ROLL CALL by City Clerk

Mayor Montano called the Regular City Council meeting to order at 5:32 PM. Roll Call was taken by City Clerk Guzzetta.

PRESENT: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien, Councilmember Phan

ABSENT: None.

City Manager Thomas noted Item (b) in Closed Session will be tabled to a later date. City Attorney Mutalipassi announced the closed session items. The City Council adjourned to Closed Session at 5:36 PM.

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency designated representative: Rick Bolanos, LCW

Bargaining unit: LIUNA, UPEC (Pro-Tech, MEA, MidCon), IAFF, MPOA

(b) CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation

Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)

Facts and circumstances related to Claim against the City

The City Council reconvened at 7:01 PM

CLOSED SESSION ANNOUNCEMENT:

City Attorney Mutalipassi reported that there was no action taken on Closed Session items.

PLEDGE OF ALLEGIANCE

Mayor Montano led the pledge of allegiance.

INVOCATION

Vice Mayor Chua introduced Ms. Lerma Reyes from North Valley Baptist Church to present the invocation.

PRESENTATIONS

There were no presentations.

PUBLIC FORUM

There were no public speakers.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

City Attorney Mutalipassi asked the Mayor and City Councilmembers if they had any personal conflicts of interest. By roll call, there were no conflicts of interest. City Attorney Mutalipassi asked the Mayor and City Councilmembers if they had any reportable campaign contributions. By roll call, there were no reportable campaign contributions.

READING OF THE CITY COUNCIL CODE OF CONDUCT

Mayor Montano read the Code of Conduct.

APPROVAL OF AGENDA

After discussion, motion: to approve the agenda.

Motion/Second: Councilmember Lien/Vice Mayor Chua
by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien,
Councilmember Phan

NOES: None

CONSENT CALENDAR

After discussion, motion: to approve the consent calendar, pulling Items C1 and C8.

Motion/Second: Councilmember Lien/Vice Mayor Chua
by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien,
Councilmember Phan

NOES: None

2. Approve City Council City Council Meeting Minutes of December 5, 2023 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Approved City Council Meeting minutes of December 5, 2023.

3. Receive the Preview List of Anticipated Items for the Next Regular City Council Meeting (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Received the list of anticipated agenda items for the next regular City Council meeting.

4. Receive and Review the List of Agenda Items Requested by City Councilmembers (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Reviewed the list of items that have been requested by City Councilmembers and provided direction to staff as necessary.

5. Accept Commissioner Resignation (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Accepted the resignation of Peter Felix from the Parks, Recreation and Cultural Resources Commission effective January 1, 2024, and directed the City Clerk to post the notice of unscheduled vacancy.

6. Approve Appointments to the Cities Association of Santa Clara County Joint Powers Authority (Staff Contact: Matt Cano, Deputy City Manager, 408-586-3012)

(1) Approved the appointment of Mayor Montano as board member to the Cities Association of Santa Clara County Joint Powers Authority; and (2) Approved the appointment of Vice Mayor Chua as alternate board member to the Cities Association of Santa Clara County Joint Powers Authority.

7. **Approve and Authorize the City Manager to Negotiate and Execute Amendment No. 2 to the Professional Services Agreement with David J. Powers & Associates, Inc. in an Amount Not-to-Exceed \$400,000.00 for Completing the Environmental Review pursuant to the National Environmental Policy Act (NEPA) and requirements of the California Department of Transportation Office of Local Assistance (Caltrans) for S. Milpitas Blvd Vehicle Bridge at Penitencia Creek, Project No. 2016 (Staff Contact: Matt Cano, Deputy City Manager / Interim City Engineer, 408-586-3012)**

Approved and authorized the City Manager to negotiate and execute Amendment No. 2 to the Professional Services Agreement with David J. Powers in an amount not-to-exceed \$400,000.00 for completing the environmental review pursuant to the National Environmental Policy Act (NEPA) and requirements of the California Department of Transportation Office of Local Assistance (Caltrans) for S. Milpitas Blvd Vehicle Bridge at Penitencia Creek, Project No. 2016.

9. **Report on Bids and Adopt a Resolution Authorizing the City Manager to Award the Construction Contract to PCD in the Amount of \$835,768.08 for the Council Chamber AV System Replacement Project (Staff Contact: Daniel Nam, Information Technology Director, 408-586-2712)**

(1) Received report on bids and adopted **Resolution No. 9288** authorizing the City Manager to award a construction contract to the lowest responsible and responsive bidder, PCD, in the amount of \$835,768.08 for the Council Chamber AV System Replacement Project, including \$752,559.08 for the Council Chamber AV replacement and \$83,209.00 for the Committee Conference Room AV replacement; and (2) Authorized the City Manager to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$79,231.92 for the Council Chamber AV System Replacement Project.

10. **Adopt a Resolution Authorizing the City Manager to Execute the Sole Source Services Agreement with Flock Group Inc. for Automated License Plate Reader (ALPR) Cameras in an Amount Not-to-Exceed \$732,000.00 (Staff Contact: Jared Hernandez, Chief of Police, 408-586-2406)**

Adopted **Resolution No. 9289** authorizing the City Manager to execute the extension of the Sole Source Services Agreement with Flock Group, Inc. for Automated License Plate Reader (ALPR) Cameras in an amount not-to-exceed \$732,000, which includes a contingency of \$91,500.00; and Authorized the Chief of Police to execute contract change orders in an aggregate amount not to exceed \$91,500.00.

11. **Approve Three Utility Boxes for Repainting During FY 2024 (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409; and Tegan McLane, Recreation and Community Services Assistant Director, 408-586-3212)**

Approved locations for three (3) Utility Box murals for the FY 24 Mural Program.

LEADERSHIP AND SUPPORT SERVICES

12. **Adopt a Resolution to Amend the City of Milpitas' Classification Plan to Establish the Classifications of City Engineer and Public Works Division Manager, Aligned with the Realignment of the Engineering and Public Works Departments (Staff Contact: Matt Cano, Deputy City Manager, 408-586-3012; and Christian Di Renzo, Public Works Director, 408-586-2602)**

City Manager Thomas introduced the item. Deputy City Manager Cano and Public Works Director Di Renzo presented the report.

There were no public speakers.

Mayor Montano and Vice Mayor Chua spoke in support of the recommendation, thanking staff for their work in bringing the item forward.

After discussion, motion: to adopt **Resolution No. 9290** to amend the City of Milpitas' Classification Plan to establish the classification of City Engineer, reclassify CIP Manager and Transportation & Traffic Manager to Public Works Division Manager – Engineering, reclassify one Public Works Manager to Public Works Division Manager – Operations, and delete the classifications of Engineering Director and Assistant City Engineer.

Motion/Second: Vice Mayor Chua/Councilmember Lien
by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien,
Councilmember Phan

NOES: None

13. Elect Vice Mayor (Contact: Matt Cano, Deputy City Manager, 408-586-3012)

Mayor Montano introduced the item and nominated Evelyn Chua to continue as Vice Mayor.

After discussion, motion: to nominate and appoint Evelyn Chua by majority vote as Vice Mayor for the City of Milpitas to serve a one year term.

Motion/Second: Mayor Montano/Councilmember Phan
by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien,
Councilmember Phan

NOES: None

ITEMS PULLED FROM CONSENT CALENDAR

1. Receive City Council Calendar of Meetings for December 2023 and January 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Councilmember Barbadillo raised concerns about the scheduling of meetings in January, particularly on the 9th and 16th, due to a pre-planned engagement. He requested to either consolidate the meetings into one date or to be excused from the meetings.

Vice Mayor Chua made a motion: to excuse Councilmember Barbadillo from the City Council meetings scheduled on January 9th and 16th.

City Attorney Motalipassi clarified that the other option was to consolidate the meetings and settle on which meeting date would be cancelled. He restated the current motion on the floor.

Councilmember Phan voiced concerns regarding the meetings scheduled back to back and noted he would not support the motion as originally proposed by the Vice Mayor.

Vice Mayor Chua clarified the intent of the motion to allow the Councilmember to be absent. She spoke

in agreement with Councilmember Phan regarding the frequency of meetings scheduled in January.

Councilmember Barbadillo asked if it was possible to have two motions – one to excuse his absence and a second to consolidate the meetings. City Attorney Mutalipassi noted it could be either by one or two motions. He recommended that if there's a motion to amend the calendar that the motion include specifics about the date and time.

City Manager Thomas noted the January 9th special meeting was scheduled in lieu of the original regular meeting date of January 2nd.

Vice Mayor Chua proposed keeping the motion as is to excuse absences by Councilmember Barbadillo and to have a second motion to consolidate meetings.

City Manager Thomas suggested the possibility of special meetings on the 23rd and 30th as substitutes for the canceled meetings on the 9th and 16th. He reiterated the motion on the floor.

Councilmember Phan suggested the City Manager's Office poll the City Council for meeting dates and confirm the meeting schedule.

Councilmember Lien seconded the motion.

City Attorney Mutalipassi clarified the motion: to excuse Councilmember Barbadillo from any City Council meeting scheduled through January 16th and to have the City Manager work with the City Council to confirm the meeting dates in January.

Motion/Second: Vice Mayor Chua/Councilmember Lien
by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien,
Councilmember Phan

NOES: None.

8. Approve and Authorize the City Manager to Execute the Five-Year Software as a Service (SaaS) Agreement with Tyler Technologies for Financial System Enterprise Resource Planning (ERP) and Human Resources Information System (HRIS) (Staff Contact: Lauren Lai, Finance Director 408-586-3111; and Vicky Lien, Acting Human Resources Director 408-586-3085)

Vice Mayor Chua withdrew her request to discuss.

There were no public speakers.

Councilmember Barbadillo questioned if the agreement was authorized in the budget. Deputy City Manager Cano confirmed that the item was approved as part of the budget.

After discussion, motion: to approve and authorize the City Manager to execute the five-year Software as a Service Agreement with Tyler Technologies for Financial System Enterprise Resource Planning (ERP) and Human Resources Information System (HRIS) for an amount not to exceed \$2,123,588 and delegate authority to the City Manager for additional optional 5 years and change order authority up to 10%.

Motion/Second: Vice Mayor Chua/Councilmember Barbadillo
by the following:

AYES: Mayor Montano, Vice Mayor Chua, Councilmember Barbadillo, Councilmember Lien,
Councilmember Phan

NOES: None

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

There were no announcements.

ADJOURNMENT

Mayor Montano adjourned the meeting at 7:38 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta



SPECIAL MEETING OF THE MILPITAS CITY COUNCIL

MINUTES

TUESDAY, JANUARY 9, 2024

CITY COUNCIL CHAMBER, 455 E. CALAVERAS BLVD, MILPITAS, CA

The City Council of the City of Milpitas convened on the Special City Council meeting day in a Special Meeting of the Milpitas City Council on January 9, 2024, in the City Council Chamber, 455 E. Calaveras Blvd, Milpitas, CA, and via teleconference/Zoom webinar.

CALL MEETING TO ORDER by Mayor and ROLL CALL by City Clerk

Mayor Montano called the Special City Council meeting to order at 11:03 AM. Roll Call was taken by City Clerk Guzzetta.

PRESENT: Mayor Montano, Councilmember Lien, Councilmember Phan

ABSENT: Vice Mayor Chua, Councilmember Barbadillo

PLEDGE OF ALLEGIANCE

Mayor Montano led the pledge of allegiance.

INVOCATION

Councilmember Lien provided the invocation.

PRESENTATIONS

There were no presentations.

PUBLIC FORUM

There were the following public speakers:

1. Erlindo Casenas

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

Assistant City Attorney Creech asked the Mayor and City Councilmembers if they had any personal conflicts of interest. By roll call, there were no conflicts of interest (Absent: Councilmember Barbadillo, Vice Mayor Chua). Assistant City Attorney Creech asked the Mayor and City Councilmembers if they had any reportable campaign contributions. By roll call, there were no reportable campaign contributions (Absent: Councilmember Barbadillo, Vice Mayor Chua).

READING OF THE CITY COUNCIL CODE OF CONDUCT

Mayor Montano read aloud the City Council Code of Conduct.

APPROVAL OF AGENDA

Councilmember Phan requested to pull item C2 from the Consent Calendar.

After discussion, motion: to approve the agenda, pulling Item C2 from the Consent Calendar.

Motion/Second: Mayor Montano/Councilmember Lien

by the following:

AYES: Mayor Montano, Councilmember Lien, Councilmember Phan

NOES: None

ABSENT: Vice Mayor Chua, Councilmember Barbadillo

CONSENT CALENDAR

After discussion, motion: to approve the Consent Calendar except Item C2.

Motion/Second: Mayor Montano/Councilmember Lien

by the following:

AYES: Mayor Montano, Councilmember Lien, Councilmember Phan

NOES: None

ABSENT: Vice Mayor Chua, Councilmember Barbadillo

1. **Receive City Council Calendar of Meetings for January 2024 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Received City Council Calendar of Meetings for January 2024.

3. **Consider Continuing Council Direction on Public Comment at City Council, Planning Commission, and other Brown Act Body Meetings (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

Approved the continuation of the policy that public comments at City Council, Planning Commission, and other Brown Act Body meetings be delivered in person or in writing until further City Council direction is received, except as otherwise required by law.

4. **Authorize and Approve Travel Requests for Mayor Montano to Washington, D.C., and for both Mayor Montano and Councilmember Lien to Monterey, CA (Staff Contact: Ned Thomas, City Manager, 408-586-3053)**

(1) Authorized and approved the out-of-state travel to Washington, D.C., for Mayor Carmen Montano to attend the United States Conference of Mayors 92nd Winter Meeting to be held on January 17 – 19, 2024, for an estimated total not-to-exceed amount of \$3,600 budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings; and (2) Authorized and approved the travel to Monterey, CA, for Mayor Carmen Montano and Councilmember Hon Lien to attend the League of California Cities Mayors and Council Members Academy to be held on January 24 – 26, 2024, for a combined estimated total not-to-exceed amount of \$3,400 budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

City Manager Thomas wished everyone a Happy New Year and announced changes coming to the City Hall lobby.

ITEMS PULLED FROM CONSENT CALENDAR

2. **Consider the Recommendation from Mayor Montano for Appointments to the Planning Commission (Contact: Mayor Montano, 408-586-3024)**

City Manager Thomas presented introductory remarks.

Councilmember Phan opined on the standards for appointing commissioners and noted that Planning Commission appointments especially need to be generally agreed on by the City Council due to how close the commission works with the them. He requested voting separately on each recommended commissioner appointment.

Mayor Montano made a motion: to appoint Michael Caulkins to fill the Planning Commission seat formerly occupied by Lawrence Ciardella.

The Mayor noted that she would work with staff to make the remaining appointment to the Planning Commission.

Assistant City Attorney Creech restated the motion.

Motion/Second: Mayor Montano/Councilmember Lien
by the following:

AYES: Mayor Montano, Councilmember Lien, Councilmember Phan

NOES: None

ABSENT: Vice Mayor Chua, Councilmember Barbadillo

ADJOURNMENT

Mayor Montano adjourned the meeting at 11:25 AM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

as of 1/16/2024

February 6, 2024 – Regular Meeting

CLOSED SESSION

- Labor Relations

INVOCATION (Councilmember Barbadillo)

PRESENTATION

- Lunar New Year (Proclamation)
- Black History Month (Proclamation)

CONSENT CALENDAR

1. Receive City Council calendar for February 2024 (City Clerk)
2. Approve City Council Meeting minutes of January 23, 2024 (City Clerk)
3. Preview list of items for February 20, 2024 (City Clerk)
4. Councilmember Request List (City Clerk)
5. Weed Abatement (Fire Prevention)
6. 1350 Country Club Drive Home Renovations (Planning)
7. COPS Grant (Police)
8. Award of Annual Sidewalk, Curb and Gutter Rehabilitation Project (Public Works)
9. Storm Drain System Emergency Repairs and Improvements (Public Works)
10. CIP 2016 VOC CSG Amendment No. 1 for S. Milpitas Blvd Road Extension Design (Public Works / Engineering)
11. 355 Sango Court Initial Acceptance (Public Works / Engineering)
12. SIA for 1752 Houret Court (City Ventures) (Public Works / Engineering)
13. Street Vacation for 1752 Houret Court (City Ventures) (Public Works / Engineering)
14. Offsite Agreement for 540 S. Abel Street (Public Works / Engineering)

PUBLIC HEARINGS

15. Community Development Block Grant (Housing)
16. Adoption of Storm Fee Connection Charges (Public Works)
17. Storm Fee Nexus Study Adoption (Public Works)

LEADERSHIP AND SUPPORT SERVICES

18. Cannabis Ordinance (City Attorney)

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

OPEN ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
1	Consideration of the 20% Low Income Below Market Rate Housing	Montano	12/5/2023	This item will be reviewed for potential prioritization at the next report.

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
2	Bring back Bingo and the Tour at the Senior Center	Chua	11/7/2023	This item was included in the November 14, 2023 council prioritization list as an item that is underway as it is less than 4 hours work.
3	Referral for utility infrastructure cost on Main Street from Carlo to Corning Streets	Montano	10/17/2023	This item was included in the November 14, 2023 council prioritization list as an item that is underway as it is less than 4 hours work.
4	Graywater Rebates Program	Montano	10/17/2023	This item was included in the November 14, 2023 council prioritization list as an item that is underway as it is less than 4 hours work.
5	Consider a possible ordinance or policy regarding solicitations at home	Barbadillo	10/3/2023	This item was included in the November 14, 2023 council prioritization list as an item that is underway as it is less than 4 hours work.
6	Discussion of what the City Council can do regarding shoplifting	Barbadillo	10/3/2023	This item was included in the November 14, 2023 council prioritization list as an item that
7	Main Street International Festival	Lien	10/3/2023	Approved to move forward as part of the November 14, 2023 Council prioritization.
8	Bring back Capital Projects that haven't yet been named for the Council to review and as an overview of CIP Projects in the works	Phan	9/19/2023	This item was included in the November 14, 2023 council prioritization list as an item that is underway as it is less than 4 hours work.
9	Have the Police Chief direct staff to complete an analysis in partnership with the County to	Chua	9/5/2023	This item was included in the November 14, 2023 council prioritization list as an item that
10	Explore taking steps towards becoming a Charter City	Phan	9/5/2023	Approved to move forward as part of the November 14, 2023 Council prioritization.
11	Look into what would be needed to convert the unused Teen Center space at the Sports Center to	Chua	8/8/2023	An update was included in the November 14th Council prioritization reprt.
12	Human Resources Director to conduct a job fair specific to the job openings at City Hall	Chua	5/2/2023	An update was included in the November 14th Council prioritization reprt.
13	Satellite Consulate Office	Montano	2/28/2023	An update was included in the November 14th Council prioritization reprt.
14	Have the City look into the possibility of a Citywide Senior Discount	Barbadillo	2/7/2023	An update was included in the November 14th Council prioritization reprt.
15	City Manager to look into defining either a standalone teen center or updating information to indicate the Senior Center also functions as a Teen Center	Chua	9/20/2022	An update was included in the November 14th Council prioritization reprt.
16	Discuss converting vacant lot that was a basketball court into a community garden at Vasona and Adobe	Montano	8/16/2022	An update was included in the November 14th Council prioritization reprt.
17	City Manager look into implementing a workshop for small businesses on the bidding process for	Chua	8/9/2022	An update was included in the November 14th Council prioritization reprt.

NOTE: Deferred and Completed Items are not listed

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
18	Quarterly or Monthly crime statistics on Homekey Project	Chua	6/7/2022	An update was included in the November 14th Council prioritization reprt.
19	Memorial Plaque in honor of youth skateboarder that passed away	Montano	6/7/2022	An update was included in the November 14th Council prioritization reprt.
20	Explore an ordinance or policy to reduce thefts and increase security in the commercial retail parking	Chua	4/5/2022	An update was included in the November 14th Council prioritization reprt.
21	Evaluate reopening the childcare center with a non-profit organization running the center	Montano	2/1/2022	An update was included in the November 14th Council prioritization reprt.
22	Staff to look into mural Art on Great Mall Parkway on the VTA owned Light rail pillars	Montano	11/16/2021	An update was included in the November 14th Council prioritization reprt.
23	Have a picture of Albert Vogel Sr. put up in the Senior Center	Montano	10/19/2021	An update was included in the November 14th Council prioritization reprt.
24	Include a bust of Maria Lemire on the Mural in front of the Senior Center	Montano	8/17/2021	An update was included in the November 14th Council prioritization reprt.
25	Staff to create a plan on how to increase the number of local businesses doing business with the City	Chua	4/6/2021	An update was included in the November 14th Council prioritization reprt.
26	Consider Community Museum and Park on Main St.	Phan	8/20/2019	to Rules Subcommittee 8/23/2019. Moved to Specific Plan Community Conversation events.

NOTE: Deferred and Completed Items are not listed



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider Recommendations from Mayor Montano for Appointments to City Commissions, and Accept Commissioner Resignation (Contact: Mayor Montano, 408-586-3024)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	1/23/2024
	<u>Recommendation:</u> Receive Mayor Montano's recommendations and confirm appointments to City Commissions; Accept the resignation of Melba Holliday from the Senior Advisory Commission; and direct the City Clerk to post the notice of unscheduled vacancy.

Background:

The City of Milpitas has 13 Commissions (including the Measure F Oversight Committee), with members appointed by the Mayor and confirmed by the City Council. The Commissions advise the Milpitas elected officials on a variety of community interest and policy areas. Commissioner appointments and removals are governed by various sections of the California Government Code, Milpitas Municipal Code, and the adopted Milpitas Commissioner Handbook and By-Laws.

Any resident interested in serving on a City Commission must complete a Commission Application and submit the form to the City Clerk. Copies of the applications are then presented to the Mayor for consideration. Per Government Code 40605, in a general law city where the office of Mayor is an elective office, the Mayor, subject to City Council approval, assumes the responsibility for appointments to boards, commissions, and committees unless otherwise specifically provided for by statute.

Current Commissioners may seek to be reappointed upon the expiration of their current term, but reappointment to a new term is not automatic. Those Commissioners seeking reappointment must contact the City Clerk and the Mayor to convey their request. Re-appointment must be recommended by the Mayor and confirmed by the City Council.

In accordance with the City of Milpitas Commission By-Laws, any member or alternate member of a Commission who is no longer available to serve must submit a resignation in writing by sending a written communication to the Mayor and the City Clerk, per adopted City Council Resolution No. 7702. The written resignation must then be accepted and confirmed by City Council via action on the consent calendar at a regularly scheduled City Council meeting.

Analysis:

Appointments and removals are as follows:

Community Advisory Commission:

1. Appoint Albert Wu to a full voting seat with a term ending January 2027

Planning Commission:

1. Appoint Chia Ling Kong to a full voting seat with a term ending December 2026

Senior Advisory Commission

1. Reappoint Ha Phan to a full voting seat with a term ending December 2026
2. Reappoint Deborah Langley to a full voting seat with a term ending December 2026
3. Appoint Mary Llamas to a full voting seat with a term ending December 2026

Youth Advisory Commission:

1. Appoint Vienna Sun to a full voting seat with an unexpired term ending September 2025
2. Appoint Ayanna Medina Ashby to a full voting seat with an unexpired term ending September 2025

Commissioner Melba Holliday resigned from the Senior Advisory Commission effective December 31, 2023.

The City Clerk's office has reviewed and confirmed all recommended Commissioner appointments.

According to the Commissioner Handbook, commissioners are limited to serving on only one City of Milpitas Commission. The recent appointment of Vienna Sun to the Youth Advisory Commission has created a vacancy on the Public Safety and Emergency Preparedness Commission for a student member.

By state law, the City Clerk is obligated to post a Notice of an Unscheduled Vacancy to announce the availability of vacant Commission seats. Final appointments cannot be made to a board, commission, or committee until the Notice of Unscheduled Vacancy has been posted in the Clerk's office for at least ten working days. The notice of the unscheduled vacancies on the Senior Advisory and Public Safety and Emergency Preparedness Commissions will be posted Wednesday, January 24, 2024.

Fiscal Impact:

There is no fiscal impact associated with this item.

Recommendation:

Receive Mayor Montano's recommendations and confirm appointments to City Commissions; Accept the resignation of Melba Holliday from the Senior Advisory Commission; and direct the City Clerk to post the notice of unscheduled vacancy.

Attachments:

- (a) Commission Applications
- (b) Resignation Letter from Senior Advisory Commissioner Melba Holliday

From: [Deborah](#)
To: [Christine Pham](#)
Subject: Re: Senior Advisory Commission
Date: Tuesday, November 28, 2023 12:11:54 AM

CAUTION: EXTERNAL SENDER

This email originated from outside the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe. [Report suspicious messages](#) to the [IT Helpdesk](#).

Hi Christine
So sorry for the delay
I've been sick and haven't checked email
Yes, I most definitely want to be reappointed
Thank you so much

Sincerely,
Deborah Langley
Sent from my iPhone

On Nov 27, 2023, at 4:23 PM, Christine Pham <cpham@milpitas.gov> wrote:

Good afternoon Deborah,

I wanted to check in regarding my previous email about your term ending in December for the Senior Advisory Commission. Please get back to me if you are interested in being considered for reappointment.

Thanks,
Christine

From: Christine Pham
Sent: Monday, November 6, 2023 11:34 AM
To: Deborah R. Langley [REDACTED]
Subject: Senior Advisory Commission

Hi Deborah,

Your term on the Senior Advisory Commission is ending in December of this year. Please contact us by November 27th if you would like to be considered for reappointment.

Thanks,

Christine Pham

<image001.jpg>

Office Assistant II

Phone [\(408\)586-3004](tel:(408)586-3004)

Email cpham@milpitas.gov

455 E. Calaveras Blvd., Milpitas CA 95035

www.milpitas.gov

[<image002.png>](#)

[<image003.png>](#)

[<image004.png>](#)

RECEIVED

JAN 05 2024

CITY OF MILPITAS
COMMISSION APPLICATION

FINANCE DEPT.

PROVIDE COMPLETE INFORMATION (in black ink)

COMMISSION APPLYING FOR ☐ Mr.☒ Ms. / Miss / Mrs.

MAR Y

Name:

First

(middle)

Last

LLAMAS

Address: Number

Street (apt. # if needed)

City & Zip Code

MILPITAS CA 95035

Telephone Number(s)

E-mail address

Present Employer

Business Telephone

Business Address

Occupation

Education: If Student Commissioner applicant, indicate your grade & school:

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
San Jose Hospital Nursing School	CNA Nursing asst.	1980	-

List community organizations to which you belong or have belonged (additional information may be attached). If application is for **Veterans Commission**, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
2018	Sister City Commission	Member
2021 - 2024	St John's Ladies Guild	

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I worked as a nursing asst for 40 years. I assisted many senior patients. I feel my experience will benefit our seniors here.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

1/4/24

Date

Appointments to Commissions are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted.

PLEASE BE AWARE THAT ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

E-mail, send in US mail or drop off your completed application to:

City Clerk, Milpitas City Hall 3rd floor, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: cityclerk@milpitas.gov

COMMISSION/COMMITTEE APPLYING FOR:	Youth Advisory Commission
Name	vienna sun
Address	
City	milpitas
Postal/Zip Code	95035
Mobile Number	
E-Mail Address	
Present Employer	student at milpitas high school
Other Phone	

Occupation	full time high school student
Education: If Youth Advisory Commission applicant, indicate your grade/school:	11
Major Subject	CS

List community organizations to which you belong or have belonged (additional information may be attached).

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

i like to contribute for my communities

Date	Aug 04, 2023
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I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy.

I hereby certify that all statements contained in this application are true.

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

From: noreply@civicplus.com
To: [City Clerk](#)
Subject: Online Form Submittal: Commission Applications
Date: Friday, November 3, 2023 9:36:38 AM

CAUTION: EXTERNAL SENDER

This email originated from outside the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe. [Report suspicious messages](#) to the [IT Helpdesk](#).

Commission Applications

Commission / Youth Advisory Commission
Committee Applying
for:

First Name Ayanna

Last Name Medina-Ashby

Address Type *Field not completed.*

Address

City Milpitas

State CA

Zip Code 95035

Phone Number

Email Address

Present Employer *Field not completed.*

Other Phone *Field not completed.*

Business Address
(Optional) *Field not completed.*

City *Field not completed.*

State *Field not completed.*

Zip Code *Field not completed.*

Occupation *Field not completed.*

Education: If Youth Milpitas High School- 11th grade

Advisory Commission
applicant, indicate your
grade / school:

College, Professional, Vocational, or other schools attended	<i>Field not completed.</i>
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Major Subject	<i>Field not completed.</i>
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Degree	<i>Field not completed.</i>
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List community organizations to which you belong or have belonged (additional
information may be attached).

Name of Organization	<i>Field not completed.</i>
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Member	<i>Field not completed.</i>
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Name of Organization	<i>Field not completed.</i>
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Member	<i>Field not completed.</i>
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Name of Organization	<i>Field not completed.</i>
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Member	<i>Field not completed.</i>
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If application is for Veterans Commission, indicate branch and service in any U.S.
military organization (retired or active duty).

Branch of Military	<i>Field not completed.</i>
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Officer	<i>Field not completed.</i>
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Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):	I've played soccer more than half my life, since I was 5 years old. I've worked extremely hard to play at a competitive level, I started with PAL and worked my way up to MYSL, three years MHS Varsity, and Delta Force. I know the importance of working as a team, I know the importance of leadership. I would like to get involved more with my community. I moved to Milpitas 1 week before my 1st birthday, this is the city I call home.
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Upload a File	<i>Field not completed.</i>
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Date	11/3/2023
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By submitting this form, I confirm I have sufficient time to devote to this
responsibility and will attend the required meetings if I am appointed to fill a future
vacancy. I hereby certify that all statements contained in this application are true.

Ayanna Medina-Ashby

Name

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Clerk](#)
Subject: Online Form Submittal: Commission Applications
Date: Monday, January 1, 2024 8:35:56 PM

CAUTION: EXTERNAL SENDER

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Commission Applications

Commission /
Committee Applying
for: Community Advisory Commission

First Name Albert

Last Name Wu

Address Type Residence

Address

City Milpitas

State CA

Zip Code 95035

Phone Number

Email Address

Present Employer Summerall Law

Other Phone

Business Address
(Optional) *Field not completed.*

City *Field not completed.*

State *Field not completed.*

Zip Code *Field not completed.*

Occupation Attorney

Education: If Youth *Field not completed.*

Advisory Commission
applicant, indicate your
grade / school:

College, Professional, Vocational, or other schools attended	U.C. Berkeley, Harvard Law School
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Major Subject	Business, History, Law
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Degree	B.S., B.A., J.D.
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List community organizations to which you belong or have belonged (additional
information may be attached).

Name of Organization	Asian American Bar Association
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Member	<i>Field not completed.</i>
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Name of Organization	<i>Field not completed.</i>
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Member	<i>Field not completed.</i>
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Name of Organization	<i>Field not completed.</i>
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Member	<i>Field not completed.</i>
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If application is for Veterans Commission, indicate branch and service in any U.S.
military organization (retired or active duty).

Branch of Military	<i>Field not completed.</i>
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Officer	<i>Field not completed.</i>
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Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):	Hello, my name is Albert Wu, a local attorney looking to get involved in our city's government. I believe the Community Advisory Commission is a good place for me to start as it has wide-ranging considerations regarding bettering the community, such as with clean-up efforts and making sure the city is one that we can all be proud of. I am open to joining other committees if there are openings as well, whether as an alternate or as a full commission member. Please feel free to reach out to me if you need any additional information or if there are any other commissions that may be in need of members. Thank you!
--	--

Upload a File	<i>Field not completed.</i>
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Date	1/1/2024
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By submitting this form, I confirm I have sufficient time to devote to this
responsibility and will attend the required meetings if I am appointed to fill a future

vacancy. I hereby certify that all statements contained in this application are true.

Name

Albert Wu

Email not displaying correctly? [View it in your browser.](#)



CITY OF MILPITAS PLANNING COMMISSION APPLICATION

Thank you for your interest in serving on the City of Milpitas Planning Commission. The Planning Commission advises the City Council on matters related to land use, development, and planning permit decisions. Milpitas Municipal Code requires a Planning Commissioner to be a resident of the City of Milpitas and a registered voter. Planning Commissioners typically serve three-year terms and may serve up to three consecutive terms.

This Application is intended to provide basic information about your background and experience in relation to the work of the Planning Commission. City staff and members of the City Council will review this information and make recommendations to the Mayor for possible appointment to the Planning Commission. In addition to this Application form, applicants are required to complete the attached Supplemental Questionnaire.

PLEASE PROVIDE COMPLETE INFORMATION (in black ink)

☐ Mr. ☒ Mrs./Ms. Milpitas Resident? ☒ Yes Registered voter? ☒ Yes

Personal Information:

Chia Ling		Kong	
Name:	First	Middle	Last
[REDACTED]		Milpitas, CA 95035	
Address:	Number	Street (apt. # if needed)	City, State, Zip Code
[REDACTED]		[REDACTED]	
Phone Number(s)		E-mail Address	
Engineer / Technical Lead		Intel Corporation	
Occupation		Present Employer	
2200 Mission College Blvd, Santa Clara, CA 95054		[REDACTED]	
Business Address		Business Phone	

Education:

College, Professional, Vocational, or other schools attended	Major Subject	Certificate or Degree?
Iowa State University	Electrical Engineering	Degree

Experience:

Briefly describe any personal experience or work in the community that you believe would be an asset to your service on the Planning Commission (additional information may be attached):

South Bay Odor Stakeholders Group, City-Appointed Resident Representative [2017 - present]

Energy and Environmental Sustainability Commission, Vice Chair [2018 - 2022]

Thomas Russell School Site Council (Chair) and MUSD Community Board Advisory Council Member [2020-2021]

South Bay Eco-Citizens Director [2017 - present]

I hereby certify that all statements contained in this application are true and that I am a registered voter and a resident of the City of Milpitas. If appointed, I have enough time to devote to this responsibility and will attend the required meetings.

Signature

1/17/20

Date

Note: All Commission Applications are Public Record. Applications will be kept on file by the City Clerk for one year.

Please Mail or drop off your completed application and supplemental questionnaire to:

City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

Phone: (408) 586-3001 – Fax: (408) 586-3030 – E-mail (cityclerk@milpitas.gov)



PLANNING COMMISSION APPLICATION SUPPLEMENTAL QUESTIONNAIRE

(Please type or print responses below or use a separate sheet of paper).

1. Why are you interested in serving on the Planning Commission?

I am blessed to call Milpitas home for over 16 years and aspire to contribute my service on the planning commission, aiming to foster Milpitas as a safe, vibrant, and inclusive city for a diverse community of residents, businesses, and visitors. My commitment involves preserving our unique heritage and identity while embracing innovative and progressive plans, ensuring adaptability for both present and future generations of Milpitanians.

2. What do you think are important skills or attributes for a Planning Commissioner, and why?

1. Analytical and Independent Thinking: Proficient in objectively assessing reports, delivering data-driven and constructive feedback in alignment with the general plan and municipal code.
2. Community-Centric Mindset: Adept at recognizing and prioritizing community interests over personal opinions or emotions. Ensures that recommendations are geared towards benefiting the city and its residents.
3. Collaborative and Respectful Engagement: Demonstrates ethical conduct and behavior while engaging with commission members, city staff, council, and the community.

3. How will your personal or work experience contribute to your role as a Planning Commissioner?

Drawing upon my 27 years of engineering experience, I am adept at problem-solving within cross-functional teams. I will utilize this background to facilitate focused discussions and establish clear goals and directions. Furthermore, my personal involvement in community service and advocacy equips me to integrate public engagement into the general, neighborhood, and specific plans. I am committed to thoughtfully considering and addressing public inputs to enhance the inclusivity and effectiveness of city plan initiatives.

4. From your viewpoint, what are the most pressing land use or development issues in Milpitas?

In my perspective, the paramount concern revolves around meeting the ABAG RHNA mandate, necessitating the addition of 6,713 housing units within an 8-year timeframe. This must be approached with meticulous attention to affordability, livability, and sustainability. Striking a careful balance in development and land use is crucial, considering the impact on our infrastructures and existing neighborhoods while preserving our open spaces. Collaboration with other governing bodies, including the school district, water district, county services, Caltrans, state agencies and others, is imperative to address this multifaceted challenge.

5. How would you typically prepare for a Planning Commission meeting?

Drawing from my previous experience serving on the Energy and Environmental Sustainability Commission, I would take a proactive approach to meeting preparation - reading agendas and reports well in advance, coupled with research on relevant topics. This diligence would help me be prepared to contribute constructive opinions and recommendations during meetings. I would maintain an open mind, attentively considering inputs from various sources such as staff, project stakeholders, fellow commissioners, and members of the public, before forming a decision/opinion.

6. What do you see as the different roles of City staff, the Planning Commission, and City Council?

In my opinion, Planning Commission focuses on land use planning and advisory roles, city staff implements policies and manages day-to-day operations including preparing agenda and reports to bring forward to the Planning Commission and the City Council, while the City Council holds legislative authority and makes final decisions. Collaboration among these entities is essential for effective and comprehensive local governance.



Melba Holliday

Date September 12, 2023

John Macon, Ann Marie

Milpitas Senior Center

Milpitas, Ca.

John and Ann Marie,

This letter is to notify you that I am resigning as Senior advisory commissioner. My last day will be December 31, 2023.

I have enjoyed my time on the commission, but feel that it is time for me to exit and let some of the younger seniors participate.

I will continue to help out if needed at the center. I will continue with the Quilting group on Tuesdays.

It has been a joy to work with you all these years. Please don't hesitate if you need some extra help at the Center.

Sincerely,

Melba Holliday



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve Travel for City Manager Ned Thomas to Attend the City Managers Conference in Los Angeles, CA (Staff Contact: Ned Thomas, City Manager, 408-586-3053)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	1/23/2024
	Recommendation: Authorize and approve travel to Los Angeles, CA, for City Manager Ned Thomas to Attend the League of California Cities' Annual 2024 City Managers Conference scheduled for February 7 – 9, 2024, for a total not-to-exceed amount of \$3,000 budgeted under Conferences/Trainings allocation for the City Manager's Office.

BACKGROUND:

The League of California Cities holds its City Managers Conference each year in select California city. This popular conference is scheduled for February 2 - 4, 2022, and is designed for city managers and assistant city managers. This conference provides city officials with the essential information and updates needed to effectively run their cities. It affords the City Manager the rare opportunity to connect and openly exchange ideas with other city officials.

ANALYSIS:

The City of Milpitas Travel and Expense Policy requires approval of travel for elected officials and the City Manager by the City Council. Council approval of this request will allow City Manager Thomas to travel to Los Angeles, CA, to represent the City. Attendance at the conference will also offer the City Manager the opportunity to exchange ideas with city officials from other cities and to bring back information from other cities to share with his Executive Leadership Team. Continued participation and attendance in these conferences ensures that the Milpitas business community is fully represented at the local, regional, and state levels.

POLICY ALTERNATIVE(S):

Not applicable

FISCAL IMPACT:

The estimated expenses for the conference in Los Angeles, CA are \$3,000 (registration, hotel, air and land transportation, and per diem). To date, the City Manager's Office has allocation of \$20,000 for Conferences/Trainings.as of January 19, 2024, there is \$11,390 available budget.

California Environmental Quality Act (CEQA):

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a "project" for the purpose of CEQA.

RECOMMENDATION:

Authorize and approve travel to Los Angeles, CA, for City Manager Ned Thomas to Attend the League of California Cities' Annual 2024 City Managers Conference scheduled for February 7 – 9, 2024, for a total not-to-exceed amount of \$3,000 budgeted under Conferences/Trainings allocation for the City Manager's Office.

Attachment(s):

Draft conference agenda for the 2024 City Managers Conference hosted by the League of California Cities



Schedule subject to change.

Wednesday, Feb. 7

10:00 a.m.-5:30 p.m.

Registration Open

11:00 a.m.-6:00 p.m.

Sponsor Tables Open

1:30-3:15 p.m.

Opening General Session

Karen Pinkos, President, City Managers Department, League of California Cities and City Manager, El Cerrito welcomes attendees to the 2024 City Managers Conference and introduces our opening keynote speaker.

Speaker: *Karen Pinkos, President, City Managers Department, League of California Cities and City Manager, El Cerrito*

3:15-3:45 p.m.

Coffee Chat: New City Managers

Are you new to the role of City Manager? Grab a coffee and join city managers from across the state for a great conversation with the City Manager Department Officers about leadership and growing within the role.

3:45-5:00 p.m.

Protecting the Profession

In our modern reality, with information at our fingertips and political polarization at a high, city managers are being targeted in personal and professional attacks by a disgruntled few. What can be done to prevent these attacks? When it's too late, what can be done about the transgression? Learn from city managers who have tackled these challenges directly.

Moderator: *Fran Robustelli, City Manager, San Leandro*

Speakers: *John Donlevy, Retired City Manager, Retired*

Ken Domer, City Manager, La Verne

Christa Johnson, Town Manager, Town of Ross

The Economic Adventure: City Managers Unleash Their Superpowers!

These city managers have built reputations as superheroes and leading visionaries in the field of economic development. They will be assembling as a super-team to share their innovative strategies to grow and attract

businesses and leverage community assets to activate spaces in their cities. Learn how they have built strategic partnerships, used data, and solved problems to address the needs of residents and businesses and lay the foundation for long-term financial sustainability in their communities.

Speakers: Mike Lee, City Manager, Moreno Valley

Lisa Kim, City Manager, Garden Grove

Ben Kim, City Manager, Rosemead

The Electric Future: Best Practices and Lessons Learned from Pioneer Cities

Cities large and small are embracing new technology to electrify their infrastructure and deliver the services of tomorrow. Learn how South Pasadena will become the first city in the nation to fully electrify their police department's fleet; how Rosemead was able to partner and deliver electric vehicle charging stations to their public library; and hear from a representative from the Port of Long Beach about their goal to become a zero-emissions seaport by 2030, and what it will mean to our state's economy. Discover what your city may do to attract infrastructure investment, and receive the best practices and lessons learned from pioneer cities in the electric future.

Moderator: Cody Tubbs, Director, Local Government Relations, Southern California Edison

Speakers: Arminé Chaparyan, City Manager, South Pasadena

5:00-6:00 p.m.

Networking Reception

Make new friends and catch up with old ones while enjoying delicious appetizers and tasty beverages during the evening networking reception. It's the perfect opportunity to form support networks inside your profession.

Thursday, Feb. 8

8:00 a.m.-4:00 p.m.

Registration Open

8:00 a.m.-5:00 p.m.

Visit with Sponsors

8:00-9:00 a.m.

Networking Breakfast

9:00-10:15 a.m.

Members Only Session

Session details to be announced.

10:15-10:45 a.m.

Sponsor Break

Grab a coffee and visit with our event sponsors.

10:45 a.m.-noon

Organizational Culture and Ethics: Peanut Butter and Jelly or Oil and Water?

We all know the saying that “culture eats strategy for lunch,” but a good culture doesn't always guarantee highly ethical actions. The two should go together like PB&J, but that's not always the case. In this session, hear ICMA's new Director of Ethics and three well-respected city managers talk about the challenges they have faced with building a strong culture that also places a high value on ethics. In this interactive session, you will also be given the chance to share your successes and failures in dealing with this challenging leadership role.

Moderator: *Jessica Cowles, Ethics Director, ICMA*

Speakers: *Fran Robustelli, City Manager, San Leandro*
Graham Mitchell, City Manager, El Cajon

AI-Powered Cities: Empowering Municipalities through New Technology

As communities continue to grow, the challenges faced by city officials become more complex. The resource at the forefront of the demand for innovation is artificial intelligence. AI leverages language models to interpret, generate and respond to human language. Now we must learn how to use AI and explore how it can be integrated into city governance, ultimately unleashing a new era of efficiency, transparency, and community empowerment.

Moderator: *Jennifer Vaughn, Director, Tripepi Smith*

Speakers: *Geoff Spencer, Management Analyst - Communications, Yorba Linda*

Sunil Rajaraman, Founder & CEO, Hamlet

Peter Pirnejad, City Manager, Town of Los Altos Hills

Crisis Management for Cities - Modern Problems for a Modern World

In 2017, the League of California Cities' Annual Conference featured a panel on crisis management for cities. At the time, the emphasis was on external crises, such as earthquakes and fires. In the intervening years, we have seen an increased number of crises that arise internally, such as staff misconduct

accusations, city managers under fire, housing element requirements that enrage neighborhoods, and cyberattacks. The panel will focus on this newer type of crisis and how to deal with intense scrutiny of a city's internal operations, including public records requests, media inquiries, and city council concerns about staff performance.

Moderator: *June Catalano, Consultant, Renne Public Management Group*

Speakers: *David White, City Manager, Santa Monica*

Kelly McAdoo, City Manager, Hayward

noon-1:15 p.m.

Networking Lunch

1:30-2:45 p.m.

Assistant/Deputy City Manager Roundtable

Join in roundtable discussions with assistant and deputy city managers on the roles they serve in the organization. Seasoned ACM/DCMs will share their experiences in how to build a good working partnership with the city manager, and by extension the city council and organization, while those entering the role will have opportunity to ask questions on issues they are facing and learn about what support networks exist. Assistants/deputies will gain tips on evaluating if and when to take the next step to the chief role - or remain in, what some would call "the best job in the organization."

Speakers: *Jessica Deakyne, Assistant City Manager, Novato*

Elisa Cox, Assistant City Manager, Rancho Cucamonga

Lions and Tigers and Landslides, Oh My! Crisis Management and Communication

We don't get to choose when a crisis hits in our communities, but we do get to choose how to react. Crisis management is an imperative executive function, and failure to respond and communicate effectively in real time can have dire consequences for residents and the organization. This session will touch on recent situations experienced in the cities of Rolling Hills Estates and Rancho Palos Verdes that deal with catastrophic land movement, a high-profile incident featuring a prominent sports figure, and a fabricated story that created a panic on social media. Focusing on the importance of providing accurate and consistent information relevant to all parties, leveraging resources and agency partners, and utilizing risk management strategies to reduce risk in a crisis, this session is an excellent opportunity to gather valuable insights on some best practices and lessons learned from two cities that have been on the front lines of crisis management.

Moderator: *Jon Barilone, Principal, Tripepi Smith*

Speakers: *Greg Grammer, City Manager, Rolling Hills Estates*

Ara Mihranian, City Manager, Rancho Palos Verdes

Supporting Civility and Effective Resident Engagement

How can you host effective conversations on divisive topics and bring differing viewpoints together to encourage civilized discourse? Informed conversation makes resident feedback more effective, benefiting both resident and city by providing actionable and realistic information for the city to address or solve. Establishing substantial resident engagement demands a commitment of both resources and time. However, the potential benefits are significant. Explore how to merge these worlds and engage with active community members, fostering effective civic engagement while identifying techniques to bridge relationship and political gaps.

Moderator: *Ryder Todd Smith, President, Tripepi Smith*

Speakers: *Elizabeth Doll, Director of Braver Politics, Braver Angels*
Grace Leung, City Manager, Newport Beach

2:45-3:15 p.m.

Coffee Chat: Women Leading Government

Looking to connect with other women in government? Join Women Leading Government for coffee and great ideas in the afternoon coffee break of the 2024 Cal Cities Managers Conference. Not a WLG member? Come and talk with us about how WLG is committed to your professional success!

3:15-4:30 p.m.

Walking the Line: Addressing Complaints Against Elected Officials

You just received the dreaded call, a city employee has complained about harassment by a councilmember and a workplace investigation is about to ensue. How do you handle an investigation when the person you are investigating has the authority to fire you and isn't your employee? This session will delve into how to initiate an inquiry, legal considerations for moving forward with an investigation, and best practices for navigating these sensitive situations. Session attendees will gain first-hand insights into addressing complaints about elected officials' alleged misconduct from the perspectives of a city manager, city attorney, and investigator. Join this session and gain the tools you may one day need to navigate an elected official investigation while not discrediting your city in the eyes of the public or your employees.

Moderator: *Kelly Trainer Policky, Employment Practices Manager, California Joint Powers Insurance Authority*

Speakers: *Nelson A. Fialho, Executive Director, Renne Public Management Group*

Eli Makus, Managing Partner, Van Dermeyden Makus Law Corporation

Workforce Challenges You Can't Ignore

Explore workforce challenges that keep city managers up at night. The session will feature a case study of a regional effort involving all the local governments in the Silicon Valley to address workforce trends. Sponsored by the City Manager Associations of Santa Clara and San Mateo Counties, the two-county Next Generation Committee has developed several programs to attract, retain, and develop talent. Some of these regional programs include the Management Talent Exchange Program, a summer internship program placing hundreds of university students in local government agencies, Management Fellowship Program, speed coaching events, a City Manager in Residence Program for Bay Area universities, and an annual Tomorrow's Department Head Forum for professionals on the cusp of becoming department directors. The session will provide a new resource tool for city managers, a template for helping Executive Teams conduct a Readiness Assessment and Talent Development Discussion. Recently pilot tested by seven organizations, this template and a sample will be provided to all participants via online session materials.

Moderator: *Frank Benest, Liaison for Next Generation Initiatives, ICMA*

Speakers *Christina Turner, City Manager, Morgan Hill*
Melissa Stevenson Diaz, City Manager, Redwood City

Ensuring the Pipeline is Primed: How We Can All Help Retain Diverse Candidates for Leadership Roles

When we talk about workforce planning, we often shift responsibility for developing the pipeline of city management leaders to those wishing to move up in the profession. City managers and those currently in leadership roles can help ensure a diverse selection of candidates, as their choices likely have an even larger impact in ensuring a strong candidate pool for future city leaders. Join our discussion on how we can all ensure the pipeline is primed.

Moderator: *Jessica Deakyne, Assistant City Manager, Novato*

Speakers *Cathy Capriola, Vice President, MRG*
John Gillison, City Manager, Rancho Cucamonga
Maraskeshia Smith, City Manager, Santa Rosa

Friday, Feb. 9

8:00-11:00 a.m.

Registration Open

8:00-9:00 a.m.

Networking Breakfast

9:00-10:30 a.m.

How to Survive Your Annual Performance Evaluation

Learn best practices for a productive performance evaluation that meets your needs and contributes to the council/manager partnership. Hear about your colleagues' experiences with their evaluations. Discuss how to use the performance evaluation process to get council agreement on goals. Learn about ways you can reduce the stress of the evaluation for both you and your council. A productive process can help you avoid unpleasant surprises, course correct, and reinforce what is going well. It can be a way to convey issues that are impeding staff, set boundaries, and rein in unproductive behaviors. The session will be interactive, with opportunities for sharing among city managers about their experiences with evaluations and will provide practical tools that you can use.

Moderator: *Dan Keen, Consultant, Daniel Keen Consulting*

Speakers *Harry Black, City Manager, Stockton*

Linda Smith D'Ambrosio, City Manager, Dublin

Jan Perkins, Vice President/Retired City Manager, Raftelis

10:45 a.m.-noon

Closing General Session: Who are we? A Profile of the Profession

Who are city managers? CCMF partnered with the Rose Institute of State and Local Government at Claremont McKenna College to survey all city managers throughout the state and compiled a report demonstrating demographics and trends. Hear from the survey organizers about what they learned, and what today's city managers can do to ensure the success of the next generation of leaders.

Moderator: *Ken Striplin, President, CCMF*

Speakers *Karen Pinkos, President, City Managers Department, League of California Cities and City Manager, El Cerrito*

Bipasa Nadon, Assistant Director, Rose Institute of State and Local Government



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager to Execute Master Professional Service Agreements with Environmental Consultants for On-Call Environmental Services (Staff Contact: Jay Lee, Planning Director, 408-586-3077; and Michael Fossati, Senior Planner, 408-586-3274)
Category:	Consent Calendar-Community Development
Meeting Date:	1/23/2024
Recommendation:	Approve and authorize the City Manager to execute Master Professional Service Agreements with LSA Associates, Inc; Michael Baker International; Impact Sciences, Inc; First Carbon Solutions; Moore, Iacofano and Goltsman (MIG), Inc; and Ascent Environmental, Inc for up to \$1,000,000 each for on-call environmental services.

BACKGROUND:

The Planning Department has historically contracted with various consultants to provide environmental consulting services on an on-call basis. In 2019, the City executed master service agreements with multiple firms for on-call environmental services over the next five-year period. The previous master agreements expired in May 2023. The Planning Department continued receiving services from one of the consulting firms under a six-month contract extension, as allowed within the master agreement. The six-month contract extension allowed the City to support the 1355 California Circle project that went to the City Council in November 2023.

ANALYSIS:

In August 2023, the Planning Department issued a Request for Qualifications (RFQ) to select on-call environmental consultants to provide environmental consulting services for the City's private development and City-initiated projects. The on-call environmental consultants will be responsible for the preparation of Initial Studies, Negative Declarations, Mitigated Negative Declarations, Environmental Impact Reports (EIRs), technical studies, and other documentation for proposed projects as required under the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA).

Hiring environmental consultants on a contractual basis is cost-effective because these services are only needed on a limited basis to draft significant environmental documents including Environmental Impact Reports (EIR) and Mitigated Negative Declarations (MND) for complex development projects such as the proposed multi-family residential development at 1355 California Circle approved by City Council in late 2023. Additionally, CEQA consulting firms bring specialized expertise and experience in navigating the complexities of environmental regulations and compliance and offer the wide range of technical experts needed to prepare environmental documents in a timely manner, which is critical for the success of development projects.

After the Planning Department reviewed and ranked the consultants, the Department has selected six firms to provide consulting services. The consultants have demonstrated they are the most qualified, responsive, and advantageous to the City. The firms chosen are as follows:

- LSA Associates, Inc.
- Michael Baker International
- Impact Sciences, Inc
- First Carbon Solutions
- Moore, Iacofano and Goltsman (MIG), Inc
- Ascent Environmental, Inc

The Master Service Agreements each have a term of five years and maximum budgetary allocation of \$1,000,000 per consulting firm. The City will enter into Master Professional Service Agreements with each of the six firms. These agreements have been included in this agenda report as an attachment.

The cost to prepare CEQA and NEPA documents for specific projects will remain the responsibility of the applicant, developer, property owner, or other authorized representative on behalf of the project sponsor, who will pay the City for any costs incurred under these master services agreements for work done for any given project. The City will not incur any costs under these agreements except for costs associated with City capital improvement projects.

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve and authorize the City Manager to execute a Master Professional Service Agreement with identified consulting firms and request proposals for environmental services on a project-by-project basis.

Pros: None.

Cons: Without on-call environmental consultants, the City would have no immediate access to environmental expertise. Therefore, the City would have to prepare and issue a Request for Proposal (RFP) for every environmental document required for each development project under CEQA, resulting in significant additional staff time and cost to the City. Furthermore, this inefficiency in facilitating the environmental review process would result in inefficiencies in the development review process and disincentivize new development.

Reason for Not Recommending: This approach is not recommended because it would create inefficiencies and require additional staff time and cost to prepare a Request for Proposal (RFP), select a firm, and prepare and execute a project-specific professional services agreement. Furthermore, this process could become problematic because development applications are subject to State-mandated processing deadlines, and the time to prepare and execute a professional services agreement for each project would jeopardize the City's ability to comply with those deadlines. Finally, this alternative is not recommended because the City would not have immediate access to alternate firms should the availability or resources of the selected firm change. Instead, the City would have to prepare and release another RFP and undertake the selection process again, using additional staff time and incurring additional costs.

FISCAL IMPACT:

Payment for all CEQA services will be the responsibility of the applicant, developer, property owner, or other authorized representative on behalf of the project sponsor. Money is collected from the developer prior to contract issuance with the designated CEQA consultant. Payment for services related to a City-initiated capital improvement projects will be the responsibility of the City.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

Approving and authorizing the City Manager to execute Master Professional Services Agreements with the selected consulting firms in not a "project" as defined in Section 15378 of the CEQA Guidelines and, therefore, no environmental review is required.

RECOMMENDATION:

Approve and authorize the City Manager to execute Master Professional Service Agreements with LSA Associates, Inc; Michael Baker International; Impact Sciences, Inc; First Carbon Solutions; Moore, Iacofano

and Goltsman (MIG), Inc; and Ascent Environmental, Inc for up to \$1,000,000 each for on-call environmental services.

ATTACHMENT(S):

- (a) Master Professional Services Agreements for On-Call Environmental Consultant Services (LSA)
- (b) Master Professional Services Agreements for On-Call Environmental Consultant Services (Michael Baker)
- (c) Master Professional Services Agreements for On-Call Environmental Consultant Services (Impact Sciences)
- (d) Master Professional Services Agreements for On-Call Environmental Consultant Services (First Carbon)
- (e) Master Professional Services Agreements for On-Call Environmental Consultant Services (MIG)
- (f) Master Professional Services Agreements for On-Call Environmental Consultant Services (Ascent)

**MASTER SERVICES AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND LSA ASSOCIATES INC**

This Agreement is made and entered into as of _____ (“Effective Date”) by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”), and **LSA Associates, Inc.** a California corporation with its principal place of business at **3210 El Camino Real, Suite 100, Irvine, CA 92602** (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

On-Call Environmental Services

(hereinafter referred to as “the Project”).

B. Contractor submitted its qualifications to City to provide **On-Call Environmental Services** on an as-needed basis and is one of several Consultants selected by City to provide services. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit A.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the rates set forth in the Schedule of Charges set forth in Exhibit B.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Million Dollars and Zero Cents (\$1,000,000.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time

schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement term and for four (4) years from the date of final payment under the Agreement for inspection by City.

5. Term.

The term of this Agreement shall be from **the Date first written above to December 15, 2027**, unless earlier terminated as provided herein. The City reserves the right to review the Consultant's performance at the end of each year and cancel all or part of the Agreement.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, transfer, or subcontract this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit D (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents (\$1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all

subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

16. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

c. The Consultant understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of Agreement term. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. City budget decisions are subject to the discretion of the Mayor and City Council. Consultant's assumption of risk of possible non-

appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

17. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Organization

Consultant shall assign **Theresa Wallace** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Milpitas

455 E. Calaveras Boulevard

Milpitas, California 95035

Attn: Jay Lee, Planning and Neighborhood Services
Director

CONSULTANT:

LSA Associates, Inc.

157 Park Place

Point Richmond, CA 94801

Attn: **Theresa Wallace**, Principal

and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party

acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. Time of Essence

Time is of the essence for each and every provision of this Agreement.

28. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

30. Wage Theft Prevention

a. Consultant, and any subconsultant it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance.

b. BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO

EXECUTING THIS AGREEMENT THAT CONSULTANT OR ITS SUBCONSULTANTS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONSULTANT AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONSULTANT OR ITS SUBCONSULTANT(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

c. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Consultant or a subconsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Consultant learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Consultant shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Consultant or its subconsultant(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Consultant or its subconsultant is subject to a payment or other alternative plan, the Consultant or its subconsultant shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

d. For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

e. Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

f. Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR MASTER SERVICES AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND LSA ASSOCIATES INC**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF MILPITAS

Approved By:

Ned Thomas, City Manager

Date

Approved As To Form:

Michael Mutalipassi, City Attorney

Approved:

Lauren Lai, CPA, MPA
Finance Director/Risk Manager

Approved As To Content:

Jay Lee, Planning and Neighborhood Services
Director

LSA ASSOCIATES INC

Signature

Anthony Petros

CEO
Title

Date

Signature

Justin Cary

CFO
Title

Date

EXHIBIT A

Scope of Services

In accordance with the California Environmental Quality Act (CEQA), the City of Milpitas has adopted the CEQA Guidelines as its procedures for the review of development projects and other activities to ensure that the environment of the State is protected and enhanced. Pursuant to these procedures, the City anticipates that the preparation of environmental document(s) will be required for potential future projects.

The Contractor will provide a variety of professional services and prepare environmental documents (such as Environmental Impact Reports, Mitigated Negative Declarations, Negative Declarations, Initial Studies, and/or technical studies) in compliance with the requirements of CEQA as well as the National Environmental Policy Act (NEPA).

Typical environmental impacts which will need to be assessed include but are not limited to:

- Aesthetics
- Air Quality
- Climate Change/Global Warming
- Geology and Soils
- Hydrology and Water Quality
- Mineral Resources
- Population and Housing
- Recreation
- Utilities and Service Systems
- Agricultural Resources
- Biological Resources
- Cultural Resources
- Hazards and Hazardous Materials
- Land Use and Planning
- Noise
- Public Services
- Transportation/Traffic
- Cumulative Impacts

The Contractor will provide the following:

A. Assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City of Milpitas staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.

B. Communicate and coordinate with specialized environmental consultants and City staff and other City consultants as necessary.

C. Provide a full range of environmental consulting services capable of meeting the needs of any given private development or City initiated project.

D. Provide the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.

E. Sub-consultants may be utilized for various technical reports. The City reserves the right to require the use of approved sub-consultants, particularly with respect to traffic/transportation reports, and not permit the use of sub-consultants that have not been approved; and

F. Provide CEQA training presentation to the Milpitas City Council and the Planning Commission once during the contract period, at no cost to the City of Milpitas.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials Agreement.

In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Million Dollars and Zero Cents (\$1,000,000.00)**

[Contractor Rate Sheets on Following Page]



IV.K Proposed Compensation

September 15, 2023

Michael Fossati, Senior Planner
City of Milpitas
Purchasing Division
455 E. Calaveras Blvd.
Milpitas, CA 95035-5411

Subject: Proposed Compensation (Rate Sheet) to Provide On-Call Environmental Services
(24-019)

Dear Mr. Fossati:

In accordance with the Request for Proposal (RFP) instructions for the Vendor Questionnaire, "IV.K Proposed Compensation" section, LSA has provided our rate schedule for the duration of the contract on the following pages. Our rate schedule includes everything necessary for the completion of all Services or otherwise fulfillment of the on-call agreement including but not limited to furnishing all labor, materials, equipment, tools, facilities and all management, overhead expenses and profit required to complete the anticipated services.

On behalf of the LSA Team, we look forward to continuing our relationship with the City of Milpitas. Should you require further information or have any questions regarding our rate sheet, please do not hesitate to contact our proposed Project Manager, Matthew Wiswell, AICP, at 510-236-6810 or Matthew.Wiswell@lsa.net. This Proposed Compensation section is signed by Anthony Petros, Chief Executive Officer, who is authorized to bind LSA to this contract.

Sincerely,

LSA Associates, Inc.

Anthony Petros
Chief Executive Officer (CEO)

Theresa Wallace, AICP
Principal

Attachment: Proposed Compensation (Standard Rates Sheet)



Upon receipt of a request for CEQA services, LSA will provide a cost estimate in the form of a spreadsheet that details tasks by assigned personnel (hours/rate). LSA's standard billing rates by classification and LSA's in-house billing rates by classification and in-house direct expenses are shown below in **Tables A and B**. Key staff individual hourly rates are shown in **Table C**. As rates are reviewed annually, the rates shown below are subject to escalation.

Table A: LSA Hourly Billing Rates Effective June 2023							
Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$189–320
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$137–263
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resources Manager/ Paleontologist	Senior Biologist/ Botanist/Wildlife Biologist/ Ecologist/ Soil Scientist/ Herpetologist/ Arborist	Senior GIS Specialist	\$121–210
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/ Noise Specialist/ Noise Engineer/ Climate Change Specialist	Cultural Resources Manager Archaeologist/ Architectural Historian/ Paleontologist	Biologist/Botanist/ Wildlife Biologist/ Ecologist/ Soil Scientist/ Herpetologist/ Arborist	GIS Specialist	\$89–173
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/ Noise Analyst	Cultural Resources Analyst	Assistant Biologist/ Botanist/Wildlife Biologist/ Ecologist/ Soil Scientist/ Herpetologist/ Arborist	Assistant GIS Specialist	\$89–131
Field Services							
Senior Field Crew/Field Crew							\$89–110
Office Services							
Graphics							\$131–158
Marketing							\$121–205
Office Assistant							\$89–142
Project Assistant							\$110–142
Research Assistant/Intern							\$79
Word Processing/Technical Editing							\$110–137
1. The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications. 2. Hourly rates are subject to review at least annually and may be adjusted to reflect changing labor costs at LSA's discretion at that time.							

**Table B: LSA In-House Direct Costs Effective June 2023¹**

Description		Unit Cost	Description		Unit Cost
Reproduction	(8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument		\$50.00 per day
Reproduction	(8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)		\$25.00 per day
Reproduction	(11 x 17) B/W	\$0.10 per page	Laser Rangefinder		\$25.00 per day
Reproduction	(11 x 17) Color	\$0.75 per page	Sound Meter		\$75.00 per day
CD Production		\$5.00 per CD	Sound Meter with Velocity Transducer		\$85.00 per day
USB Flash Drive		\$5.00 per drive	Aerial Photo		Cost
Plotting		\$3.75 per sq. ft.	Boat Rental		\$125.00 per day
Aerial Drone		\$200.00 per day	Water Quality Meter		\$25.00 per day
Mileage On-Road		Current federal rate	Night Vision Goggles		\$50.00 per unit per night
Mileage Off-Road		Current federal rate	Wildlife Camera		\$25.00 per day
GPS Unit		\$75.00 per day			

¹ Direct costs shall be reimbursed at cost plus 10 percent.

LSA has in-depth experience in conducting successful monthly project accountability over a long-term planning effort. LSA uses Deltek VantagePoint accounting software for both its project management and accounting functions. Deltek VantagePoint is a fully integrated project management and accounting software developed for the architecture, planning, and engineering industry that is auditable, secure, and provides our project managers with real-time access to data and the ability to track hours and costs according to client specifications.

Table C: Key Staff Individual Hourly Rates

LSA Key Personnel Name & Title / Role	Individual Hourly Rate
Theresa Wallace, AICP, Principal Role: Principal In Charge	\$295
Matthew Wiswell, AICP, Senior Environmental Planner Role: Project Manager	\$160
Shanna Guiler, AICP, Associate Environmental Planner Role: Potential Project Manager	\$195
Ashley Honer, Environmental Planner Role on Contract: Environmental Planning	\$135
Lauren Peachey, Assistant Environmental Planner Role on Contract: Environmental Planning	\$110
John Kunna, Associate Biologist Role on Contract: Biological Resources	\$180
Ivan Strudwick, RPA, Associate Archaeologist Role on Contract: Cultural Resources	\$195

**Table C: Key Staff Individual Hourly Rates**

LSA Key Personnel Name & Title / Role	Individual Hourly Rate
Michael Hibma, Associate Architectural Historian/Historian Role on Contract: Historic Resources	\$150
Sarah Rieboldt, Ph.D., Associate Paleontologist Role on Contract: Paleontological Resources	\$195
Cara Cunningham, Associate Environmental Planner Role on Contract: Air Quality/Greenhouse Gas	\$180
John T. (J.T.) Stephens, Principal Noise Specialist Role on Contract: Noise	\$240
Dean Arizabal, Principal Transportation Planner Role on Contract: Transportation/Mobility	\$250
Pam Reading, Principal Environmental Planner Role on Contract: Water Quality/Hydrology and Agricultural Resources	\$275
Greg Gallagher, Associate GIS Unit Manager Role on Contract: Geographic Information System (GIS)	\$160

As rates are reviewed annually, the individual rates shown above are subject to escalation.

We have provided rate sheets for our proposed subconsultants below (should their services be needed) for this contract.



Subconsultant Rates – Baseline Environmental Consulting



STANDARD SCHEDULE OF FEES January 2024

LABOR

Principal Environmental Engineer	\$ 225.00/hour
Principal Hydrogeologist.....	\$ 225.00/hour
Senior Environmental Engineer	\$ 205.00/hour
Senior Field Geologist	\$ 190.00/hour
Project Engineer/Geologist/Scientist	\$ 180.00/hour
Senior Staff Engineer/Geologist/Scientist	\$ 170.00/hour
Staff Engineer/Geologist/Scientist	\$ 160.00/hour
Project/Contract Administration	\$ 135.00/hour
Graphics	\$ 135.00/hour
Word/Data Processing.....	\$ 130.00/hour

DIRECT COSTS

Mileage	IRS rate
Subcontractors.....	Cost + 15%

MATERIALS AND EQUIPMENT

Aerial Drone Usage & Image Processing	\$ 100.00/day
Bailer	\$ 15.00 each
Bladder Membrane.....	\$ 15.00/each
Bladder Pump Controller (MP10)	\$ 75.00/day
Bladder Pump	\$ 50.00/day
EnCore Vials	\$ 12.50 each
Field Camera	\$ 15.00/day
Field Computer	\$ 25.00/day
Field Vehicle	\$ 65.00/day
GW Filters	\$ 15.50/each
Industrial Hygiene/Site Safety Equipment.....	\$ 40.00/day
Laser Leveler	\$ 50.00/day
Locking Well Plugs/Caps	\$ 40.00 each
Locks	\$ 20.00 each
Low Flow Sampling (bladder pump/multi-parameter meter/water level meter)	\$ 255.00/day
Multi Parameter Meter	\$ 75.00/day
Noise Meter	\$ 120.00/day
Peristaltic Pump.....	\$ 50.00/day
Photoionization Detector (PID).....	\$ 110.00/day
Poly Tubing	\$ 0.75/foot
Purge Sampling (peristaltic pump/multi-parameter meter/water level meter)	\$ 180.00/day
Roto Hammer/Coring Machine	\$ 100.00/day
Rotometer.....	\$ 2.00/day
Soil Sample Containers	\$ 7.50 each
Soil Sample Tool, Hand Auger, Slide Hammer	\$ 60.00/day
Traffic Control (signs, cones, barricades)	\$ 25.00/day
Water Level Meter/Interface Probe	\$ 30.00/day
Water Level Pressure Transducer	\$ 35.00/day
Well Development Tools	\$ 40.00/day

Note: Rates subject to change without notice.



Subconsultant Rates – Ninyo & Moore

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 250
Senior Engineer/Geologist/Environmental Scientist	\$ 235
Senior Project Engineer/Geologist/Environmental Scientist	\$ 220
Project Engineer/Geologist/Environmental Scientist	\$ 210
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 200
Staff Engineer/Geologist/Environmental Scientist	\$ 180
GIS Analyst	\$ 160
Technical Illustrator/CAD Operator	\$ 140

Field Staff

Certified Asbestos/Lead Technician	\$ 220
Field Operations Manager	\$ 150
Nondestructive Examination Technician (UT, MT, LP)	\$ 145
Supervisory Technician	\$ 140
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 135
Senior Technician	\$ 135
Technician	\$ 130

Administrative Staff

Information Specialist	\$ 120
Geotechnical/Environmental/Laboratory Assistant	\$ 120
Data Processor	\$ 95

Other Charges

Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
Field Equipment	\$ 12/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Field Vehicle	\$ 15/hr
Expert Witness Testimony	\$ 450/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.



Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation - Time Rate, D 2435, CT 219	\$ 200
Direct Shear - Remolded, D 3080	\$ 350
Direct Shear - Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 6913, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rook Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 6913, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D, D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x2 cube compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyrotory Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleanliness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninny & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



Subconsultant Rates – Hexagon



Hexagon Transportation Consultants, Inc.

Hexagon 2023 - 2027 Billing Rates

Professional Classification	Rate Per Hour				
	2023	2024	2025	2026	2027
President	\$315	\$330	\$345	\$365	\$380
Principal	\$270	\$280	\$290	\$310	\$330
Senior Associate II	\$250	\$260	\$270	\$290	\$305
Senior Associate I	\$230	\$240	\$250	\$265	\$280
Associate II	\$210	\$220	\$230	\$245	\$255
Associate I	\$185	\$195	\$205	\$215	\$225
Planner/Engineer II	\$165	\$175	\$185	\$190	\$200
Planner/Engineer I	\$135	\$140	\$145	\$155	\$165
Admin/Graphics	\$115	\$120	\$125	\$135	\$140
Senior CAD Tech	\$100	\$105	\$110	\$115	\$120
Technician	\$80	\$85	\$90	\$90	\$95

Direct expenses are billed at actual costs, with the exception of mileage, which is reimbursed at the current rate per mile set by the IRS.

EXHIBIT C
Activity Schedule

[RESERVED]

EXHIBIT D

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.**

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor’s or Consultant’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

☐ Coverage at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

☒ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

☐ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

 Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

 Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

 X Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

 (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

 Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

 X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

 Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's or Consultant's Pollution Legal Liability:

____ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

____ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor or Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

____ Bid Bond
____ Performance Bond
____ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its elected and appointed officials, officers, attorneys, agents employees and volunteers as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

X Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials,

officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor or Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope

of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Exhibit E

[Consultant Execution Plan on Following Page]



IV.I Execution Plan

Executive Summary and Understanding of Anticipated City Project Needs

LSA understands that the City of Milpitas Planning Department (City) is seeking consultants to provide on-call environmental consulting services for City-initiated and private projects for a 5-year period and that as a consulting team, we may be asked to provide a variety of professional services and prepare environmental documents, such as Environmental Impact Reports (EIRs), Mitigated Negative Declarations (MNDs), Negative Declarations (NDs), Initial Studies (ISs), Categorical Exemptions (CEs), and/or technical studies in compliance with the requirements of the California Environmental Policy Act (CEQA) as well as the National Environmental Policy Act (NEPA). We also understand that typical environmental impacts which will need to be assessed may include but are not limited to: aesthetics; air quality and climate change/global warming; geology and soils; hydrology and water quality; mineral resources; population and housing; recreation; utilities and service systems; agricultural resources; biological resources; cultural resources; hazards and hazardous materials; land use and planning; noise; public services; transportation/traffic; and cumulative impacts. **LSA has been providing multidisciplinary consulting services since our firm's founding in 1976, and for over 47 years we have provided environmental services to hundreds of public- and-private-sector clients throughout California.** LSA has successfully completed numerous environmental review documents under contract to lead agencies for residential projects, infill projects, mixed use projects, transit-oriented development projects, and public works-related projects. Environmental planning has been the cornerstone of our professional practice, and we are thoroughly knowledgeable about the processes, procedures, and technical requirements of CEQA.

We have established a well-qualified team of technical experts that can address the anticipated services as outlined in the City's Request for Proposal (RFP) that may be required for projects or task orders as they arise over the contract period.

LSA's Typical Workplan Approach to Providing On-Call Services

We understand that an on-call assignment requires an "on-call" obligation. Building upon LSA's prior and current experience with on-call contracts, the LSA team for this contract will act quickly; be responsive, knowledgeable, and ready for a myriad of possible requests that may need to be addressed concurrently; and be solution-oriented in order to help City staff accomplish project goals. LSA is equipped with the size and depth of staff and experience to promptly respond to any requests for services from the City, including multiple requests at one time due to our familiarity with the City's environmental review processes.

LSA has a great deal of experience in undertaking the review and analysis of projects for which the environmental analysis may be tiering off a program EIR and/or preparing CEQA analysis documents of all kinds. LSA staff members embody the qualities a consultant must have to successfully undertake planning, environmental review assignments, and technical studies on an on-call basis, including:



1. An ability to quickly gain an understanding of the local environment (both physical and political);
2. A strong anticipatory project management style that facilitates informed decision-making about key issues and the level of effort needed to address them;
3. An ability to work effectively and efficiently with City staff, project proponents, and the public;
4. A strong commitment to identifying and closely adhering to realistic schedules, work scopes, and budgets; and
5. A willingness to be flexible and responsive to the demands and needs of a particular project.

- 1 Understanding Local Environment
- 2 Strong Project Management
- 3 Quick Identification of Key Issues
- 4 Informed Decision-Making
- 5 Comprehensive Documentation
- 6 Informative Graphics
- 7 Work Efficiently with City Staff
- 8 Work Effectively with Community
- 9 Realistic Schedule and Budget
- 10 Flexibility and Responsiveness

We are committed to implementing these characteristics of LSA's approach for every project we undertake. We often hear from our clients that these are the aspects of our approach that they appreciate most and that set us apart from other environmental and planning consultants.

Once we are tasked with reviewing a project and/or conducting environmental review for a particular project, we will initiate the effort by gathering as much initial information as we can about the project from City staff, the project application, a site visit, and the project applicant and its architect or engineer. We will then prepare a detailed scope of work, a schedule, and a budget for the appropriate CEQA document which will be determined in consultation with City staff. The typical timeline for preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) may be approximately 4 to 6 months, and preparation of an EIR may be approximately 8 to 12 months depending on the project circumstances and the complexity of the required review.

Our work programs and products are designed to achieve the following key objectives:

- Maximize the use of environmental data that have already been assembled for the project site – we will not reinvent the wheel at the City or applicant's expense.
- Make the CEQA document as accessible and relevant as possible through thoughtful and concise writing and the use of data-rich graphics.
- Complete an environmental review process that provides informative outreach to the community and agencies throughout the environmental review process.
- Complete a CEQA document that provides clear and concise information and level of analysis, is legally sound, and provides the public, agencies, and the City's decision-makers with a complete understanding of the potential environmental consequences of the project.

We have a proven ability to identify issues early in the process and work diligently with the project team to develop effective solutions. The technical experts on our team will conduct their analysis to meet the standards and methodologies of the City; they also understand that there may be multiple approaches to address issues and meet standards. LSA project managers have a proven ability to discuss multiple approaches and objectives with the City, legal staff, and applicant (as necessary) and come to an agreement on the approach that best meets the City's needs for complying with State law and the requirements of the decision-makers. LSA's depth of staffing resources and established relationships with potential subconsultants beyond this core project team will enable LSA to respond to any number of task



orders that may be requested over the duration of the contract. **Our proposed Principal in Charge, Theresa Wallace, AICP, and our proposed Project Manager, Matthew Wiswell, AICP, understand the need to assign the most appropriate staff for each specific task order and will delegate responsibilities as appropriate to best serve the interests of the City.**

LSA's Approach to Providing On-Call Environmental Services to the City of Milpitas

Our approach to providing environmental consulting services involves understanding the City's issues of concern and the specific assignment, **applying years of CEQA experience to assembling an efficient team focused on the critical issues, and managing the project to the City's satisfaction, with close attention to producing a quality product within the agreed-upon schedule and budget.**

Our primary objective is to complete a CEQA document that provides clear and concise information and level of analysis, is legally sound, and provides the public, agencies, and the City's decision-makers with a complete understanding of the potential environmental consequences of the project.

The City of Milpitas seeks to prequalify consultants who can provide environmental services on an on-call basis. LSA would like to be considered for the following services:

- Assisting City staff in managing the environmental processing for private development projects and City-initiated projects;
- Preparation of environmental documents, including CEs, Addendums, ISs, NDs, MNDs, and EIRs;
- Preparation of environmental technical studies, including air quality/greenhouse gas emissions analyses; noise analyses; biological surveys and permitting; and cultural resources studies;
- Communicating and coordinating with specialized environmental consultants and City staff and other City consultants as necessary and providing CEQA training presentations to the Milpitas City Council and the Planning Commission once during the contract period; and
- Participation at public hearings and assistance with public outreach associated with the environmental review process.

We understand that the City may execute five on-call agreements for a 5-year period, and as projects are received that require environmental review and technical services, the City will request a scope and cost proposal from firm(s) on the list. Potential projects are expected to include a wide variety of private or City-initiated development projects, and LSA has provided the City with services for similar projects over the course of our last few on-call contracts with the City.

We have outlined a detailed sample workplan based off of similar contracts below.

LSA will prepare a scope of work and cost estimate for consideration. LSA will evaluate each specific project to meet the requirements of CEQA, as needed. Our team of experts will work with City staff to determine the appropriate environmental clearance document and/or supporting studies required for each individual project. LSA has extensive experience preparing CEs, IS/MNDs, and EIRs for a variety of projects, including all potential land use projects from mixed-use developments and housing developments to City infrastructure, parks, schools, roads, and trails projects.

LSA will manage the environmental review effort and maintain close contact with City staff throughout the environmental review process. LSA will be responsible for preparing and distributing the CEQA



document, evaluating public and agency CEQA related comments received, preparing responses to comments on the CEQA document, and attending and presenting information at public hearings related to the environmental review process.

For projects qualifying for a CE, LSA will document the determination for the exempt status in a Notice of Exemption, accompanied by a supporting memorandum. The supporting memorandum will describe how the proposed project meets the conditions for the specific class of exempt projects identified in the *State CEQA Guidelines*, Sections 15301–15332, and include a discussion of why the individual exceptions (e.g., issues related to location, cumulative impacts, significant environmental effects, scenic highways, hazardous waste sites, or historical resources) do not apply.

For other projects, an Initial Study will be prepared in accordance with CEQA and the *State CEQA Guidelines* and will utilize the City's Checklist Form (based on Appendix G of the *State CEQA Guidelines*). The document will include the detailed project description developed as part of the project initiation task and summarized responses to each of the checklist questions. LSA will conduct an analysis of the project's impacts in the following topical areas:

- Aesthetics
- Agriculture and forestry resources
- Air quality
- Biological resources
- Cultural resources
- Energy
- Geology and soils
- Greenhouse gas emissions
- Hazards and hazardous materials
- Hydrology and water quality
- Land use and planning
- Mineral resources
- Noise
- Population and housing
- Public services
- Parks and recreation
- Transportation
- Tribal resources
- Utilities and service systems
- Wildfire

LSA will typically prepare three drafts of the IS, including an Administrative Draft, a Screencheck Draft, and a Public Review Draft. Upon completion of the Administrative Draft, LSA will make a recommendation as to whether an MND or EIR should be prepared. Digital versions of all drafts (in Word and portable document format [PDF] files) will be submitted to the City for review and comment. LSA will also coordinate with the City to distribute the public review draft documents pursuant to CEQA and City review procedures. LSA will review any public and agency comments received during the public review period and prepare responses, as necessary. LSA will also prepare a Mitigation Monitoring and Reporting Program (MMRP). The MMRP will list mitigation measures that are recommended in the environmental document and provide standards and timelines for monitoring these measures. LSA will also assist with all noticing to the State Clearinghouse. LSA produces legally sound CEQA documents that are written in a manner that makes them easy to read and understandable to a diverse audience including planners, designers, attorneys, decision-makers, members of the community, and local interest groups. We provide informative graphics to support the analysis and make the documents easier to read. We also strive to provide adequate background information to help interested individuals and community interest groups understand topics that do not always fall within the legal requirements of CEQA.

LSA is available to assist staff with the preparation of staff reports and presentations for public hearings and agendas and minutes for team meetings. We routinely assist staff with public noticing, findings/statements of overriding considerations, and presentations for public hearings. We are adept at responding to questions from decision-making bodies about complex projects and planning issues.



LSA's Schedule and Cost Control Commitment

LSA is committed to providing high-quality services to its clients when it comes to all aspects of a project or task order, including scoping, budget, and scheduling; coordination with technical staff, clients, and subconsultants; preparing documents that meet the highest standards for analysis and regulatory compliance; and internal review of all work products.

Meeting the client's schedule is a primary focus of project management for all work undertaken by LSA. We seek to initiate the planning and review process with a clear understanding of the realistic dates for the receipt of analyses and the completion of technical studies that are key milestones on the critical path for completing the project. We take a very proactive approach to managing our technical subconsultants to ensure that they are committed to meet the agreed-upon project schedules. It is our policy that if we identify serious concerns that jeopardize the adequacy of our analysis, we immediately notify the client to discuss possible solutions and the effect of these solutions on the schedule. On a weekly, monthly, and quarterly basis, our planning staff conducts workload meetings to determine work assignments by individual staff and to allocate resources to ensure that we meet agreed-upon deadlines.

Conducting all steps necessary for creation and approval of the required environmental review requires not only strict adherence to established timelines and schedules of the project, but also close management of costs associated with the project. To this end, LSA employs several management tools including topic-specific budgeting tables, subconsultant progress updates, and regularly scheduled budget reporting and updates to the client to accurately track and monitor the overall budget through to project completion. Operating within the budget and schedule constraints of the project enables LSA to deliver the highest-quality product within the agreed-upon timeline and financial limits. LSA prepares budgets that are realistic for the scope of services to be performed and verifies that the amounts we bill are in line with our budget and work performed each month. We deal promptly with requests for out-of-scope work or work at a level not anticipated in our approved scope.

LSA's Established Quality Assurance and Quality Control Procedures

LSA maintains high quality throughout the life of each project, not merely at the end of the project. LSA's overall goal is to improve quality on each subsequent project. This requires implementation of strategies to improve quality at the very beginning of each project and carrying those strategies throughout a project and beyond. LSA's Quality Control Plan and Procedures include these specific management tasks:

- Assign the most appropriate Project Manager to the project and ensure that person's availability throughout the project.
- During contract negotiations, the LSA Project Manager and Principal in Charge, along with the client, will systematically review the work program to ensure that all parties have a clear understanding of the project objectives and scope of work.
- Assign a project team with experience in the area and/or on similar projects and ensure staffing availability.
- Include Principal review of all work performed prior to submittal to the client. Principal review ensures that LSA's study methodology, analysis, and conclusions are sound and that quality standards are met.
- Ensure that applicable agency standards, policies, and procedures are understood and adhered to by all project team members.



- Ensure timely completion of project deliverables.
- Review project status with the client at regular project intervals to ensure implementation of the original scope of work and harmonious functioning of all team members. Identify any potential conflicts with schedule or budget due to potential changes in scope or client direction.
- Review performance with the client on a regular basis to make any adjustments required for successful project completion and to determine improvements for future projects.

Per the City's Q&A, dated September 1, 2023, we have included our Work Samples and our Analytical Resources overview below. We acknowledge that the City requires this information to be placed in Section "IV.I Execution Plan".

LSA's Work Samples

LSA is currently undertaking or has successfully completed numerous environmental documents, including comprehensive and focused project- and program-level EIRs, supplemental and subsequent CEQA documents, IS/MNDs, exemptions, technical reports, and planning documents for projects with characteristics comparable to the services that are required for this assignment. The following project examples linked below highlight our experience with redevelopment activities occurring within existing commercial and industrial settings, projects streamlining from previous CEQA documents, and large multi-block sites or campus-like environments. The topics of land use compatibility, site circulation and access, natural resources, visual resources, noise, and historic resources were common areas of focus. Theresa Wallace and Matthew Wiswell served as the management team for all of the projects below and represented the LSA team at all internal meetings and public hearings.

As requested in the RFP, we have provided two complete final CEQA documents (a Draft EIR as circulated to the public and response to comments and a consistency analysis for a project within a specific plan) that our firm has prepared within the past 2 years.

- [Menlo Flats Project Focused Environmental Impact Report](#)
- [Alexandria Center for Life Science CEQA Memorandum](#)

LSA's Relevant Services / Analytical Resources Pertaining to this Contract

LSA's environmental staff includes expert CEQA and NEPA practitioners who have prepared thousands of EIRs and Environmental Impact Statements (EISs), ISs, NDs, MNDs, MMRPs, various technical studies, and CEs to support planning efforts throughout the State. **LSA produces legally sound CEQA and NEPA documents** that are written in a manner that makes them easy to read and understandable to a diverse audience including planners, designers, attorneys, decision-makers, members of the community, and local interest groups. We provide informative graphics to support the analysis and make the documents easier to read. LSA also strives to provide adequate background information to help interested individuals and community interest groups understand topics that do not always fall within the requirements of CEQA and NEPA (e.g., socioeconomic issues, policy consistency).

Working with specialists across disciplines, LSA's environmental project managers offer deep knowledge of science and regulations, solid problem-solving skills, and well-rounded solutions. This balanced approach has earned LSA a reputation for thorough, credible, objective analysis that meets agency requirements without compromising clients' objectives. **LSA's CEQA and NEPA teams are supported by a**



wealth of in-house technical specialists. For purposes of this proposal, the following disciplines are highlighted: environmental analysis and documentation, land-use planning, biological resources and regulatory permitting, cultural resources (including archaeology, paleontology, and historic resources), air quality/GHG and climate change, noise and vibration, water quality, and transportation/traffic.

Analytical Resources. LSA offers the most current software/programs for environmental analysis, as well as state-of-the-art word processing and graphics capabilities. We regularly review both our physical and electronic equipment used for projects to make sure we are as efficient and cost effective as possible for our client. Recently, we upgraded our Deltek system used for project management to VantagePoint. This system allows the Project Managers to monitor the health of their projects in real time from planning and budgeting to managing resources, all in an intuitive format, which increases productivity. Our staff also utilizes up-to-date equipment and technology, including Geographic Information Systems (GIS) and unmanned aerial vehicles (UAVs, or drones), to map and analyze environmental data and information.

The following is a brief introduction to **LSA's areas of specialization as they pertain to this contract:**



Environmental Analysis and Planning. LSA's Environmental Planning Group offers broad expertise in environmental analysis and guides projects through all aspects of CEQA and NEPA compliance documentation. Working across multiple technical disciplines, our staff members combine their knowledge of science and regulations with creative problem-solving skills to provide solutions that are innovative, practical, and efficient. LSA offers highly skilled and responsive support to both public- and private-sector clients. This experience includes the preparation of a wide range of CEQA/NEPA documents, including EIRs, EISs, Environmental Assessments (EAs), MNDs/NDs, Initial Studies, MMRPs, Findings of No Significant Impact, CEs, addenda to adopted/certified environmental documents, and numerous technical studies.

Our planners use their thorough understanding of CEQA and decades of analogous projects to craft environmental documentation that is efficient, technically sound, and resilient to challenges. This process streamlines documentation and focuses on the analysis, all while ensuring that the resulting documentation is legally robust and defensible. This expertise includes coordination with local, State, federal, and other governmental agencies; managing public participation programs; issuing necessary legal notices; and incorporating each document into the relevant planning process.



Biological Resources. We provide a full range of biological services including special-status species surveys, biological assessments, and mitigation plans for listed plants and animals; wetland assessments, wetland delineations, regulatory permits, and wetland mitigation; riparian revegetation/restoration; biological resource sections of CEQA documents; tree surveys and arborist reports; botanical surveys for special-status plants and vegetation mapping; wildlife surveys for special-status species, habitat assessments and modeling, and mitigation plans; and geographic information system mapping.

LSA also maintains a number of Section 10 permits for scientific research on various listed species that must be handled during sampling or monitoring. In



addition, staff biologists maintain California scientific collector permits to conduct monitoring and sampling work. We regularly conduct construction monitoring and interact with contractors to ensure compliance with regulatory agency permit conditions and CEQA mitigation measures.



Cultural, Tribal, and Historic Resources. We help navigate the full spectrum of federal, State, and local environmental review requirements governing the management and preservation of cultural resources. LSA's Cultural Resources Group is made up of a diverse and highly qualified core group of archaeologists, tribal consultants, and historic preservation specialists with extensive experience in the management of cultural resources throughout California. LSA assists its clients with compliance on projects dealing with CEQA, NEPA, and the National Historic Preservation Act (NHPA). LSA has earned a reputation for employing innovative techniques and developing new technologies to protect resources and manage projects. LSA understands that only projects conducted in native sediment or in areas with buildings greater than 50 years old will require cultural or historic resource work. All staff archaeologists at LSA either meet or exceed the Secretary of the Interior's Qualification Standards, and staff archaeologists with master's degrees are Registered Professional Archaeologists (RPAs). LSA's specialists address regulatory requirements pertaining to archaeology, architectural history, local and regional history, cultural landscapes, Native American consultation, and traditional cultural properties. Additionally, LSA supports public agency staff in meeting their tribal consultation requirements under Assembly Bill 52 and Senate Bill 18 and engages in Section 106 Native American consultation with many Native American groups in California.



Paleontological Resources. Paleontological resources (i.e., fossils) include the preserved remains of past life and are protected by various federal, State, and local regulations and requirements. LSA has provided professional paleontologists for projects throughout the western United States since 1979 and supports its knowledge of the regulatory framework with region-specific expertise, professional certifications, and fully appointed laboratory facilities.



Transportation/Traffic. Our transportation staff offers comprehensive transportation planning and engineering services for all aspects of transportation projects. These services include traffic and parking studies, operational analyses, and transportation planning research. In addition, LSA conducts modeling for regional transportation networks, identifies roadway funding and cost sharing opportunities, and assesses traffic impact and parking conditions. LSA's transportation team is recognized for its creative, solution-oriented approach and its sensitivity to communities, and has supported local communities with alternative transportation planning and active transportation implementation. LSA has also been part of the discussion regarding numerous State and regional mobility issues, such as Complete Streets, General Plan Circulation requirements, Long-Range Transportation planning, and land use and transportation integration (Senate Bill 375).



Air Quality/Greenhouse Gas Emissions and Climate Change. Our Air Quality and GHG Group provides comprehensive air quality services to ensure compliance with CEQA, NEPA, and local requirements. Services range from construction-level analyses of transportation and development projects to the assessment of planning documents and studies of unique sources of air pollution. LSA's air quality and climate change services are responsive to evolving State and federal standards, recent case law, and scientific literature. We use quantitative and qualitative methods to evaluate project and program GHG emissions, and work within a multidisciplinary team to craft innovative mitigation measures to reduce effects on global climate change.



Noise and Vibration. LSA noise specialists provide acoustical assessment services in compliance with CEQA, NEPA, and local requirements. Our services range from construction-level analyses of transportation and development projects to the assessment of planning documents and studies of unique sources of noise. We will work with the City to develop reasonable assumptions for construction methods, equipment, and duration. LSA will coordinate with both the design team and the traffic group to analyze operational noise impacts.



Land Use and Resource Management. LSA integrates its understanding of development planning, environmental regulation, and natural resource management to plan and evaluate growth. Our services focus on resource management plans, opportunities and constraints analysis, adjunct staff planning, and entitlement processing.



Water Quality. LSA provides a variety of services to assess how present and proposed actions could affect water quality, particularly with respect to stormwater management. Services include Stormwater Pollution Prevention Plans, Sediment and Erosion Control Plans, and National Pollutant Discharge Elimination System Permit compliance evaluations.



Geographic Information Systems. Using GIS spatial analysis tools, LSA's GIS department serves as the backbone for LSA's environmental analysis work. LSA employs current technology to map and analyze natural resource data and community planning systems. In-house GIS expertise, global positioning system (GPS) expertise, automated mapping, photographic analysis, and modeling support all planning efforts. LSA's GIS department also supports field teams by using Esri's Collector, Field Maps, and Survey 123! and provides on-site drone imagery for specific applications. LSA provides a multitude of services within its Graphics Design department including multiple types of photo simulations and landscape alterations. Using a variety of different software packages, LSA can provide an accurate representation of a planned project and provide insight as to what it will look like to provide additional detail for audiences. Simulations can vary from basic to photorealistic representations of a project.



Conflict of Interest Statement

LSA strives to avoid any conflict of interest that would affect our existing contracts or interfere with the pursuit of a potential contract. LSA will ensure that there is no conflict of interest before providing services on any projects/task orders that are part of this on-call contract. LSA and its subconsultants will disclose any financial or business relationship with the contractor(s) who are working on the projects that are assigned through task orders. In addition to the disclosures, LSA will also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest. If we discover a conflict during the execution of an assigned task order, we will immediately notify the City's Contract Manager regarding the conflicts of interest. LSA and its subcontractors do not have any conflicts of interest, actual or perceived, on any of the City's projects listed in the scope of work. Our project managers regularly query our accounting department and project managers throughout the firm to ensure that we do not have a contractual, professional, or personal relationship that would constitute a conflict of interest with an applicant or agency. LSA has undertaken no other work that could represent a potential, real, or perceived conflict of interest with contracting with the City of Milpitas.

Proprietary Information Statement

LSA confirms that nothing contained in our submitted response to the City's RFP will be proprietary.

Liability Insurance

LSA meets the higher limits for Liability Insurance with use of our umbrella coverage. We have attached our Evidence of Coverage showing our Umbrella Coverage below.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 9/30/2023 9/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	LSA Associates, Inc. 20 Executive Park, Suite 200 Irvine CA 92614	E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
1492002		INSURER A:	The Continental Insurance Company
		INSURER B:	National Fire Insurance Co of Hartford
		INSURER C:	Valley Forge Insurance Company
		INSURER D:	Tokio Marine Specialty Insurance Company
		INSURER E:	
		INSURER F:	

COVERAGES LSAAS01 CERTIFICATE NUMBER: 17804287 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Cont. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	7015505648	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	7015505617	9/30/2022	9/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll. Ded \$ 1,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	7015505620	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7015505603 (CA) 7015505469 (AOS)	9/30/2022 9/30/2022	9/30/2023 9/30/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Pollution & Professional Liab.	N	N	PPK2471137	9/30/2022	9/30/2023	\$2,000,000 occ./\$4,000,000 agg. SIR: \$50,000 retroactive date: 6/4/1976

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

 17804287
 Evidence of Coverage

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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**MASTER SERVICES AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND MICHAEL BAKER INTERNATIONAL, INC.**

This Agreement is made and entered into as of December 21, 2023 (“Effective Date”) by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”), and **Michael Baker International, Inc.**, a Pennsylvania corporation with a place of business at **505 14th Street, Suite 900, Oakland, CA 94612** (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

On-Call Environmental Services

(hereinafter referred to as “the Project”).

B. Contractor submitted its qualifications to City to provide **On-Call Environmental Services** services on an as-needed basis and is one of several Consultants selected by City to provide services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit A.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the rates set forth in the Schedule of Charges set forth in Exhibit B.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Million Dollars and Zero Cents (\$1,000,000.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement. Consultant does not waive and fully reserves any and all mechanic’s or other lien rights for any unpaid services.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement term and for four (4) years from the date of final payment under the Agreement for inspection by City.

5. Term.

The term of this Agreement shall be from **the Date first written above to December 15, 2027**, unless earlier terminated as provided herein. The City reserves the right to review the Consultant's performance at the end of each year and cancel all or part of the Agreement.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care.

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions (the "Standard of Care").

9. Assignment and Subconsultant.

Consultant shall not assign, sublet, transfer, or subcontract this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

10. Independent Consultant.

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance.

Consultant shall not commence work for the City until it has provided evidence reasonably satisfactory to the City it has secured all insurance required under Exhibit D (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

12. Indemnification.

a. Subject to any applicable limitation of liability, Consultant shall indemnify (but not defend) and hold the City, its officials, officers, employees, and volunteers free and harmless from third-party claims, demands, causes of action, costs, expenses, liability, loss, direct damage or injury, in law or equity, to property or persons, including wrongful death, to the extent caused by any negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all direct damages, and reasonable attorney's fees. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers. Under no circumstance shall Consultant be deemed to have waived any workers' compensation immunity afforded Consultant under any applicable law.

b. If Consultant's obligation to indemnify (but not defend) and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim shall not exceed the Consultant's proportionate percentage of negligence.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents (\$1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all

subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

16. Termination or Abandonment.

a. City has the right to terminate or abandon any portion or all of the work under this Agreement without cause by giving ten (10) calendar days written notice to Consultant. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services and shall not be entitled to damages or compensation for termination of work. Should Consultant materially default on any of its obligations under this Agreement, City shall provide written notice to Consultant of such default. Consultant shall have no less than ten (10) business days to correct such default. If the default is not cured within the specified time period, the City may terminate this Agreement for cause upon written notice to Consultant.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

c. The Consultant understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of Agreement term, with the exception of any amounts outstanding and due to Consultant. Consultant shall not be obligated to perform any provisions of this Agreement upon such termination. The City has no obligation to make appropriations for the Agreement in lieu of appropriations

for new or other contracts. City budget decisions are subject to the discretion of the Mayor and City Council. Consultant's assumption of risk of possible non- appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

17. Documents.

Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City. Any reuse of Consultant's work product without written permission or adaptation by Consultant will be at City's own risk and without liability or legal exposure to Consultant. City shall hold harmless Consultant from all claims, damages, losses and expenses arising out of or resulting therefrom. Any such permission or adaptation may entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

18. Organization.

Consultant shall assign **David Reel** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City, which consent shall not be unreasonably withheld provided that the new project manager has experience equal to or greater than the outgoing project manager.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 95035

Attn: Jay Lee, Planning and Neighborhood Services
Director

CONSULTANT:

Michael Baker International
505 14th Street, Suite 900
Oakland, CA 94612

Attn: David Reel, Principal

and shall be effective upon receipt thereof.

21. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement.

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

25. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. Time for Performance.

Consultant shall perform its services to meet any Project milestones or applicable Activity Schedule as expeditiously as is consistent with the exercise of the Standard of Care and the orderly progress of the project.

28. City's Right to Employ Other Consultants.

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. Prohibited Interests.

Consultant maintains and represents that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant represents that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this representation, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

30. Wage Theft Prevention.

a. Consultant, and any subconsultant it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance.

b. BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONSULTANT OR ITS SUBCONSULTANTS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONSULTANT AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONSULTANT OR ITS SUBCONSULTANT(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

c. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Consultant or a subconsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Consultant learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Consultant shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Consultant or its subconsultant(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Consultant or its subconsultant is subject to a payment or other alternative plan, the Consultant or its subconsultant shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

d. For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

e. Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

f. Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

31. Limitation of Liability.

To the fullest extent permitted by law, City agrees to limit Consultant's liability to City and to all other contractors or subcontractors on the Project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to Consultant's negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of Consultant to all those named shall not exceed \$50,000 or the total fee for Consultant's services rendered in the project, whichever is greater. To the extent that this limitation of liability conflicts with any other provision(s) of this Agreement, said provision(s) shall be considered amended to whatever extent required to make such provision(s) consistent with this provision.

32. Waiver of Consequential Damages.

In no event shall either Consultant or City have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND MICHAEL BAKER INTERNATIONAL**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF MILPITAS

MICHAEL BAKER INTERNATIONAL, INC.

Approved By:



Ned Thomas, City Manager

Signature

Date

David Reel
Name

Approved As To Form:

Vice President
Title

Michael Mutalipassi, City Attorney

December 21, 2023
Date

Approved:

Lauren Lai, CPA, MPA
Finance Director / Risk Manager

Approved As To Content:

Jay Lee, Planning and Neighborhood Services
Director

EXHIBIT A

Scope of Services

In accordance with the California Environmental Quality Act (CEQA), the City of Milpitas has adopted the CEQA Guidelines as its procedures for the review of development projects and other activities to ensure that the environment of the State is protected and enhanced. Pursuant to these procedures, the City anticipates that the preparation of environmental document(s) will be required for potential future projects.

The Contractor will provide a variety of professional services and prepare environmental documents (such as Environmental Impact Reports, Mitigated Negative Declarations, Negative Declarations, Initial Studies, and/or technical studies) in compliance with the requirements of CEQA as well as the National Environmental Policy Act (NEPA).

Typical environmental impacts which will need to be assessed include but are not limited to:

- Aesthetics
- Air Quality
- Climate Change/Global Warming
- Geology and Soils
- Hydrology and Water Quality
- Mineral Resources
- Population and Housing
- Recreation
- Utilities and Service Systems
- Agricultural Resources
- Biological Resources
- Cultural Resources
- Hazards and Hazardous Materials
- Land Use and Planning
- Noise
- Public Services
- Transportation/Traffic
- Cumulative Impacts

The Contractor will provide the following:

- A. Assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City of Milpitas staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.
- B. Communicate and coordinate with specialized environmental consultants and City staff and other City consultants as necessary.
- C. Provide a full range of environmental consulting services capable of meeting the needs of any given private development or City initiated project.
- D. Provide the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.

E. Sub-consultants may be utilized for various technical reports. The City reserves the right to require the use of approved sub-consultants, particularly with respect to traffic/transportation reports, and not permit the use of sub-consultants that have not been approved; and

F. Provide CEQA training presentation to the Milpitas City Council and the Planning Commission once during the contract period, at no cost to the City of Milpitas.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials Agreement.

In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Million Dollars and Zero Cents (\$1,000,000.00)**.

[Contractor Rate Sheets on Following Page]

K. PROPOSED COMPENSATION

Our 2023 Rate Schedule below include all charges necessary for the completion of all Services or otherwise fulfillment of the Agreement including but not limited to furnishing all labor, materials, equipment, tools, facilities, and all management; overhead expenses and profit required to complete the Services in accordance with the Contract Documents, except as may be provided otherwise in the Contract Documents.

MICHAEL BAKER INTERNATIONAL
2023 HOURLY RATE SCHEDULE

STAFF TITLE	\$ per Hour
Department Manager/Technical Director.....	250–300
Principal Planner/Principal Technical Specialist	180–250
Senior Planner/Senior Technical Specialist.....	140–190
Associate Planner/Associate Technical Specialist	115–140
Assistant Planner/Assistant Technical Specialist	95–115
Technical Editor	85–125
Administrative Support	75–100
GIS Manager.....	150–200
GIS Analyst.....	90–150

Note: Reimbursable expenses and subconsultants are billed at cost plus 10% administrative markup. Mileage billed at current IRS rate. Rates are subject to a 3% increase each calendar year. This rate sheet may not include all staff titles.

EXHIBIT C
Activity Schedule

[RESERVED]

EXHIBIT D

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.**

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor’s or Consultant’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

☐ Coverage at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

☒ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

☐ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

☒ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

☐ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

____ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

X Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

____ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

____ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

____ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's or Consultant's Pollution Legal Liability:

____ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

____ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor or Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of

intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

_____ Bid Bond
_____ Performance Bond
_____ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its elected and appointed officials, officers, attorneys, agents employees and volunteers as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

_____ Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be canceled limits except with thirty (30) days' prior written notice by regular U.S. mail, except ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

X Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

_____ Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor or Consultant

must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor’s Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor’s work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant’s obligation to provide them.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances; provided, however, that City shall reimburse Consultant for any and all expenses related to any such change in coverage.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor’s or Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

Exhibit E

[Consultants Execution Plan on Following Page]

I. EXECUTION PLAN

EXECUTIVE SUMMARY

Michael Baker understands the City is looking to work with firms with the expertise necessary to process environmental review applications and requests pursuant to CEQA/NEPA. We understand that the selected consultants may also facilitate, lead, or assist planning staff with environmental review of long-range planning initiatives. On-call environmental review services for planning projects will be under the terms of the City's standard Agreement for Professional Services and will be for five years.

Michael Baker understands the scope of work will include but may not be limited to conducting preliminary review of development projects for CEQA/NEPA purposes, preparing environmental documents for the City's Planning Division, peer reviewing environmental documents prepared by project applicants, or conducting and/or supporting environmental review for potential projects (e.g., large- and small-scale development applications such as zoning amendments, use permits, and vesting tentative maps, and updates/amendments to the General Plan, specific plans, and/or the Zoning Ordinance). Our team is prepared to provide any or all of these services and we have the ability to manage multiple projects with competing priorities and schedule for the City. On every project we will be fully committed to maintaining quality, meeting schedules, and staying within budget. We understand that the scope of work could also include facilitation of special projects as authorized by the City Council.

This proposal is being submitted for consideration for all services identified in the City's RFP Vendor Questionnaire. A description of Michael Baker's expertise and a typical work plan and process for carrying out an environmental evaluation for completing these tasks are provided below, demonstrating that we have the right qualifications and understanding to provide the City with the environmental consulting services and technical expertise requested.

Task Order Kickoff/Initial Meeting, Work Plan, and Schedule

Our standard processes when selected for a task order is described below. After a task order is awarded, the Michael Baker team would schedule a kickoff meeting upon initiating work on a project or task order. The kickoff meeting serves a number of important functions: to make formal introductions between the Michael Baker team and City staff working on a project; to establish a regular meeting schedule for conference calls or project check-ins; and to formalize these meetings in a communications plan that could be prepared for the project. We will work with City staff to determine the management and communication approach best suited for each task order and the extent to which the team would convene throughout the course of the task order (e.g., monthly or biweekly progress meetings). Project team communication protocols would also be established at this time. The kickoff meeting would be used to establish schedules and expectations of the project team, as well as to address any other sundry issues that may require resolution. The process and scope, schedule, and budget would be included in a Project Work Plan.

Based on the specifics of each task order, we would examine the various tools available that best suit the City's needs to ensure an efficient and defensible product or outcome. Our scope of work would be based on knowledge of the project, project setting, and areas of key importance. We are aware that the approach and methods for attaining the task order's end goals may be reached by many different routes, and we would work with City staff at the onset to define the most effective approach. Options and creative ideas would be provided by our project manager for various processing scenarios that will ensure an expeditious schedule, the appropriate level of documentation and analysis, and the best means for securing any needed regulatory permits and project approvals. Michael Baker would use the kickoff meeting with City staff to discuss interested internal and external project stakeholders and their views on the project. Similarly, during the project initiation phase, Michael Baker would work with City staff to solicit and document stakeholder views and concerns, through methods such as conducting a scoping meeting or public information meeting, or meeting with homeowner association board members and/or public service providers. From a CEQA perspective, the purpose of such meetings would be to ascertain who the key stakeholders are and what issues may need to be addressed related to the potential for environmental impacts to result from the project.

Existing Data Review and Research

Following a kickoff meeting, the Michael Baker team would review all available documentation, literature, plans, and relevant planning documents, as well as applicable policies, ordinances, and codes. Michael Baker will use existing data to the extent feasible and supplement where necessary in consultation with City staff.

CEQA Documents

Michael Baker brings seasoned staff and local experience to the City. Our staff are highly experienced in preparing numerous types of CEQA exemptions (e.g., categorical exemptions, statutory exemptions, CEQA streamlining exemptions), addendums, IS/NDs/MNDs, sustainable community environmental assessments, and EIRs. Our staff also have extensive experience with all steps in the CEQA process, including conducting preliminary reviews, preparing and circulating CEQA notices, conducting scoping meetings, preparing responses to comments, presenting draft EIRs at public hearings, and drafting and implementing mitigation monitoring and reporting programs.

Noticing, Hearings, and Public Outreach. The Michael Baker team is experienced in drafting all types of CEQA notices required as part of the environmental review process. Notices that may be required depend on the document type being prepared. The Michael Baker team would draft the content of notices using standardized templates based on those included in the CEQA Guidelines or in a format preferred by the City.

As part of our team's scope of work, we assume and budget time for initial drafting of any required notices, staff review and revisions; preparation of publication-ready notices; managing transmittal of notices to state and/or responsible agencies; and posting notices at locations accessible to the public such as at the City Clerk's office. Additionally, for any project that requires a public scoping meeting, we could fully manage and coordinate as necessary to secure a meeting venue with suitable meeting space; chair/moderate the meeting if requested; and provide a transcription of the public testimony, if desired. Michael Baker would also provide a summary report of the topics raised in public commentary as well as keeping speaker logs and other related records for staff for inclusion in the project's administrative record.

Project Management Approach

Given the diversity of environmental resources and stakeholders within the City, we anticipate that a range of potential planning and resource issues would be addressed through this on-call agreement. While each task order would be unique, we would deliver each assignment with a consistent staffing approach, addressing each task order with the following core principles:

- **Environmental Philosophy.** Our project managers and technical experts subscribe to a philosophy that is rooted in consistent open communication, responsiveness, and high-quality service. We place a strong emphasis on the consultant-client partnership, which is based on effective communication and a detailed understanding of the City's operations and services it provides to the public. While on assignment, we would see ourselves as extensions of staff and would adhere to City's communications and document preparation protocols to achieve success on each and every assignment. We also work collaboratively with other Michael Baker subject matter experts to draw on experiences when unique challenges arise. Project managers included in this proposal all have experience working in tandem with public sector agency staff; several have experience working at public/CEQA lead agencies, either as contract staff or prior to joining Michael Baker, and are adept at developing defensible solutions to complex CEQA or NEPA issues.
- **Understanding the City's Standard Operating Procedures.** If selected to provide environmental services, our contract manager would request a meeting with the City's environmental coordinator to discuss the City's standard operating procedures and other stylistic conventions for its environmental documents. We would commit to implementing and integrating them into project work that we prepare for the City. As part of an introductory meeting with City staff, we would inquire about the following: the typical number of administrative drafts that are prepared prior to publishing a public review draft document; the amount of time for City staff to review the first and subsequent administrative drafts of documents in developing project schedules; what writing conventions the City may use in its EIRs (i.e., does the City use templates for its CEQA documents); and if the City has established standardized language that it includes under certain conditions at specific places in its CEQA documents. The purpose is for the Michael Baker team to understand the City's conventions at the outset, which will reduce the initial learning curve and enable us to deliver documents consistent with those prepared by the City.
- **Availability.** We pride ourselves in being readily available to City staff and our ability to quickly respond with a strategy and approach to any task by drawing on our expertise and a team of experienced planning and environmental professionals. We have built in additional project managers to support the contract manager and respond to urgent requests. When developing a strategy, we always seek the most cost-effective and schedule-sensitive approach that nevertheless provides the proper level of defensibility. We regularly look beyond the norm to identify innovative and

streamlined approaches to complying with environmental and regulatory permitting requirements. We recognize that every agency has nuances that must be addressed for them to accept the analysis. So, we ask questions first, learn as much as we can about the project description, then scope the assignment appropriately. This eliminates last-minute surprises, opens communication early in the process, and minimizes the need to change scopes, budgets, or timelines.

- **Understanding Task Order Objectives.** Prior to initiating our efforts, a thorough understanding of the project objectives is essential to develop a scope of work that appropriately frames the relevant issues and clarifies the manner in which the issues are evaluated. We would work collaboratively with City staff and the project sponsor team to develop a set of project objectives. Establishing objectives early on provides a framework in which to develop a thorough project description and a project's environmental document.
- **Project Scoping.** A thorough understanding of project characteristics is necessary for the lead agency to determine the type of CEQA document that must be prepared for a project; moreover, project scoping ensures all relevant issues are adequately reflected in the subject matter content of the project's environmental document. A critical element to developing a realistic project schedule is preparing a comprehensive scope of work that clearly identifies the project tasks and deliverables. At the onset of any project, we would develop a detailed scope of work in the sequence of the applicable CEQA and regulatory processes and identify assumptions that are critical for project delivery. We would coordinate with City staff and any responsible agencies to establish protocols at the outset of a project. We would also work with the City to understand potential schedule constraints that need to be considered by our project team during the development of the project scope.
- **Critical Issues.** Every project will involve issues that require discussion and agreement between the affected parties. We strive to be technically accurate, objective, and creative in developing consensus on project issues. Early identification and resolution of critical issues is imperative to keep a project on track and on schedule and our project managers know how to facilitate discussion to come to a resolution to move projects forward in an effective manner.
- **Scheduling and Milestone Delivery.** Michael Baker has a proven track record of meeting established project timelines and schedules. We do this by working efficiently in the following ways:
 - We establish realistic schedules, in consultation with our clients, that are typically based on our experience with comparable projects, client schedule targets, and recognition of "critical path" tasks that affect timely completion of related tasks.
 - We apply a variety of tracking tools for timely milestone delivery.
 - We use available data to the extent feasible.
 - We avoid unnecessary analyses and data collection.
 - We produce quality documents that get it right the first time to avoid lengthy rewrites and revisions.

We are accustomed to providing deliverables on an accelerated timetable, a practice enabled by the high level of internal collaboration among our staff and by the depth of staff resources available to a given project. Our staff members solve problems by staying cognizant of project details and technical issues and applying resources to creatively resolve any difficulties or issues that may arise during the process. Further, we are experienced at asking the right questions, drawing on in-house resources when needed, and providing effective resolutions that comply with applicable regulations and respond to any issue at hand.

- **Quality Control/Quality Assurance (QA/QC).** The Michael Baker team is committed to providing work products that can withstand strict public and legal scrutiny. Our project management and QA/QC approach establishes accountability for delivering exemplary products on time and within budget. The QA/QC process is implemented to address potential deficiencies prior to submitting to the City, thus preventing unnecessary cost escalations and schedule delays. We are committed to maintaining budget and schedule based on our defined scope of work for a task order. We take pride in not requiring cost escalations or schedule extensions from work product deficiencies. The first level of review of all work products would come from the project manager. The project manager would work with staff technical specialists to address any potential deficiencies. The QA/QC manager, the next level of review, would address any outstanding concerns with the project manager and technical specialists prior to submittal to the City. If data gaps or additional out-of-scope requirements are identified, we would immediately coordinate with City staff on a reasonable path forward.

The Quality Management program is a continuous process used not just at project milestones but also on a daily basis as work flows from desk to desk, discipline to discipline, and consultant to client. Our stand-alone Quality Management system would be specific to assigned projects based on the environmental and regulatory disciplines that may be extended from this solicitation. The QA/QC manager would be responsible for providing an ongoing review (QA audit) that the Quality Management system is fully implemented throughout the environmental review process. The program consists of the following key elements:

- Quality Assurance Plans are developed by each office and set the standards for quality per company standards.
- Quality Control Plans (QCPs) are prepared by each discipline, thereby increasing relevancy and maintaining detail—e.g., our QCPs for CEQA vary from those for regulatory/biological deliverables.
- Project Specific Quality Management Plans are prepared and utilized during deliverable review. Each document is reviewed (and revised where needed) prior to submittal to the client.
- Project Management Plans (PMPs) are prepared at notice to proceed. This job-specific PMP includes key project components such as contract and scope of work, budget and schedule information, team member roles and identification, and health and safety documentation. The PMP provides the project manager with a resource document through the life of the project.

WORK SAMPLES

Michael Baker has prepared countless CEQA and NEPA documents for agencies across California, many of which have been prepared under on-call service agreements, in the San Jose, San Francisco, and Oakland regions. We have been preparing environmental documentation for more than 50 years since the inception of CEQA/NEPA. In addition, under our on-call agreements, our clients regularly turn to us as a trusted advisor on CEQA/NEPA topics, including developing strategies for addressing unique environmental challenges, conducting training sessions for staff and elected and appointed officials, and conducting peer reviews of environmental documents and technical studies submitted by project applicants.

We are happy to attach two examples of recent successfully completed projects to this submittal. These work samples are:

Shadowbox Studios Project EIR | City of Santa Clarita

Environmental Project Manager: Madonna Marcelo

Michael Baker prepared an EIR for the Shadowbox Studios Project in the City of Santa Clarita, which would involve the construction and operation of a 94-acre full-service movie and television studio campus. The project will be Shadowbox Studios' second campus and represents their entrance into the Los Angeles filming market, after developing their first campus in Atlanta, GA, which has provided studio space for various content production companies including Disney, Universal, Sony, Warner Brothers, and HBO. The proposed campus consists of approximately 1.3 million square feet of studio uses, comprising 19 sound stages, workshops, warehouses, support uses, production and administrative offices, catering, and a mechanical building with a substation.

Chick-fil-A Silver Creek & Capitol Project Initial Study Mitigated Negative Declaration | City of San José

Environmental Project Manager: Kristen Bogue

Michael Baker assisted Chick-fil-A and the City of San Jose with the preparation of an IS/MND for the Chick-fil-A Silver Creek & Capitol Project. The project would demolish an existing former O'Reilly Auto Parts retail building and construct a new Chick-fil-A restaurant with a dual drive-through lane and associated surface parking. The restaurant would be a 3,565-square-foot, one-story building with 38 interior dining seats and 28 outdoor dining seats. The drive-through would have a 21-vehicle stacking queue capacity. Landscaping would be planted, in kind with the existing surrounding development. Key environmental concerns involved potential hazardous materials in existing on-site soil gas, tree removal, and pedestrian and bicycle connections.

Additional Experience

Below are additional brief descriptions of our relevant experience. The projects below are a small representative sample of the projects we have undertaken. An expanded list of our related experience is available upon request.

On-Call Planning Services | City of Milpitas

Michael Baker provided on-call planning services to the City of Milpitas from 2019 to 2022. Our team worked with the City to update several sections of the Zoning Code, including updates to the Accessory Dwelling Unit Ordinance and Food Truck and Hotel Parking Regulations, as well as the City's Allowed Uses listing and definitions. For each of these updates, we ensured that the changes being made to the Zoning Ordinance were consistent with CEQA and that any future proposed action or permitting that would be required due to these changes would consider and comply with all CEQA requirements.

Montague Expressway Self-Storage Facility Initial Study/Mitigated Negative Declaration | City of Milpitas

Michael Baker assisted the City of Milpitas with the preparation of an IS/MND for the Montague Expressway Self-Storage Facility, at 985 Montague Expressway. The project site was developed in the early 1960s and operated on-site until about 2000 by Jones Chemical, Inc. for chemical storage, repackaging, and distribution. The proposed project involved the demolition of the former facility and the construction of a 171,924-square-foot self-storage facility in four new buildings. Key considerations included handling of potential hazardous materials during construction, as well as construction-related air quality emissions, noise considerations, and site access during operations.

On-Call Planning and Environmental Support | City of Pasadena

Michael Baker has provided environmental coordination and planning services to the City of Pasadena since 2013, over several on-call contract cycles. We have undertaken a variety of assignments under this contract, including preparing CEQA and NEPA documents, reviewing and processing CEQA documents, and providing contract staff assistance. Under these contracts, Michael Baker has served as the City's environmental coordinator, overseeing the preparation and management of all of the City's environmental documents. Tasks have included supervising the CEQA process; reviewing CEQA and NEPA documents prepared by City staff and other consultants; providing recommendations on the appropriate procedures for complying with CEQA and other environmental regulations; advising the City on environmental matters; reviewing technical studies for adequacy; overseeing the preparation, posting, and distribution of environmental notices; and participating in public meetings and hearings. Also under this contract, Michael Baker has provided contract staff to both the Zoning and Design & Historic Preservation sections of the Planning Department, processing zoning permit applications, and providing Mills Act assistance and architectural design review services.

On-Call Planning and Environmental Support | City of Santa Clarita

Michael Baker is providing on-call environmental services to the City of Santa Clarita. Since 2014, Michael Baker has undertaken a variety of assignments, including preparing CEQA documents for land development projects, long-range planning policy initiatives, and capital improvement projects; peer reviewing technical studies prepared by project applicants; conducting CEQA training for city staff; and preparing an Initial Study template that provides standard/suggested response language for the questions on the IS checklist, sources of information, and other guidance language and helpful hints.

On-Call Environmental Services | City of San Pablo

Michael Baker has provided on-call environmental planning services to the City of San Pablo since 2021. One example environmental planning assignment as part of our efforts under this contract is the 2364 Road 20 Project. Michael Baker prepared two addendums to the City's General Plan EIR and the San Pablo Avenue Specific Plan EIR for the development of 64 residential units in a five-story building with a parking garage and surface parking placed on a 0.98-acre site. The development would exceed the allowed building height limit and not provide the required open space. In response, the developer requested the grant of a density bonus in exchange for dedicating 10 percent of the allowable dwelling units (16 units) for low-income households. By providing these units, the developer requested receiving two concessions (as allowed by California Government Code Section 65915[d][2][B]) for the required building height limit and for the open-space requirement.

Alvarado Gardens Mixed-Use Project NEPA EA/FONSI, City of San Pablo | Danco Properties

Michael Baker prepared an EA/FONSI for a US Department of Housing and Urban Development (HUD) assisted mixed-use project consisting of a four-story, 122,993-square-foot building with 100 affordable housing units at the former San Pablo City Hall site. The existing, vacant City Hall building would be demolished/removed as part of the project. The proposed structure would include 6,600 square feet of new ground floor commercial space facing San Pablo Avenue and a large central courtyard with a children's play area, a variety of sitting areas, trees, and landscaping. The project would also have a bike room with storage for 50 bicycles, a bicycle repair station, a fitness room, a lounge, and laundry facilities.

El Camino Real Specific Plan Project EIR | City of Sunnyvale

Michael Baker prepared an EIR and technical studies related to air quality, GHG emissions, energy, and noise for the El Camino Real Specific Plan (ECRSP) Project. The ECRSP area is composed of approximately 350 acres of properties that are located immediately adjacent to El Camino Real in the City of Sunnyvale (with a few additional properties adjacent to sites fronting on El Camino Real), which traverses the City diagonally. Potential buildout of the ECRSP includes 8,500 residential units and 3,980,000 square feet of commercial floor area. The ECRSP was drafted with the goal of enabling the transition of the corridor to a vibrant, mixed-use area with improved streetscapes and safer environments for walking, bicycling, and other modes of transportation. The Specific Plan establishes new land use designations that promote additional housing within the corridor while maintaining existing commercial uses and providing opportunities for additional commercial development. The Specific Plan includes a comprehensive strategy to address land use, economic vitality, urban design, and multimodal connectivity.

Palo Alto History Museum Rehabilitation Project Categorical Exclusion | City of Palo Alto

Michael Baker prepared a categorical exclusion subject to the laws and authorities listed at 24 CFR 58.5 for the rehabilitation of a National Register of Historic Places-listed property to become the Palo Alto History Museum. The rehabilitation included transforming the interior of the historic structure, as well as constructing an addition at the rear to provide additional storage and museum space. Michael Baker also prepared a cultural resources identification and evaluation study to address requirements of Section 106 of the National Historic Preservation Act.

Community Development Block Grant Environmental Documentation and Policies and Procedures Manual | City of Cupertino

Michael Baker prepared environmental documentation pursuant to HUD's NEPA requirements listed at 24 CFR Part 58 for administration of the City's Community Development Block Grant program. This included preparing NEPA documentation, including an 8-Step Process report, for rehabilitation and new construction projects, assisting the City in preparing new analysis in response to HUD requirements after a HUD environmental review audit, and preparing a policies and procedures manual for the City to train future staff in all aspects of the environmental compliance process.

EIR Review Services | City of Los Angeles

Michael Baker has provided EIR peer review services to the City of Los Angeles Department of City Planning since March 2017. Our responsibilities include reviewing ISSs, Draft and Final EIRs, and CEQA Findings/Statement of Overriding Considerations prior to release for public review; overseeing the EIR process for development projects; and ensuring compliance with CEQA requirements. In addition, we are often called upon to provide strategic CEQA advice to the City. To date, we have assisted the City with CEQA documentation for more than 75 projects, including major development applications in downtown Los Angeles, Hollywood, the Arts District, the San Fernando Valley, and the Westside.

ANALYTICAL RESOURCES

Michael Baker is a multidisciplinary firm with extensive expertise preparing all of the types of technical studies that City staff may request to support project environmental casework. These studies most frequently include visual impact analyses; air quality and GHG emissions analyses; energy studies; biological resources assessments; natural environment studies; cultural and tribal resources assessments; socioeconomics/environmental justice; Phase I Environmental Site Assessments (ESA); hydrology and water quality studies; noise analyses; traffic/transportation studies; water supply assessments; and utility infrastructure studies. In short, we provide a full suite of services required to adequately address the technical topics in the CEQA Guidelines Appendix G environmental checklist. Topical examples include:

Air Quality/Greenhouse Gas Emissions Analyses. We prepare a full range of air quality and GHG emissions analyses for public and private sector clients, in accordance with local, state, and federal impact assessment criteria. Our staff is trained in using state-of-the-art computer models and assessment protocols developed by the US Environmental Protection Agency, the California Air Resources Board, Federal Highway Administration (FHWA), California Department of Transportation (Caltrans), and air pollution control districts throughout the state. The computer models include the California Emissions Estimator Model, EMFAC, CALINE, and AERMOD. We also prepare wind rose maps and use BREEZE air dispersion software to analyze carbon monoxide hot spots and localized emissions impacts.

Biological Resource Assessments. Michael Baker staff have extensive experience conducting general biological surveys, habitat suitability assessments, botanical inventories, jurisdictional delineations, and technical peer reviews, and assisting both

public and private sector clients in compliance with a range of environmental regulations, including CEQA/NEPA and the state and federal Endangered Species Act. In addition, we have solid experience with processing state and federal regulatory permits pursuant to Sections 404 and 401 of the Clean Water Act, the California Porter-Cologne Water Quality Control Act, and Section 1602 of the California Fish and Game Code. Our experience includes conducting California Rapid Assessment Method analyses, biological monitoring surveys, nesting bird clearance surveys, oak tree surveys, and focused surveys for various special-status species.

Cultural Resources Evaluations. Michael Baker's cultural resources expertise is called on for a multitude of project types, including built environment and archaeological surveys; archaeological monitoring and excavation; tribal consultation; development of historic context statements; National Register, California Register, and local register evaluations and nominations; and compliance documentation necessary to address CEQA/NEPA requirements. We complete all types of cultural resources studies, including identification and evaluation studies, finding of effect documents, archaeological monitoring plans, memorandum of agreements, and programmatic agreements, all in consultation with applicable State Office of Historic Preservation staff. We can also complete mitigation documentation such as Historic American Buildings Survey/Historic American Engineering Record/Historic American Landscapes Survey and develop interpretive signage. In addition to project-specific studies, we are adept at completing preemptive historic resource identification, including reconnaissance-level surveys to identify significant property types within a region for the purposes of historic preservation.

Noise Analyses. Michael Baker's noise control services include community noise studies, construction and operational noise monitoring and control, inspection and noise testing, and construction vibration impact analyses. All noise control studies involve analyzing or projecting the noise levels generated by a source, determining the level of reduction desired, and recommending mitigation measures to achieve the criterion levels. Noise monitoring equipment maintained by the firm includes state-of-the-art automated digital test equipment and certified calibration equipment. Our extensive inventory of noise monitoring equipment thoroughly evaluates noise impacts for our clients in both community and industrial settings.

Phase I ESAs. Phase I ESAs evaluate the potential for hazardous materials to be present on a site based upon readily discernible and/or documented present and historical uses of a property. In accordance with ASTM International standards, the Michael Baker team can provide a full range of assessments of potentially affected properties.

Traffic, Transportation, and Circulation Analyses. Michael Baker provides transportation planning and traffic engineering services. We understand the local and unique processes and requirements involved in transportation planning projects, most specifically transportation impact analyses and mobility assessments. Senate Bill 743 reconsiders how we look at transportation impacts on the environment, including shifting from evaluating vehicle delay to vehicle miles traveled (VMT). This metric evaluates the benefits of mixing land uses in urban and suburban environments to reduce trip lengths, which in turn provides for improved air quality and other environmental factors; it replaces the traditional measurement of delay (level of service) used for evaluating environmental impacts under CEQA. This shift to measuring trip distance and frequency requires consideration of transportation demand management strategies, such as transit improvements, pedestrian and bicycle enhancements, and other measures to reduce VMT, which will lead to improved transportation options. Our transportation planning team is committed to sustainable enhancements and believes that multimodal transportation systems are essential to successfully developing the livable communities of the future. As part of our traffic and circulation reviews, we evaluate site plans to identify potential circulation issues and conflicts and also evaluate hazards and potential impacts from hazardous conditions related to the design of the street network and circulation system as a whole.

**MASTER SERVICES AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND IMPACT SCIENCES INC**

This Agreement is made and entered into as of _____ (“Effective Date”) by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”), and **Impact Sciences, Inc.** a California corporation with its principal place of business at **811 W. 7th Street, Suite 200, Los Angeles, CA 90017** (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

On-Call Environmental Services

(hereinafter referred to as “the Project”).

B. Contractor submitted its qualifications to City to provide **Environmental Services** services on an as-needed basis and is one of several Consultants selected by City to provide services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit A.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the rates set forth in the Schedule of Charges set forth in Exhibit B.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Million Dollars and Zero Cents (\$1,000,000.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement term and for four (4) years from the date of final payment under the Agreement for inspection by City.

5. Term.

The term of this Agreement shall be from **the Date first written above** to **December 15, 2027**, unless earlier terminated as provided herein. The City reserves the right to review the Consultant's performance at the end of each year and cancel all or part of the Agreement.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care.

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant.

Consultant shall not assign, sublet, transfer, or subcontract this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

10. Independent Consultant.

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance.

Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit D (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents (\$1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all

subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

16. Termination or Abandonment.

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

c. The Consultant understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of Agreement term. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. City budget decisions are subject to the discretion of the Mayor and City Council. Consultant's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

17. Documents.

Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Organization.

Consultant shall assign **John R. Anderson** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 95035

Attn: Jay Lee, Planning and Neighborhood Services
Director

CONSULTANT:

Impact Sciences, Inc.
811 W. 7th Street, Suite 200
Los Angeles, CA 90017

Attn: John R. Anderson, Principal

and shall be effective upon receipt thereof.

21. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement.

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person

which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. Time of Essence.

Time is of the essence for each and every provision of this Agreement.

28. City's Right to Employ Other Consultants.

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. Prohibited Interests.

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

30. Wage Theft Prevention.

a. Consultant, and any subconsultant it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance.

b. BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONSULTANT OR ITS SUBCONSULTANTS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS

THAT IT OR ITS SUBCONSULTANT(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONSULTANT AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONSULTANT OR ITS SUBCONSULTANT(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

c. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Consultant or a subconsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Consultant learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Consultant shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Consultant or its subconsultant(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Consultant or its subconsultant is subject to a payment or other alternative plan, the Consultant or its subconsultant shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

d. For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

e. Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

f. Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND IMPACT SCIENCES INC**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF MILPITAS

IMPACT SCIENCES INC

Approved By:

Ned Thomas, City Manager

Signature

Date

Name

Approved As To Form:

Title

Michael Mutalipassi, City Attorney

Date

Approved:

Lauren Lai, CPA, MPA
Finance Director / Risk Manager

Approved As To Content:

Jay Lee, Planning and Neighborhood Services
Director

EXHIBIT A

Scope of Services

In accordance with the California Environmental Quality Act (CEQA), the City of Milpitas has adopted the CEQA Guidelines as its procedures for the review of development projects and other activities to ensure that the environment of the State is protected and enhanced. Pursuant to these procedures, the City anticipates that the preparation of environmental document(s) will be required for potential future projects.

The Contractor will provide a variety of professional services and prepare environmental documents (such as Environmental Impact Reports, Mitigated Negative Declarations, Negative Declarations, Initial Studies, and/or technical studies) in compliance with the requirements of CEQA as well as the National Environmental Policy Act (NEPA).

Typical environmental impacts which will need to be assessed include but are not limited to:

- Aesthetics
- Air Quality
- Climate Change/Global Warming
- Geology and Soils
- Hydrology and Water Quality
- Mineral Resources
- Population and Housing
- Recreation
- Utilities and Service Systems
- Agricultural Resources
- Biological Resources
- Cultural Resources
- Hazards and Hazardous Materials
- Land Use and Planning
- Noise
- Public Services
- Transportation/Traffic
- Cumulative Impacts

The Contractor will provide the following:

A. Assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City of Milpitas staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.

B. Communicate and coordinate with specialized environmental consultants and City staff and other City consultants as necessary.

C. Provide a full range of environmental consulting services capable of meeting the needs of any given private development or City initiated project.

D. Provide the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.

E. Sub-consultants may be utilized for various technical reports. The City reserves the right to require the use of approved sub-consultants, particularly with respect to traffic/transportation reports, and not permit the use of sub-consultants that have not been approved; and

F. Provide CEQA training presentation to the Milpitas City Council and the Planning Commission once during the contract period, at no cost to the City of Milpitas.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials Agreement.

In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Million Dollars and Zero Cents (\$1,000,000.00)**.

[Contractor Rate Sheets on Following Page]

PROPOSED COMPENSATION

IMPACT SCIENCES 2023 STANDARD FEE SCHEDULE

Personnel charges are for work directly related to projects. Charges for personnel services are based on an hourly rate for time charged to the project. Current personnel classifications and rates are as follows:

<u>Classification</u>	<u>Hourly Rate</u>
Principal/Managing Principal	\$295.00
Associate Principal	\$260.00
Technical Director	\$250.00
Senior Project Manager	\$185.00
Senior Technical Specialist	\$185.00
Project Manager	\$165.00
Senior Planner	\$175.00
Technical Specialist	\$160.00
Planner	\$150.00
Assistant Technical Specialist	\$140.00
Associate Planner	\$135.00
GIS Technician	\$175.00
Assistant Planner	\$125.00
Graphics	\$125.00
Publication	\$125.00
Clerical/Administrative	\$80.00

Travel time spent in the interest of the client will be charged at the hourly rate. When it is necessary for an employee to be away from the office overnight, subsistence will be charged. Contract personnel will be charged according to the hourly rates for their category as listed above.

Other Charges

Subcontractors	Cost plus 15 percent
Expenses and Outside Reproduction Charges	Cost plus 15 percent

Staff Mileage Expense

IRS standard reimbursement rate

Internal Reproduction Costs

<u>Single Sided Black and White Copies</u>	
8.5"x11"	\$0.20 per copy
11"x17"	\$0.40 per copy
<u>Double Sided Black and White Copies</u>	
8.5"x11"	\$0.30 per copy
11"x17"	\$0.60 per copy
<u>Single Sided Color Copies</u>	
8.5"x11"	\$0.80 per copy
11"x17"	\$1.60 per copy
<u>Double Sided Color Copies</u>	
8.5"x11"	\$1.60 per copy
11"x17"	\$3.20 per copy
<u>Document Scanning</u>	\$1.00 per page

Preparation for court appearances, depositions, presentations to regulatory boards, or other special requests for testimony will be charged on a time-and-materials basis.

RATES

Albion Environmental, Inc.
July 1, 2023*



Albion Labor Category	Personnel	2023
		Billing Rate
Principal 4B	Sarah Nicchitta	\$136.26
Principal 4B	Sarah Peelo	\$136.26
Principal 3B	Jennifer Farquhar	\$125.60
Principal 2C	Cristie Boone	\$120.30
Senior Biologist 4D	Sandra Menzel	\$111.47
Senior Anthropologist 4B	James Sarmento	\$102.63
Senior Archaeologist 7B	Reilly Murphy	\$125.60
Senior Archaeologist 7B	Douglas Ross	\$125.60
Senior Archaeologist 6D	Chelsea Blackmore	\$122.09
Senior Archaeologist 3C	Lindsley Britton	\$99.05
Senior Archaeologist 3B	Cris Lowgren	\$97.30
Archaeologist 7C	Brittney Biasi	\$95.54
Archaeologist 7B	Ryan Phillip	\$93.79
Archaeologist 6D	Matthew Manigault	\$90.27
Archaeologist 6D	Andrew Nicchitta	\$90.27
Archaeologist 6D	Timothy Polkinghorne	\$90.27
Archaeologist 6A	Brenda Arjona	\$84.88
Archaeologist 5C	Nicole Matthews	\$81.37
Archaeologist 5A	Avila Bright	\$77.83
Archaeological Technician 7D	Alana Smith	\$76.11
Archaeological Technician 7D	Allison Wilson	\$76.11
Archaeological Technician 7C	MacKennah Tweedt	\$74.29
Archaeological Technician 7A	Brandon Brown	\$70.75
Archaeological Technician 7A	Kimberly Gordon	\$70.75
Archaeological Technician 7A	Claire Tatlow	\$70.75
Archaeological Technician 6D	Claire Allen	\$69.02
Archaeological Technician 6D	Laura Garcia	\$69.02
Archaeological Technician 6D	Christina Hornbaker	\$69.02
Archaeological Technician 6D	Christopher Lopez	\$69.02
Archaeological Technician 6D	John Vilarino	\$69.02
Archaeological Technician 6C	Alexander Amundsen	\$67.24
Archaeological Technician 6B	Thomas Balmat	\$65.48
GIS/Graphics 9A	Stella D'Oro	\$109.71
Administrative 9A	Genevieve Headland	\$99.05

*rates escalate on July 1 each year.

**2023
FEE SCHEDULE**

Labor Categories

Principal	\$200.00
Senior Scientist.....	\$175.00
Scientist VI.....	\$165.00
Scientist V.....	\$150.00
Scientist IV.....	\$135.00
Scientist III*	\$125.00
Scientist II*	\$105.00
Scientist I*	\$95.00
Project Coordinator IV*	\$125.00
Project Coordinator III*	\$105.00
Project Coordinator II*	\$95.00
Project Coordinator I*	\$85.00
GIS Manager.....	\$150.00
GIS Specialist	\$125.00
Contract Manager*	\$105.00

** Labor categories may be subject to overtime per California law*

Other Direct Costs

Mileage	Current IRS Rate
Subconsultants.....	Cost Plus 10%
Record Search Fees	Cost Plus 10%
Curation Fees	Cost Plus 10%
Equipment Rental	Cost Plus 10%
Reprographics & Reproduction	Cost Plus 10%
Postage & Delivery	Cost Plus 10%

Blue Strike Consulting – Billing Rates 2023

NAME	TITLE	\$/HR
Rich Swanson	Climate & Energy Director	\$225
Sol Shepherd	Climate & Energy Analyst	\$145
Sandrine Mallet	Climate & Energy Analyst	\$145
Daianne Starr	Climate & Energy Analyst	\$145

PERSONNEL HOURLY RATES

Title	Hourly Rate
Contract Manager.....	\$250
Principal Geologist (PG) / Engineer (PE) / Consultant	\$230
Certified Industrial Hygienist (CIH)	\$195
Certified Safety Professional (CSP)	\$195
Senior Geologist (PG) / Engineer (PE) / Environmental Scientist / Project Manager	\$180
Project Geologist / Engineer / Environmental Scientist / Manager	\$150
Qualified SWPPP Practitioner / Developer (QSP/QSD)	\$150
Staff Geologist / Engineer / Environmental Scientist	\$125
Certified Asbestos Consultant (CAC)	\$110
Certified Lead Inspector/Assessor (LIA) / Project Monitor (LPM) / Supervisor	\$110
Senior Environmental Technician	\$100
Industrial Hygienist	\$100
Certified Site Surveillance Technician (CSST)	\$100
Technical Illustrator / GIS Specialist / CAD Technician	\$75
Environmental Technician / Certified Lead Sampling Technician (LST)	\$75
Project Coordinator	\$70

Field inspections and work are charged on a portal-to-portal basis. Saturday and overtime hours are charged at rate plus 50% after 8 hours, and rate plus 100% after 12 hours. Sunday and expert witness testimony hours are charged at rate plus 100%. Excludes prevailing wage work.

EQUIPMENT AND MATERIALS

Item	Rate	Item	Rate
PID (Photo Ionization Detector)	\$100/day	Sound Level Meter	\$150/day
FID (Flame Ionization Detector)	\$150/day	Small Consumables	\$25/day
Multi-Gas Meter (O ₂ , CO, H ₂ S, LEL)	\$140/day	EPA Method 5035 EnCore® Sampler	\$12/each
Hand Auger Kit	\$50/day	EPA Method 5035 Preservation Kit	\$20/each
Slide Hammer	\$25/day	Brass Sleeve and Caps	\$7/each
Solid Rod Soil Vapor Sampling Kit	\$700/day	Sand (50lb bag)	\$15/each
Roto-Hammer Drill	\$30/day	Bentonite (50 pound bag)	\$15/each
Concrete Coring	\$158/hour	Concrete (60 pound bag)	\$15/each
Soils Sieve Kit	\$40/day	Asphalt Cold Patch (50 pound bag)	\$15/each
X-Ray Fluorescence (XRF) Detector	\$650/day	Polyethylene Sheeting (100-foot roll)	\$95/each
Level A PPE	By Quote	55-Gallon Drum	\$75/each
Level B PPE	\$85/day	Disposable Bailer	\$12/each
Level C PPE	\$40/day	Polyethylene Tubing	\$0.75/foot
Level D PPE	Included	Nylon/Teflon Tubing	\$1.00/foot
Power Generator (<3,000 watts)	\$55/day	Tedlar® Bag (1 liter)	\$10/each
Water/Interface Meter (100 foot)	\$40/day	Vapor Probe Tip	\$12/each
pH/ORP/Turbidity Meter	\$40/day	Portable Weather Station	\$20/day
Hand-held Vacuum Gauges (set)	\$10/day	Summa® Canister (SIM Certified)	\$125/each
Hand-held Anemometer	\$10/day	Summa® Canister (Batch Certified)	\$100/each
Air/Soil-Gas Sampling Pump	\$30/day	Work Truck	\$100/day
Atmospheric Dust Monitor (non-1466)	\$165/day	Vehicle Mileage	IRS Rate
Groundwater Sampling Pump	\$150/day	Subcontractor and Other Rental Services	Cost+15%

2023 Hourly Billing Rates

Oakland and Los Angeles Offices

Managing Principal	\$325
Senior Principal	\$375
Principal	\$300
Executive/Senior Vice President	\$275
Vice President	\$255
Senior Technical Associate	\$275
Senior Associate	\$230
Associate	\$195
Research Analyst II	\$170
Research Analyst I	\$120
Production and Administrative Staff	\$120

Billing rates updated annually.



Hexagon 2023 Billing Rates

<u>Professional Classification</u>	<u>Rate per Hour</u>
President	\$330
Principal	\$285
Senior Associate II	\$265
Senior Associate I	\$245
Associate II	\$220
Associate I	\$195
Planner/Engineer II	\$165
Planner/Engineer I	\$135
Admin/Graphics	\$120
Assistant Planner/Engineer	\$110
Technician	\$80

Direct expenses are billed at actual costs, with the exception of mileage, which is reimbursed at the current rate per mile set by the IRS.

Billing rates shown are effective January 1, 2023 and subject to change January 1, 2024.

EXHIBIT C
Activity Schedule

[RESERVED]

EXHIBIT D

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.**

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor’s or Consultant’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

☐ Coverage at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

☒ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

☐ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

☒ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

☐ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

X Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

___ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

___ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

___ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's or Consultant's Pollution Legal Liability:

___ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

___ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor or Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of

intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

____ Bid Bond
____ Performance Bond
____ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its elected and appointed officials, officers, attorneys, agents employees and volunteers as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

____ Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

X Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

— Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor or Consultant

must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor’s Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor’s work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor’s or Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Exhibit E

[CONSULTANTS EXECUTION PLAN ON FOLLOWING PAGE]

EXECUTION PLAN

Detailed Work Plan

Impact Sciences effectively manages the environmental process for both public and private projects. Part of effective project management includes the development of communication and project management protocols which are implemented in coordination with our clients at the outset of every project. These protocols help to outline the process for communication, schedules, and document review procedures. Below is a general description of our technical and management approach to addressing the environmental needs of the City's future projects.

Technical Approach to CEQA Review & Compliance

Task 1: Project Management

Kickoff Meeting. Impact Sciences will attend one (1) kick-off meeting with City staff. Our team will prepare an agenda for the kick-off meeting and a draft schedule for review. The kick-off meeting will include a discussion of the project description, baseline, objectives, and scope of the environmental documents. Impact Sciences will prepare meeting minutes and a revised schedule and distribute to the team. Typical objectives of the kick-off meeting are as follows:

- a. Outline project description for the project;
- b. Identify City objectives for the CEQA process;
- c. Establish communication protocols;
- d. Identify areas of potential controversy;
- e. Obtain/identify relevant schedules, plans, technical reports, and studies applicable to the project; and
- f. Finalize the preliminary project schedule and discuss review periods and key milestones.

Project and Community Meetings. To ensure constant communication, the team will attend project team meetings with City staff, as well as Planning Commission and City Council meetings.

Task 2: Site Investigation, Data Collection, and Review

Impact Sciences will work with the City to obtain the necessary project details, including scope and timeline to determine the appropriate CEQA path for each project. Background information including zoning and land use designations, applicant supplied technical studies, and existing environmental conditions will be reviewed. Our team will provide the City with a data needs list to facilitate information sharing.

Task 3: Project Description

The project description forms the basis of the environmental analysis and therefore an accurate and detailed project description must be completed at the outset of any environmental review process to ensure the completeness and legality of the CEQA document. The project description will be prepared in accordance with the *State CEQA Guidelines*. We anticipate City staff or the project applicant will provide the necessary data to include in the project description, specifically a description of the timeline, objectives, and proposed improvements.

Task 4: Administrative Draft Environmental Document

As part of this task, Impact Sciences will review existing project information, including available technical reports and design documents. Impact Sciences will prepare one (1) fully documented draft for the proposed project, pursuant to the *State CEQA Guidelines*. To ensure that the project is viewed in the proper context, complete descriptions of the existing site conditions and current and planned use of the site will be provided. This is important because CEQA requires the proposed project to be compared to the existing environmental conditions to determine the significance of the project. Impact Sciences will coordinate one (1) round of comment and revisions with City staff on the administrative draft environmental document.

Task 5: Screencheck Draft Environmental Document

Having addressed all comments on the administrative draft, Impact Sciences will provide a camera-ready draft of the environmental documents in PDF format, including any graphic representations and maps. For this task, Impact Sciences will facilitate one (1) round of revisions to the screencheck draft, if necessary, and prepare a draft document for public review.

Task 5: Draft Environmental Document

Impact Sciences will prepare and circulate the Draft EIR for the required public review period (typically 45 days). Our team will prepare the Notice of Completion and file the notice with the County Clerk and the State Clearinghouse. If necessary, our team can assist with additional mailing. During the comment period, our team can attend a hearing on the project if requested.

Task 6: Final Environmental Document

Impact Sciences will review all comments received during a public review period and prepare draft written responses to these comments. Please note that the time necessary to complete this task is highly dependent on the number of comments received. Impact Sciences will prepare the Final document and a Notice of Determination (NOD), if required, incorporating any changes and input from City staff review. We will distribute the NOD to the State Clearinghouse, as required by CEQA. The City will be responsible for posting the NOD with the County Clerk.

Task 7: CEQA Training Presentation

As requested, Impact Sciences will provide a CEQA training presentation to the Milpitas City Council and the Planning Commission once during the contract period, at no cost to the City of Milpitas. We are experienced with providing straight forward, easy to follow presentations regarding the CEQA process. Our Managing Principal Jessica Kirchner has experience holding a one-day training seminar for Los Angeles Metro, City College of San Francisco (CCSF) and the City of Compton. Seminars can provide an overview and history of CEQA and NEPA, and then move into guidelines for preparing Categorical Exemptions/Exclusions, Initial Studies, and Mitigated Negative Declarations. Our technical staff also provides in-house staff trainings in the form of "lunch and learn" opportunities where one person presents on a topic.

Management Approach

Commitment of Resources

Efficient management will be ensured through coordination with City staff and the project management systems in place at Impact Sciences. Our overall workload planning program is designed to ensure that sufficient resources are available to project managers to successfully complete projects on schedule and within budget. Impact Sciences' system has been designed to match the needs of the complex interdisciplinary projects typically managed by our firm. Our emphasis on proper organization of a new project from the beginning is the key to meeting project budgets and schedules.

We are committed to providing access to the principals and project managers through the course of the entire project. Impact Sciences offers the expertise of senior staff to provide the City with sound consulting advice along with staff at all levels to provide cost-effective consulting services. Any significant change for unplanned circumstances in our team will be discussed with City staff prior to any staff changes. Our commitment to this approach has resulted in successful performance on a wide variety of assignments and long-term relationships with our public-sector clients.

Quality Control

Impact Sciences believes that a quality-control program is an essential component of a work plan. Quality of project deliverables entails technical accuracy, internal document consistency, conformance to the City's methodology for

assessing impacts, and graphic and grammatical presentation of the document. Key elements of the Impact Sciences quality-control program include assigning highly experienced technical and professional staff to each project and maintaining communication with each staff member assigned to a particular project through the entire process.

Impact Sciences' routine quality control includes a principal review of data interpretation and analytical methods. The project manager typically reviews work products in progress and compiles all completed products in accordance with internal deadlines. Once the document is compiled, the principal then reviews the conclusions and recommendations of the document against the quality-control standards mentioned above and provides final approval prior to delivery to the client. This stepped method allows for the review of the documents by management positions during different periods of completion and allows us to provide our client with a quality product.

Impact Sciences' staff is committed to providing a level of analysis that ensures comprehensive and legally defensible environmental documents. Our intent is always to prepare an environmental document that contains substantial factual evidence for its conclusions regarding the significance of impacts and the effectiveness of mitigation.

Budget Tracking

Impact Sciences uses a firm-wide project cost tracking system (Vantagepoint) that provides for easy access by project managers and staff to monitor project status. The Vantagepoint system provides for accounting, billing, and planning integrated into a single database. The project manager can access project costs data through a variety of reports and interactive computer pages. Our project administration staff (billing and accounting) can work independently of the project manager in tracking and accruing costs, while the project manager can simultaneously project and monitor future project tasks.

The project manager reviews and approves all time costs weekly and is responsible for reviewing and approving all subcontracting and subconsultant invoices. All project time and costs are posted daily so that a real-time synopsis of project information is available. Vantagepoint also provides for project schedules to be integrated with costs. Each project's phase and tasks are allocated by week or month.

Additionally, Impact Sciences will achieve effective cost control through our accounting system, *Vantagepoint*. Our progressive web-based project accounting system accurately tracks labor charges, subcontractor costs (if applicable), and other direct expenses and accounts receivable. Real time data in *Vantagepoint* allows the project manager to assess incurred costs as soon as they are entered into the system, and the embedded planning tool will allow project managers to plan hours, resources, and costs into the future to understand potential cost overruns and communicate these items before they are realized.

Scheduling, Task Management, and Collaboration

Impact Sciences is committed to maintaining City schedules and meeting deadlines. We use an internal project management software, *Monday.com* (see inset below) to track project progress, schedules, and deliverables. *Monday.com* allows for team communication, allowing the project manager to see the status of project tasks from anywhere. The best way to ensure a successful project is to establish communication protocols early on. Monday.com keeps our team on schedule and allows for daily communication of deliverables and expectations.

**MASTER SERVICES AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND FIRSTCARBON SOLUTIONS**

This Agreement is made and entered into as of _____ (“Effective Date”) by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”), and **FCS International, Inc. dba FirstCarbon Solutions** a California corporation with its principal place of business at **250 Commerce, Suite 210, Irvine, CA 92602** (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

On-Call Environmental Services

(hereinafter referred to as “the Project”).

B. Contractor submitted its qualifications to City to provide **On-Call Environmental Services** services on an as-needed basis and is one of several Consultants selected by City to provide services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit A.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the rates set forth in the Schedule of Charges set forth in Exhibit B.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Million Dollars and Zero Cents (\$1,000,000.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before

performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement term and for four (4) years from the date of final payment under the Agreement for inspection by City.

5. Term.

The term of this Agreement shall be from **the Date first written above to December 15, 2027**, unless earlier terminated as provided herein. The City reserves the right to review the Consultant's performance at the end of each year and cancel all or part of the Agreement.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care.

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant.

Consultant shall not assign, sublet, transfer, or subcontract this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

10. Independent Consultant.

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided. However, notwithstanding the foregoing and/or anything to the contrary herein, City agrees to provide or to require a party other than Consultant to provide a safe worksite and working conditions while Consultant's personnel and equipment are on the subject jobsite(s). Failure to do so affords Consultant, at its own choosing, the ability to either a) terminate the contract with three (3) calendar days notice or b) cease work on any project(s)/site(s) at anytime FCS identifies unsafe conditions until said conditions are remedied and either option shall be acceptable to and honored by City without penalty and with payment for services rendered prior to termination or cessation of work taking effect.

11. Insurance.

Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit D (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents (\$1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City,

its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

16. Termination or Abandonment.

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. City shall pay Consultant for all work performed prior to the effective date of termination.. City shall not be liable for any costs associated with termination other than the payment for work performed as specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days’ written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

c. The Consultant understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of Agreement term. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. City budget decisions are subject to the discretion of the Mayor and City Council. Consultant's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

17. Documents.

Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Organization.

Consultant shall assign **Rose Walsh** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 95035

Attn: Jay Lee, Planning and Neighborhood Services
Director

CONSULTANT:

FirstCarbon Solutions
250 Commerce, Suite 210
Irvine, CA 92602

Attn: Jason Brandman, Vice President

and shall be effective upon receipt thereof.

21. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement.

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. Time of Essence.

Time is of the essence for each and every provision of this Agreement.

28. City's Right to Employ Other Consultants.

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. Prohibited Interests.

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

30. Wage Theft Prevention.

a. Consultant, and any subconsultant it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance.

b. BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONSULTANT OR ITS SUBCONSULTANTS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONSULTANT AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONSULTANT OR ITS SUBCONSULTANT(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

c. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Consultant or a subconsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Consultant learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Consultant shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Consultant or its subconsultant(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Consultant or its subconsultant is subject to a payment or other alternative plan, the Consultant or its subconsultant shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

d. For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

e. Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

f. Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND FIRSTCARBON SOLUTIONS**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF MILPITAS

Approved By:

Ned Thomas, City Manager

Date

Approved As To Form:

Michael Mutalipassi, City Attorney

Approved:

Lauren Lai, CPA, MPA
Finance Director / Risk Manager

Approved As To Content:

Jay Lee, Planning and Neighborhood Services
Director

FIRSTCARBON SOLUTIONS

Approved By:

Signature

Name

Title

Date

Approved:

Signature

Name

Title

Date

EXHIBIT A

Scope of Services

In accordance with the California Environmental Quality Act (CEQA), the City of Milpitas has adopted the CEQA Guidelines as its procedures for the review of development projects and other activities to ensure that the environment of the State is protected and enhanced. Pursuant to these procedures, the City anticipates that the preparation of environmental document(s) will be required for potential future projects.

The Contractor will provide a variety of professional services and prepare environmental documents (such as Environmental Impact Reports, Mitigated Negative Declarations, Negative Declarations, Initial Studies, and/or technical studies) in compliance with the requirements of CEQA as well as the National Environmental Policy Act (NEPA).

Typical environmental impacts which will need to be assessed include but are not limited to:

- Aesthetics
- Air Quality
- Climate Change/Global Warming
- Geology and Soils
- Hydrology and Water Quality
- Mineral Resources
- Population and Housing
- Recreation
- Utilities and Service Systems
- Agricultural Resources
- Biological Resources
- Cultural Resources
- Hazards and Hazardous Materials
- Land Use and Planning
- Noise
- Public Services
- Transportation/Traffic
- Cumulative Impacts

The Contractor will provide the following:

A. Assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City of Milpitas staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.

B. Communicate and coordinate with specialized environmental consultants and City staff and other City consultants as necessary.

C. Provide a full range of environmental consulting services capable of meeting the needs of any given private development or City initiated project.

D. Provide the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.

E. Sub-consultants may be utilized for various technical reports. The City reserves the right to require the use of approved sub-consultants, particularly with respect to traffic/transportation reports, and not permit the use of sub-consultants that have not been approved; and

F. Provide CEQA training presentation to the Milpitas City Council and the Planning Commission once during the contract period, at no cost to the City of Milpitas.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials Agreement.

In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Million Dollars and Zero Cents (\$1,000,000.00)**.

[Contractor Rate Sheets on Following Page]

PROPOSED COMPENSATION

Compensation is based on the following fee schedule and charges.

FCS Personnel	Hourly Labor Rate
President	\$320–\$340

2. Subcontractors’ fees: Cost, as charged to FCS, plus a 10 percent administrative fee.

3. Passenger Cars: \$0.655 per mile.
4. Four-wheel-drive vehicles: \$95.00 per day plus \$0.655 per mile.
5. Records checks: Fees vary by facility and project.
6. Museum curation: Fees vary by city and project.
7. Cultural resources storage/curation of fossil and artifact collections: Cost as charged to FCS, plus

EXHIBIT C
Activity Schedule

[RESERVED]

EXHIBIT D

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.**

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor’s or Consultant’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

☐ Coverage at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

☒ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

☐ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

☒ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

☐ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

____ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

 X Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

____ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

____ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

 X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

____ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's or Consultant's Pollution Legal Liability:

____ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

____ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor or Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of

intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

_____ Bid Bond
_____ Performance Bond
_____ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its elected and appointed officials, officers, attorneys, agents employees and volunteers as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

_____ Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

X Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

_____ Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor or Consultant

must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor’s Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor’s work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor’s or Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

Exhibit E

[CONSULTANTS EXECUTION PLAN ON FOLLOWING PAGE]

EXECUTION PLAN

General Approach to Providing Environmental Consulting Services

FirstCarbon Solutions' (FCS's) goal is to provide cost-effective, technically sound, and legally defensible environmental consulting and documentation services to our municipal clients. To this end, we

Developing Project Description and Context

operate a proposed project. FCS will also assist the City in identifying opportunities to keep projects

moving forward despite uncertainties. For example, if a specific utility alignment is not yet known, the FCS team can evaluate a much larger area in the field to provide flexibility in the project design while allowing the environmental studies to proceed.

Conducting Preliminary Environmental Compliance Review

FCS's proposed approach to preparing environmental documentation is a reflection of our cumulative

Preparing Initial Studies/Environmental Assessments

preparing the EIR/EIS, or we can determine that is still beneficial to prepare an IS/EA in order to focus an EIR/EIS on only those potentially significant effects.

Preparing EIRs/EISs

When there is substantial evidence a proposed project or activity may have significant impacts on the environment, FCS provides the technical capabilities and expertise necessary to assist our clients in

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Preparing Technical Studies

Handling Public Input Processes and the Presentation and Dissemination of Public Information for Review/Comment

these meetings and hearings, FCS's management team can assist the City in appropriately responding to these comments. FCS has selected a qualified team with strong written, graphic, and verbal skills to accommodate the City's needs in developing, providing, and presenting information and materials to all project stakeholders in both formal and informal settings.

Ensuring Compliance with Processing and Legal Requirements

Managing Quality Control

Controlling Costs and Adhering to Established Schedules

FCS's project management team utilizes a powerful suite of scheduling tools designed for real-time planning and environmental data storage that serves to make the CEQA/NEPA process more efficient and less costly. FCS Project Managers are responsible for project cost management with support from FCS's internal job-cost accounting system, the Deltek Vision Financial Management software (Vision)—a fully automated web-based project management system that allows FCS project managers to access up-to-

Maintaining a Successful Record of Legal Defensibility

civil or criminal judgment. FCS's strict adherence to regulatory content and processing requirements



assists agencies in deflecting litigation whenever possible. Our adherence to legal requirements and technical adequacy is further bolstered by FCS’s QA/QC and peer review processes and an in-house legal team that has substantial experience in environmental litigation with cities, counties, and agencies in California. **Megan Starr, JD**, FCS’s Legal Counsel and a successful CEQA litigator, will provide oversight to ensure that the environmental review conducted for the City’s projects is sufficient and legally defensible.

SAMPLE SCOPES OF WORK

Sample Scope for EIRs (or EIS if NEPA is involved) with Technical Studies

Task	Staffing

Task	Staffing
5. Preparation of Draft EIR (or EIS if NEPA is involved). FCS will prepare an Administrative Draft, Screencheck Draft (which is a track change version of the document), and a EIR (or EIS) document . Upon receipt of comments from the agency on any draft deliverables, the FCS Project Manager will coordinate with the agency to ensure that comments are fully resolved, prior to resubmittal of a revised document. If needed, a comment resolution meeting	Project Director Project Manager In-house Legal Counsel Technical Teams

Sample Schedule for EIRs / EIS with Technical Studies

Task	Week

Sample Scope for IS/MNDs with Technical Studies

Task	Staffing

Task	Staffing
Description will also include a description of the purpose and need for the project.	
3. Internal and External Kick-off Meetings and Preparation of Technical Studies. The FCS Project Manager will hold an internal kick-off meeting to share project information and convey the project schedule and expectations.	Project Director

Sample Schedule for IS/MNDs (or EA if NEPA is involved) with Technical Studies

[illegible]

WORK SAMPLES

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ANALYTICAL RESOURCES

FCS utilizes a number of software to effectively and efficiently provide quality environmental analyses. Our technical specialists are knowledgeable and skilled in operating these applications.

Air Quality, Greenhouse Gas Emissions, and Noise/Traffic Modeling

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Mapping, Graphic Design, and Visual Simulations

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content); and web design (website design and consultation). FCS also provides custom branding

solutions that may be leveraged on large-scale projects, such as logos, design books, and design guidelines. FCS also uses Adobe Creative Suite for graphic design solutions.

Editorial and Production Process

FCS operates a full-service production facility, which offers added-value in project cost savings (typically a savings of 25 percent over outsourcing) and streamlines the publications review and output processes.

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**MASTER SERVICES AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND MOORE IACOFANO GOLTSMAN INC**

This Agreement is made and entered into as of _____ (“Effective Date”) by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”), and **Moore Iacofano Goltsman, Inc.** a California corporation with its principal place of business at **800 Hearst Ave., Berkeley, CA 97410** (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

On-Call Environmental Services

(hereinafter referred to as “the Project”).

B. Contractor submitted its qualifications to City to provide **On-Call Environmental Services** services on an as-needed basis and is one of several Consultants selected by City to provide services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit A.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the rates set forth in the Schedule of Charges set forth in Exhibit B.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Million Dollars and Zero Cents (\$1,000,000.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement term and for four (4) years from the date of final payment under the Agreement for inspection by City.

5. Term.

The term of this Agreement shall be from **the Date first written above to December 15, 2027**, unless earlier terminated as provided herein. The City reserves the right to review the Consultant's performance at the end of each year and cancel all or part of the Agreement.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care.

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant.

Consultant shall not assign, sublet, transfer, or subcontract this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

10. Independent Consultant.

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance.

Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit D (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents (\$1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all

subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

16. Termination or Abandonment.

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

c. The Consultant understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of Agreement term. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. City budget decisions are subject to the discretion of the Mayor and City Council. Consultant's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

17. Documents.

Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Organization.

Consultant shall assign **Paula Hartman** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 95035

Attn: Jay Lee, Planning and Neighborhood Services
Director

CONSULTANT:

Moore Iacofano Goltsman, Inc.
800 Hearst Ave.
Berkeley, CA 97410

Attn: Paula Hartman, Principal

and shall be effective upon receipt thereof.

21. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement.

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person

which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. Time of Essence.

Time is of the essence for each and every provision of this Agreement.

28. City's Right to Employ Other Consultants.

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. Prohibited Interests.

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

30. Wage Theft Prevention.

a. Consultant, and any subconsultant it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance.

b. BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONSULTANT OR ITS SUBCONSULTANTS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS

THAT IT OR ITS SUBCONSULTANT(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONSULTANT AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONSULTANT OR ITS SUBCONSULTANT(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

c. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Consultant or a subconsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Consultant learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Consultant shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Consultant or its subconsultant(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Consultant or its subconsultant is subject to a payment or other alternative plan, the Consultant or its subconsultant shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

d. For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

e. Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

f. Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND MOORE IACOFANO GOLTSMAN INC**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF MILPITAS

MOORE IACOFANO GOLTSMAN INC

Approved By:

Ned Thomas, City Manager

Signature

Date

Name

Approved As To Form:

Title

Michael Mutalipassi, City Attorney

Date

Approved:

Lauren Lai, CPA, MPA
Finance Director / Risk Manager

Approved As To Content:

Jay Lee, Planning and Neighborhood Services
Director

EXHIBIT A

Scope of Services

In accordance with the California Environmental Quality Act (CEQA), the City of Milpitas has adopted the CEQA Guidelines as its procedures for the review of development projects and other activities to ensure that the environment of the State is protected and enhanced. Pursuant to these procedures, the City anticipates that the preparation of environmental document(s) will be required for potential future projects.

The Contractor will provide a variety of professional services and prepare environmental documents (such as Environmental Impact Reports, Mitigated Negative Declarations, Negative Declarations, Initial Studies, and/or technical studies) in compliance with the requirements of CEQA as well as the National Environmental Policy Act (NEPA).

Typical environmental impacts which will need to be assessed include but are not limited to:

- Aesthetics
- Air Quality
- Climate Change/Global Warming
- Geology and Soils
- Hydrology and Water Quality
- Mineral Resources
- Population and Housing
- Recreation
- Utilities and Service Systems
- Agricultural Resources
- Biological Resources
- Cultural Resources
- Hazards and Hazardous Materials
- Land Use and Planning
- Noise
- Public Services
- Transportation/Traffic
- Cumulative Impacts

The Contractor will provide the following:

A. Assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City of Milpitas staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.

B. Communicate and coordinate with specialized environmental consultants and City staff and other City consultants as necessary.

C. Provide a full range of environmental consulting services capable of meeting the needs of any given private development or City initiated project.

D. Provide the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.

E. Sub-consultants may be utilized for various technical reports. The City reserves the right to require the use of approved sub-consultants, particularly with respect to traffic/transportation reports, and not permit the use of sub-consultants that have not been approved; and

F. Provide CEQA training presentation to the Milpitas City Council and the Planning Commission once during the contract period, at no cost to the City of Milpitas.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials Agreement.

In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Million Dollars and Zero Cents (\$1,000,000.00)**.

[Contractor Rate Sheets on Following Page]

Proposed Compensation

Category 6—Environmental Permitting and Compliance

Unless specified otherwise by prior agreement, invoices are submitted monthly showing time and charges for professional services by staff category and a separate figure for expenses. Invoices are payable upon receipt. Invoices unpaid past 30 days are subject to interest at 1.5% per month. MIG, Inc., labor includes all overhead.

Rates subject to increase effective January 1 of each year.

MIG STAFF.....	\$/HR
Senior Principal/CEO	350
Principal	225 - 240
Director/Senior Project Manager III	200 - 230
Senior Project Manager I-II	175 - 195
Project Manager	145 - 160
Snr. Biologist/Ecologist/Analyst III	200 - 220
Snr. Biologist/Ecologist/Analyst I-II	175 - 195
Biologist/Ecologist/Analyst I-II	105 - 160
Field Crew	95
Senior CAD/GIS/Graphic Analyst.....	130 - 160
CAD/GIS/Graphic Analyst	105 - 125
Administrative Support	105
Senior Archaeologist/Historian	180 - 195
Archaeologist/Historian	105 - 160
Senior Landscape Architect	180 - 195
Landscape Architect.....	145 - 160
Landscape Designer.....	115 - 125
Senior Planner	180 - 195
Planner	105 - 160
ADA Specialist	130 - 155
Snr. Facilitator/Engagement Specialist	150 - 180
Facilitator/Engagement Specialist.....	105 - 145
Digital Engagement/Web Design	140 - 185
Graphic Designer/Visualization	105 - 160

EXPENSES	BASIS
Commercial travel.....	Cost + 10%
Automobile travel	Current IRS rate
Lodging/Meals	Cost + 10%
Photocopy (A and B sizes)	\$0.10/image
Color copies	\$0.50/image
Commercial report reproduction.....	Cost + 10%
Noise meter setup	\$50/unit/day
Bat acoustic detector	\$50/unit/night
Subcontractors.....	Cost + 10%
Other (lab, materials, etc.)	Cost + 10%

BASIN RESEARCH ASSOCIATES	\$/HR
Principal Investigator, M.A./PhD.....	183
Research Scientist, M.A./PhD	170
Archaeologist (M.A.).....	100
Archaeologist Technician (B.A.)	92

HEXAGON	\$/HR
President	315
Principal.....	270
Senior Associate	230-250
Associate	185-210
Planner/Engineer	135-165
Admin/Graphics	115
Senior CAD Tech.....	100
Technician	80

NINYO & MOORE	\$/HR
Principal Geologist	210
Senior Geologist	200
Senior Project Geologist	195
Project Geologist	185
Senior Geologist	170
Staff Geologist.....	155

EXHIBIT C
Activity Schedule

[RESERVED]

EXHIBIT D

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.**

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor’s or Consultant’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

☐ Coverage at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

☒ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

☐ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

☒ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

☐ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

____ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

X Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

____ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

____ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

____ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's or Consultant's Pollution Legal Liability:

____ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

____ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor or Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of

intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

_____ Bid Bond
_____ Performance Bond
_____ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its elected and appointed officials, officers, attorneys, agents employees and volunteers as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

_____ Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

X Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

_____ Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor or Consultant

must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor’s Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor’s work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor’s or Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Exhibit E

[CONSULTANTS EXECUTION PLAN ON FOLLOWING PAGE]



Execution Plan

Executive Summary

MIG, INC., QUALIFICATIONS

MIG is a California Corporation headquartered in Berkeley, California, with offices throughout the western United States with additional Northern California offices in San José and Sacramento. With over 260 employees, MIG is a multidisciplinary planning firm that offers comprehensive environmental consulting services with expertise in environmental impact analysis under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), biological resource evaluations, resource agency permits, biological monitoring, air quality, greenhouse gas and noise impact modeling and assessment, cultural/historical resource assessment, and GIS analysis. We offer a broad scope of services to our clients with highly qualified, experienced staff. We have built a reputation for preparing solid, defensible environmental documents in an efficient and cost-effective manner. MIG has extensive experience working within Santa Clara County, including the City of Milpitas, and the surrounding region.

The San José MIG office will lead the environmental services provided to the City. Combined with our Berkeley office, MIG has over 20 qualified and trained environmental professionals that could be assigned at any given time to a potential project. MIG's key staff identified in the proposal have been CEQA practitioners for many years and are experienced project managers and technical analysts. The professional qualifications of individuals who would be assigned to work with the City are presented in attached resumes.

TECHNICAL AND MANAGEMENT APPROACH

Scope of Work (Environmental Review). MIG has an established task order response process that has proven to be successful. We can accommodate tight timelines while completing multiple work orders simultaneously. Our overall approach involves working with City staff early in the process and maintaining a strong level of communication that keeps the project moving forward. We will prepare a communication structure that clearly identifies a single point of contact with a back-up to ensure the City has ready access to the MIG Team. We will also determine the frequency and format of meetings (in person or virtual). Agendas and goals for each meeting will be circulated in advance. The appropriate team members will be selected to best meet work order scopes and objectives.

When we begin the CEQA (or NEPA) process we will provide a data request to the City for project information, which we will review to determine the correct CEQA/NEPA documentation. If the project is categorically or statutorily exempt under CEQA, we can prepare the Notice of Exemption with a supporting memo demonstrating the applicability of the exemption. If the project is not exempt, we will prepare an Initial Study to determine if any significant environmental impacts cannot be mitigated. We will use the thresholds of significance identified in the CEQA Guidelines Appendix G Environmental Checklist, and other appropriate thresholds agreed to by the City, in our analysis. If there are any significant, unavoidable impacts, we will discuss them with City staff and determine if there are any project design changes that can avoid them. If there are significant, unavoidable impacts that cannot be resolved, we will draft an Environmental Impact Report (EIR) and work with City staff to develop alternatives and a project list for the cumulative impact analysis.

For NEPA projects, the process would be similar, with MIG preparing Categorical Exclusions, Environmental Assessments, or Environmental Impact Statements, as applicable. Throughout the process, we will communicate regularly with any questions about the project or findings from our review that require discussion. For each CEQA project, we will prepare a scope and budget, including schedule and deliverables. We will provide the noticing to the State Clearinghouse that starts the process for state agency review, but anticipate the City will do the local public noticing

(County Clerk's Office, local newspapers, direct mailings, etc.). The environmental review will address all the items on the CEQA Initial Study Checklist; however, some issues are typically of higher concern and may require more in-depth analysis (e.g., air quality/greenhouse gas emissions, biological resources, cultural resources, noise, transportation/traffic) than others (e.g., agriculture/forestry, mineral resources).

SERVICES REQUESTED

MIG has assembled an outstanding team of professionals to assist the City with CEQA document preparation, all CEQA support services, and technical analyses for private development and City-initiated projects. To supplement MIG's expertise we have included Hexagon Transportation Consultants (transportation and traffic planning), Basin Research Associates (archaeological resources), and Ninyo and Moore (geology, hydrogeology, Phase I/II Environmental Site Assessments) as team members. All firms are highly qualified and have worked extensively in Santa Clara County. MIG has well-established working relationships over many years with each team member.

Work Plan

CEQA SERVICES: WORK PLAN OVERVIEW

The MIG Team has an established work order response process that has been successful on similar types of on-call contracts, and as a large firm, we can accommodate tight timelines even if the team is completing multiple work orders simultaneously. Our overall approach is to work with City staff early in the process and to maintain a level of communication that keeps the project moving forward. We will prepare a communication structure that clearly identifies a single point of contact with a back-up to ensure City staff have ready access to the MIG Team. We will also consult with City staff to determine the frequency and format of meetings (in person or virtual). Agendas and goals for each meeting will be circulated in advance. The appropriate team members will be selected to best meet work order scopes and objectives.

For each project, we will prepare a scope and budget, including schedule and deliverables. When we begin the CEQA process, we will provide a data request to the City for project information, which we will review to determine the correct CEQA documentation. If the project is categorically or statutorily exempt, we can prepare the Notice of Exemption with a supporting memo demonstrating the applicability of the exemption. If the project is not exempt, we will prepare an Initial Study to determine if any significant environmental impacts cannot be mitigated. We will use the thresholds of significance identified in the CEQA Guidelines Appendix G Environmental Checklist and other appropriate thresholds agreed to by the City in our analysis. If there are any significant, unavoidable impacts, we will discuss them with City staff and determine if there are any project design changes that can avoid them. If there are significant, unavoidable impacts that cannot be resolved, we will draft an Environmental Impact Report (EIR) and will work with City staff to develop alternatives and a project list for the cumulative impact analysis. Throughout the process, we will communicate regularly with any questions about the project or findings from our review that require discussion.

We will provide the noticing to the State Clearinghouse that starts the process for state agency review. Although we anticipate the City will do the local public noticing (County Clerk's Office, local newspapers, direct mailings,

etc.), we are prepared to conduct all local noticing as needed.

CEQA DOCUMENT PREPARATION PROCESS

The environmental review process for non-exempt project documents will include the following steps:

- » Prepare a Notice of Preparation and schedule a public scoping meeting if the CEQA document is an EIR. These steps are not necessary for a categorical exemption or an Initial Study/Negative Declaration/Mitigated Negative Declaration (IS/ND/MND).
- » Prepare the CEQA document, including an administrative draft and a public review draft. An Administrative Draft IS can be prepared within approximately six weeks, and an Administrative Draft EIR can typically be prepared within approximately eight weeks. We typically allow three weeks for lead agency review comments, and two weeks to revise the document and prepare it for public review.
- » Prepare the Notice of Completion and submit the document to the State Clearinghouse for circulation. Assist City with local circulation as needed. This occurs with the release of the public review draft.
- » Once the CEQA document has been circulated for public review (30 days for an IS/ND/MND; 45 days for an EIR), the MIG Team will provide a draft response to comments to the City. We will attend public meetings and hearings as necessary and present the results of public outreach, environmental studies, and CEQA analysis as appropriate. If needed for a project, we can assist the City with developing and implementing a public outreach plan.
- » Circulation of a response to comments on a Categorical Exemption or an IS/ND/MND is not required; however, it is recommended that responses be prepared for the file as part of the administrative record. If an EIR is prepared, the response to comments and errata will be provided in a Final EIR.
- » Prepare Mitigation Monitoring and Reporting Plan pursuant to CEQA. This plan will reflect how the mitigation measures in the CEQA document will be implemented and documented.
- » Assist with or prepare Findings, if needed (EIR).
- » Attend Planning Commission and City Council hearings to adopt the IS/ND/MND or certify the EIR.
- » File Notice of Determination with the State Clearinghouse once the document is adopted/certified.

- » Maintain the Administrative Record throughout the process. This task requires due diligence in instructing subconsultants on our procedures and expectations for maintaining the record and having a copy of all cited materials available. MIG will work with the City and subconsultants to secure documentation of all key communications and decision points.

The following provides additional scope and work plan information for some of the technical services led by MIG staff that can complement CEQA analysis.

TECHNICAL SERVICES: AIR QUALITY, CLIMATE CHANGE, ENERGY, AND SOUND

MIG's technical Air Quality, Climate Change, Energy, and Sound (ACES) experts will provide on-call consulting services as part of the overall CEQA process (see CEQA Services: Work Plan Overview, above) or as independent services that support the City's project-specific needs. Chris Dugan, Director of Air Quality, Climate Change, Energy, and Sound Services, will manage and lead the preparation of all technical on-call services, either directly to the City or as part of the overall CEQA process overseen by Mike Campbell. Chris will be supported by the staff identified in MIG's organizational chart on page 14.

MIG's ACES experts are well qualified to provide technical services needed to support the City's environmental review process. We understand much of the City is a developed community, with many new projects involving redevelopment and repurposing of existing lands. Such projects may or may not be subject to General Plan policy requirements, Specific Plan standards, and/or specific design guidelines that affect technical air quality, GHG/energy, and noise and vibration analyses. Potential projects near existing sources of noise and air pollution may require special studies such as ambient noise monitoring and health risk assessments to ensure planning and design considerations are fully accounted for. Regardless of the level of effort, MIG will provide the City with thorough, accurate, and objective input and recommendations throughout the technical study process so that the City may make the best possible informed decision regarding the proposed project.

Our work products may include:

- » Air Quality Assessments
 - Clean Air Plan and General Plan consistency
 - Construction and operational emissions impact assessments (e.g., CalEEMod)
 - Construction health risk assessments
 - Stationary and mobile source (road, rail) health risk assessments/air toxics analysis
 - Peer review of applicant-prepared reports
- » Greenhouse Gas/Energy Assessments
 - General Plan/Climate Action Plan consistency
 - Construction and operational emissions impact assessments
 - Scoping Plan consistency
 - Energy consumption estimates and impact assessments
 - Peer review of applicant prepared reports
- » Noise and Vibration Assessments
 - Ambient noise monitoring and community noise surveys
 - Construction and operational noise impact assessments
 - Traffic noise modeling
 - General Plan and Municipal Code consistency
 - Construction and operational noise mitigation development
 - Nuisance noise reduction
 - Peer review of applicant prepared reports

Work Plan

MIG's approach to providing independent air quality, GHG/energy, and noise technical services would follow the same process outlined under CEQA Services: Scope of Work. At the City's request, MIG will prepare and submit a project-specific scope of work and cost estimate for the City's review. Upon notice to proceed with the agreed upon scope, MIG will review project materials and, if necessary, prepare a data request for the incomplete or missing technical information needed to prepare an objective and accurate technical report. Upon receipt of all technical information, MIG will proceed with the preparation of a draft work product

for the City's review, address/respond to comments from the City and/or the applicant on the draft work product, and then finalize the work product for use in the City's environmental review document. MIG will maintain regular communication with the City during the preparation of all technical work products.

TECHNICAL SERVICES: CULTURAL RESOURCES

Like the ACES technical team, our cultural resources team is able to provide on-call cultural resources services as part of the overall CEQA process (see CEQA Process Work Plan Overview, above) or as independent services that support the City's project-specific needs. Eleanor Cox, Senior Preservation Specialist, will manage and lead the preparation of all technical on-call services, either directly to the City or as part of the overall CEQA process overseen by Mike Campbell. Our work products may include:

- » Historic Resource Evaluations and Determinations of Eligibility
- » Field Inventories and Impact Assessments
- » Historic Context Studies
- » Cultural Landscape Reports
- » Project Analysis using the Secretary of the Interior's Standards
- » Cultural Resources Sections for CEQA documents, including Mitigation Measures and Stipulations
- » Section 110 and Section 106 compliance under the National Historic Preservation Act
- » Historic Property Treatment Plans and Recommendations
- » Mills Act Requests
- » Prehistoric/Historic Archival Records and Literature Reviews
- » Prehistoric/Historic Site Testing and Data Recovery Projects
- » Native American Consultation
- » Section 106 Compliance Programs

Work Plan

While the types and flow of historical evaluation projects can vary greatly, we have developed a "typical" workplan that illustrates our general approach under an on-call contract for cultural resource services:

1. Work order initiated
2. Data needs request
3. Start-up meeting
4. Research, fieldwork, and/or stakeholder consultation
5. Draft analysis and findings
6. Refinements based on client review and feedback
7. Consensus and final report

MAINTAINING BUDGETS AND SCHEDULES

MIG staff is capable of producing large work products with accuracy and cost effectiveness. Our experienced senior staff is actively involved in all aspects and phases of a project to ensure the quality of work products and to ensure our documents are on schedule and within budget. Our project management strategies, including assigning appropriate staff, careful scoping, engagement of senior project management throughout the project, and consistent quality control, ensure we fulfill our contract requirements to the best of our ability. Our strategy starts with assigning the right personnel to the project team. MIG has many experienced senior project managers who can be assigned to a particular project based on its needs and staff availability.

MIG CEQA analysts and technical experts have relevant educational backgrounds to their areas of expertise and receive regular training and professional development. MIG keeps abreast of changes to the CEQA Guidelines and CEQA case law through conferences, trainings, and professional associations.

Our project teams are assembled based on staff expertise and their expected time availability during the project. All MIG projects and staff capacity are monitored and scheduled in coordination with existing project workloads. We understand that no changes in key personnel are to be made without written consent of the City.

Bi-weekly in-house Management Team meetings and monthly project manager workload meetings ensure a high level of communication between project leaders and the efficient allocation of personnel and other firm resources. MIG is committed to devoting whatever resources are needed to assure each project is appropriately staffed to meet project needs. We staff projects and manage workflow in a collaborative

manner, sharing project information so that we have backup coverage to accommodate staff absences. For example, as primary contact for this on-call contract, Mike Campbell will be backed up by Senior Project Managers Barbara Beard and Christina Lau as alternative points of contact when Mike is on vacation.

MIG uses the following procedures to complete, manage, and monitor a work order:

Stay on Scope. While there are often changes throughout a project, the scope is a framework to complete a project. City staff and MIG project managers will have developed a scope of work together. We will track progress and identify any issues immediately to ensure MIG stays on scope and/or accommodates any changes in the agreed upon scope that are requested in writing by the City.

Build Quality Control into Every Deliverable. We have established specific project management tactics and tracking to manage work orders and deliverables. As part of our QA/QC process, every deliverable will be reviewed by the Director and, if needed, MIG technical experts with a solid understanding of the materials. After the City's project manager reviews the final deliverables, we will discuss the final products to identify how well the final deliverables met the City's needs and standards and if improvement is needed in any area or task. We understand that our role as the City's environmental consultant is to provide objective and clear analysis, always with an eye toward ensuring legal compliance, rather than as a project promoter.

Track the Project Budget. MIG has real-time project budgeting and monitoring software to ensure budget allocations and expenditures are aligned and support project success. Once the schedule and final budget have been set, the hours and costs by each team member will be generated each month and cumulatively for the monthly project invoice. This provides the basis for reviewing actual hours against estimated expenditures.

Maintain Client Involvement. The MIG project manager will coordinate regularly with the City's project manager to discuss deliverables, review the work in progress, and identify any potential scheduling issues before they become problems.

Plan for Change. MIG has a clear process to address changes while maintaining the integrity of the scope and ensuring consistency in our deliverables. Our process is to: clearly identify the reasons for the change and determine its potential impact to the project; advise and seek input from the City and the project team regarding the change; and develop a plan to adopt or modify the needed change and monitor it for unintended consequences.

RESPONSIVENESS AND COMMUNICATION

Our seasoned project managers will provide excellent customer service through clear and regular communication with City staff throughout the duration of a project and work collaboratively with them to achieve project milestones and meet critical deadlines. We work closely with our client to understand project goals and constraints. We are highly responsive to our client's needs and work hard to deliver work products on time and within budget. Our process enables us to deliver a high-quality work product; guide each project through the appropriate environmental analysis and public review process (e.g., scoping meetings and public hearings) required by CEQA; and respond to public or agency comments. We strive to understand the client's objectives and how the project work products fit with other project components into the overall project schedule.

MIG employs several strategies in project management to ensure we fulfill our contract requirements to the best of our ability. Once a project is underway, we implement procedures to ensure close monitoring of the budget and management and oversight of work products. The senior project manager regularly tracks and reports work progress to the client, including budget and schedule status. Maintaining clear and regular communication with the client and project team is an essential component of any successful endeavor and helps to identify potential issues at the earliest possible time so that they may be resolved by the project team in a timely and cost-efficient manner. Senior project managers use their considerable experience to assist in problem-solving when problems arise during a project. MIG is able to respond with speed and flexibility when unforeseen events modify project components, timelines, budgets, or consultant roles and responsibilities.

Analytical Resources

MIG has a variety of field and office equipment to assist with implementing a wide range of projects, from CEQA and NEPA, to biological surveys and monitoring, to water quality and noise monitoring.

OFFICE-BASED EQUIPMENT

- » Emissions Estimator Model (CalEEMod)
- » ArcGIS suite of software for geospatial analysis and mapping
- » Deltek, a real-time project budgeting and monitoring software that allows us to track actual hours against estimated expenditures
- » Fully accessible documents via CommonLook
- » Plotters capable of producing large-scale graphics
- » Extensive use of popular virtual collaboration tools, from OneDrive and Teams to Zoom and Google Meet. We also use Konveio to allow for secure collaborative comment on Acrobat files.
- » Sonobat Version 4.4.5 bat call analysis software
- » Visualization software: AutoCAD, 3D Studio Max, SketchUp, Adobe CS, and Real-Time 3D software Vizhen
- » Databases and methodologies to quantify mass emissions (EMFAC2021, OFFROAD2021, U.S. EPA AP-42)
- » Dispersion models to quantify pollutant concentrations (e.g., AERMOD, ALOHA, CALINE)
- » Noise analysis databases and models (SoundPLAN, FHWA TNM3.1, and FHWA RCNM)

FIELD EQUIPMENT

- » Tablets, EOS Arrow 100 sub-meter global positioning units, and geospatial software (e.g., Amigo Cloud and Ecobot) to efficiently collect and manage field data and generate reports
- » Mavic Drone for aerial photography to map vegetation and monitor site conditions, where allowed
- » Seine net and waders for aquatic species surveys
- » Fish rescue equipment including dip nets of various sizes, buckets, and bubble box/aerator
- » Fish screen exclusion equipment including wire/metal fencing, block nets, and stakes
- » Mirror poles to check on nest activity status (two units)
- » Binoculars (8x42) (all biologists possess these)
- » Kestrel wind speed meters



- » Sherman and Tomahawk traps for small mammal live-trapping (50 Sherman, six Tomahawk)
- » SongMeter SM4 Bat FS passive bat detector (two units)
- » Anabat Walkabout active bat detector (two units)
- » Elekon Bat Logger active bat detectors (four units)
- » Petterson M500 microphone (used with bat acoustic software on iPad)
- » Dual PVS14 night vision goggles (rental)
- » Depstech endoscope for crevice inspections (one unit)
- » Phantom Lite IR Flood Pro illuminator lights for bat exit count surveys (two units)
- » Tree survey equipment (DBH measuring tape and tree tags)
- » Botanical specimen voucher collection equipment (plant presses, herbarium specimen sheets, and labels)
- » AmScope 30x power dissecting microscope
- » Wetland delineation geospatial software, Munsell soil chart, delineation shovel, and electronic copies of the U.S. Army Corps of Engineers (USACE) delineation manuals, wetland data sheets, etc.
- » Hach turbidity meter, pH meter, and thermometer for water quality monitoring
- » Larson Davis SoundExpert LxT Type 1 integrating-averaging sound level meters; Piccolo-II Type 2 integrating-averaging sound level meters; acoustic calibrators; weatherproof storage cases for long-term field deployment of meters
- » Orange exclusion fencing, flagging, and stakes for delineating sensitive resources
- » Field safety equipment such as a field safety manual, first aid kits, two-way radios, safety vests, hard hats, safety glasses, gloves, steel-toed boots, Tyvek suits, etc.

Work Samples

405 INDUSTRIAL ROAD LIFE SCIENCE PROJECT IS/MND

The 405 Industrial Road Life Science Project consisted of the construction and operation of a new, six-story, 411,673 square foot commercial and life science building with two levels of below-grade parking in the City of San Carlos. The project site is located in the northern portion of the City's East Side Innovation District, an area that has been transitioning from low-intensity commercial and industrial businesses to biotechnology, life sciences, and high-tech office land uses over the last decade. The project required that the site be rezoned from Landmark, Commercial (LC) to Planned Development (PD) to exclude above-grade parking from the Floor Area Ratio calculation and to allow construction of a building which would exceed the Landmark Commercial 50-foot zoning height limit.

MIG prepared an IS/MND that included a careful analysis of both day-time sunlight glare off the glass building and night-time glare from interior lighting to the adjacent residential neighborhood. The sunlight glare analysis included motorists on adjacent Highway 101 and pilots using the nearby San Carlos Airport. Other key areas of impact analysis included potential bird strike of the glass building (for which bird-safe design features were identified, including types of glass for the façade while balancing light and glare consideration), a construction health risk assessment, and a robust Transportation Demand Plan (TDM) to address the project's vehicle trips and vehicle miles traveled (VMT) being inconsistent with City Municipal Code Chapter 18.25 and the City's VMT policy if not properly tracked and enforced. MIG also responded to community concerns that were raised during the public comment period regarding potential hazards that could be associated with future tenants operating biological-safety laboratories at the site.

Client: City of San Carlos

Location: San Carlos, CA

Dates: 2022

Work Sample Documents:

IS/MND https://drive.google.com/file/d/1bCOn2btrcReD6aHl_juXeJ_DUMlg3Vb6/view?usp=sharing

MMRP <https://drive.google.com/file/d/14RPhImpOC7zgUWx2DrW5lBoMMXjG9wiS/view?usp=sharing>

FREEDOM CIRCLE FOCUS AREA PLAN AND GREYSTAR PROJECT GENERAL PLAN AMENDMENT EIR

MIG prepared program- and project-level air quality, GHG, energy, and noise impact assessments to support the environmental review of this important project. The program-level analyses evaluated the development of up to 3,600 residential units and more than 2,000,000 square feet of non-residential development. The project-level analyses evaluated the four-year phased development of approximately 1,000,000 square feet of residential space, including 3,600 residential units. Technical work completed included: pre- and post-project emissions modeling (air quality and GHG), BAAQMD Clean Air Plan consistency analyses, project-level construction health risk assessment, VMT estimates, Climate Action Plan consistency, air quality and GHG impact assessments, ambient noise monitoring, traffic noise modeling, and on- and off-site noise impact assessments. MIG also supported the CEQA lead agency (Santa Clara County) with detailed responses to comments substantiating the City's evidence-based conclusions and supporting the successful adoption of the plan/project and certification of the EIR.

Client: City of Santa Clara

Location: Santa Clara, CA

Dates: 2021 – 2022

Work Sample Documents:

DEIR https://drive.google.com/file/d/1ukaOyl3b-T5SsQxykYHLjGF_AoQBF8o_/view?usp=sharing

FEIR https://drive.google.com/file/d/1qF5F_nklbSLsSeRRY2NcfLVBY14oF57/view?usp=sharing

**MASTER SERVICES AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND ASCENT ENVIRONMENTAL INC**

This Agreement is made and entered into as of _____ (“Effective Date”) by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”), and **Ascent Environmental, Inc.**, a California corporation with its principal place of business at **455 Capitol Mall, Suite 300, Sacramento, CA 95814** (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

On-Call Environmental Services

(hereinafter referred to as “the Project”).

B. Contractor submitted its qualifications to City to provide **On-Call Environmental** services on an as-needed basis and is one of several Consultants selected by City to provide services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit A.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the rates set forth in the Schedule of Charges set forth in Exhibit B.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Million Dollars and Zero Cents (\$1,000,000.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement term and for four (4) years from the date of final payment under the Agreement for inspection by City.

5. Term.

The term of this Agreement shall be from **the Date first written above to December 15, 2027**, unless earlier terminated as provided herein. The City reserves the right to review the Consultant's performance at the end of each year and cancel all or part of the Agreement.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care.

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant.

Consultant shall not assign, sublet, transfer, or subcontract this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

10. Independent Consultant.

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance.

Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit D (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents (\$1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all

subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

16. Termination or Abandonment.

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

c. The Consultant understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of Agreement term. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. City budget decisions are subject to the discretion of the Mayor and City Council. Consultant's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

17. Documents.

Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Organization.

Consultant shall assign **Mike Parker** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 95035

Attn: Jay Lee, Planning and Neighborhood Services
Director

CONSULTANT:

Ascent Environmental, Inc.
455 Capitol Mall, Suite 300

Sacramento, CA 95814
Attn: Mike Parker, Principal

and shall be effective upon receipt thereof.

21. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement.

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person

which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. Time of Essence.

Time is of the essence for each and every provision of this Agreement.

28. City's Right to Employ Other Consultants.

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. Prohibited Interests.

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

30. Wage Theft Prevention.

a. Consultant, and any subconsultant it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance.

b. BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONSULTANT OR ITS SUBCONSULTANTS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS

THAT IT OR ITS SUBCONSULTANT(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONSULTANT AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONSULTANT OR ITS SUBCONSULTANT(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

c. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Consultant or a subconsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Consultant learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Consultant shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Consultant or its subconsultant(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Consultant or its subconsultant is subject to a payment or other alternative plan, the Consultant or its subconsultant shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

d. For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

e. Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

f. Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND ASCENT ENVIRONMENTAL INC**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF MILPITAS

ASCENT ENVIRONMENTAL INC

Approved By:

Ned Thomas, City Manager

Signature

Date

Name

Approved As To Form:

Title

Michael Mutalipassi, City Attorney

Date

Approved:

Lauren Lai, CPA, MPA
Finance Director / Risk Manager

Approved As To Content:

Jay Lee, Planning and Neighborhood Services
Director

EXHIBIT A

Scope of Services

In accordance with the California Environmental Quality Act (CEQA), the City of Milpitas has adopted the CEQA Guidelines as its procedures for the review of development projects and other activities to ensure that the environment of the State is protected and enhanced. Pursuant to these procedures, the City anticipates that the preparation of environmental document(s) will be required for potential future projects.

The Contractor will provide a variety of professional services and prepare environmental documents (such as Environmental Impact Reports, Mitigated Negative Declarations, Negative Declarations, Initial Studies, and/or technical studies) in compliance with the requirements of CEQA as well as the National Environmental Policy Act (NEPA).

Typical environmental impacts which will need to be assessed include but are not limited to:

- Aesthetics
- Air Quality
- Climate Change/Global Warming
- Geology and Soils
- Hydrology and Water Quality
- Mineral Resources
- Population and Housing
- Recreation
- Utilities and Service Systems
- Agricultural Resources
- Biological Resources
- Cultural Resources
- Hazards and Hazardous Materials
- Land Use and Planning
- Noise
- Public Services
- Transportation/Traffic
- Cumulative Impacts

The Contractor will provide the following:

A. Assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City of Milpitas staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.

B. Communicate and coordinate with specialized environmental consultants and City staff and other City consultants as necessary.

C. Provide a full range of environmental consulting services capable of meeting the needs of any given private development or City initiated project.

D. Provide the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.

E. Sub-consultants may be utilized for various technical reports. The City reserves the right to require the use of approved sub-consultants, particularly with respect to traffic/transportation reports, and not permit the use of sub-consultants that have not been approved; and

F. Provide CEQA training presentation to the Milpitas City Council and the Planning Commission once during the contract period, at no cost to the City of Milpitas.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials Agreement.

In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Million Dollars and Zero Cents (\$1,000,000.00)**.

[Contractor Rate Sheets on Following Page]

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PROPOSED COMPENSATION

After March 1, 2024, budget augmentations and contract amendments will be calculated using updated billing rates, unless precluded by contract terms.

Labor Classification		Billing Rate
Principal, Director		\$225 to \$375
Senior Environmental Manager, Senior Planner/Scientist/Biologist		\$175 to \$250
Environmental Manager, Project Planner/Scientist/Biologist		\$145 to \$200
Staff Planner, Environmental Planner, Staff Scientist/Staff Biologist		\$105 to \$175
Graphics/GIS		\$115 to \$150
Document Production/Word Processor/Administrative Assistant		\$95 to \$145
Project Assistant		\$75 to \$125
Direct Costs		Rates
Reproduction: 8½" by 11"		\$0.07/page (black and white); \$0.26/page (color)
Reproduction: 11" by 17"		\$0.14/page B&W; \$0.52/page color
Reproduction: Plotter		\$5/square foot
Reproduction: CDs		\$10/disc
Automobile Mileage (IRS rate in effect)		\$0.655
Noise Meter		\$100/half day, \$150/day, \$200/day plus overnight, \$500/week
GPS Unit		\$100/half day, \$150/day, \$200/day plus overnight, \$500/week
Bat Detector (Echo Meter Touch for iOS)		\$50/full day, \$200/week
Bat Detector (Song Meter SM4Bat FS)		\$125/full day, \$500/week
Spotting Scope		\$50/day, \$200/week
Lodging and/or Per Diem		Government rates or as negotiated
Other Direct Costs		As incurred
Subcontractors		As incurred*

*A project-support management cost of 10 percent will be applied to subcontractor costs.

Lump-Sum Price. Work is authorized based on a lump sum price. Monthly invoices will be issued based on the percentage of progress toward completion of the work.

Price Allocation to Tasks or Staff. If the proposed cost presentation allocates funding to specific tasks or staff, Ascent may reallocate budget during the course of work, as long as the total contract price is not exceeded.

EXHIBIT C
Activity Schedule

[RESERVED]

EXHIBIT D

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.**

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor’s or Consultant’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

☐ Coverage at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

☒ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

☐ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

☒ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

☐ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

____ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

X Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

____ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

____ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

____ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's or Consultant's Pollution Legal Liability:

____ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

____ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor or Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of

intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

_____ Bid Bond
_____ Performance Bond
_____ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its elected and appointed officials, officers, attorneys, agents employees and volunteers as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

_____ Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

X Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

_____ Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor or Consultant

must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor’s Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor’s work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor’s or Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Exhibit E

[CONSULTANTS EXECUTION PLAN ON FOLLOWING PAGE]

09

EXECUTION PLAN

Executive Summary

Qualifications

For the past 13 years, Ascent has worked with cities, counties, special districts, regional agencies, and a wide variety of state agencies specializing in on-call planning and environmental document preparation. Ascent staff are experts in compliance with the overarching environmental planning laws and regulations used to evaluate projects, specifically CEQA and NEPA. Our environmental compliance experience includes a wide range of projects, including public infrastructure and facilities, land management plans, and proposed regulations. We are more than document preparers; we help devise the most effective and efficient environmental review strategies and work with our clients as they seek to manage future challenges. We have extensive experience in leading and conducting public meetings and the meetings required for CEQA and NEPA public review processes. Ascent staff also lead/provide information-sharing opportunities for other industry professionals, including conference development and management (e.g., the Continuing Legal Education's annual CEQA conference in San Francisco and the Association of Environmental Professionals' annual CEQA workshops for early career and seasoned environmental professionals).

In addition to preparing our own documents, Ascent has been called upon to review documents prepared by other firms to improve quality and defensibility, and to assist lead agencies with preparation of supplemental environmental documents after a CEQA document has been subject to an adverse court decision. An example is the Additional Environmental Analysis for the Newhall Ranch EIR, in response to the 2015 California Supreme Court decision, *Center for Biological Diversity v. California Department of Fish and Wildlife*, which overturned an EIR prepared by others that evaluated a 14,000-acre new urban community in the Santa Clarita Valley of Los Angeles County.

Technical Approach

Upon receipt of a request for assistance from the City of Milpitas, our staff will establish a scope of work, schedule, and budget for each project assigned to Ascent. We will then mobilize technical staff members who have the most relevant experience to the type of project or anticipated issues. Based on project information, Ascent will propose the appropriate level of environmental documentation for the City's needs and the project's character. We will develop a draft project-specific scope of work for City review and comment. The draft scopes will include Ascent staff's expertise in conducting biological resources field reviews and preparing technical studies in support of CEQA and NEPA documents (i.e., air quality and greenhouse gas studies). Our in-house technical team and subconsultants are carefully chosen for their technical expertise, successful record of document delivery and quality, understanding of agency regulations and expectations, and experience with projects in the Bay Area.

Our approach to environmental review is to provide the correct level of environmental documentation to meet the City's needs for public transparency and legal defensibility—no more, no less. Each project submitted to Ascent for a scope of work would undergo a stepwise evaluation to identify the appropriate environmental document:

1. Confirm whether or not environmental regulations even apply;
2. if CEQA requirements are applicable, determine what level of review is required, what document(s) should be prepared, and whether any streamlining tools apply; and
3. identify and execute necessary technical studies to support completion of the CEQA document(s).

This approach saves the City of Milpitas time and cost when exemptions, exclusions, and other streamlining tools are found to be available.

Management Approach

The contract manager and task manager will be responsible for close communications with the City. This interaction can include weekly status discussions in person or by telephone. As the contract manager/principal, Mike Parker will be the point of contact for any issues and has the authority to commit Ascent's resources to meet our quality and schedule objectives. We conduct weekly schedule and workload management of technical, graphics, word processing, and production staff; long-range staffing projections (3 to 6 months); and critical path method and timeline scheduling for tasks and milestones.

Understanding of Services

Milpitas is a community that is engaged, sophisticated, and understands the CEQA process, including how to use CEQA as a brake lever for projects. The City needs a consultant with deep technical expertise, in a wide range of environmental issue areas, who can not only provide necessary substantial evidence for CEQA documents, but who can stand in front of a contentious crowd at a public hearing and explain complex issues in a way that the public and decision-makers can understand. This means that environmental review for projects should be completed in a thoughtful and efficient manner, and also with a deep understanding of CEQA, NEPA and their litigation pitfalls. Each action that could trigger CEQA or NEPA compliance would thus undergo a stepwise evaluation to (1) confirm whether environmental review under these laws applies or if the project could be exempt; (2) if CEQA or NEPA are applicable, determine what level of review is required and what document(s) should be prepared; and (3) identify and execute necessary technical studies to support completion of the CEQA/NEPA document(s).

Scope of Work

Ascent staff are committed to providing value and efficiency in executing any requests for assistance from City staff on both private development and City-initiated projects. Our effort begins with developing a thorough understanding of the project (as currently envisioned) and any preliminary environmental analysis conducted by City staff to identify the appropriate level of environmental documentation, as well as conducting an evaluation of any available streamlining opportunities (e.g., applicability of exemptions, tiering, determination that the project is within the scope of another EIR). In general, we evaluate the potential for projects to take advantage of the most cost/schedule-efficient options first. Oftentimes, this is an evaluation of available statutory and categorical exemptions identified in the CEQA Guidelines or statute. If a project is exempt, Ascent will prepare the NOE, complete with rationale for applying the particular exemption(s) and for concluding that no exceptions to the exemption (CEQA Guidelines Section 15300.2) are present.

If, upon review, the project is determined not exempt, but impacts would be clearly mitigable to less-than-significant levels, an ND or MND will be prepared using an Initial Study Checklist (CEQA Guidelines Appendix G) as a tool to document substantial evidence to support environmental conclusions. Ascent will prepare the project description based on information from the City and other appropriate sources. All issues in the CEQA Initial Study Checklist will be addressed. Ascent professionals will determine for each issue whether the project has the potential to result in a

significant impact (in which case an EIR is needed and an ND or MND would not be appropriate), if there are significant impacts that can be reduced to less-than-significant levels through mitigation, if the impact is less than significant, or if there is no impact. Evidence will be provided to support each conclusion, with substantiation ranging from answers based on simple facts (e.g., the site is not located on agricultural land) to more detailed technical studies (e.g., cultural resources report, biological resources reconnaissance). Assuming no significant unavoidable impacts would result, a proposed ND or MND will be prepared, circulated with the initial study for a 30-day public and agency review period, and the comments considered before adoption of the ND or MND and mitigation monitoring and reporting plan and approval of the project. Within 5 days of project approval, Ascent will file a notice of determination (NOD) with the State Clearinghouse on behalf of the City, which starts a 30-day statute of limitations period on legal challenges to the approval.

If it is determined that the project has the potential to result in one or more significant and unavoidable (cannot be clearly mitigated) effects, Ascent will prepare an EIR. The process may begin with preparation of an initial study to determine the focus of the EIR, but it is not required. A notice of preparation (NOP) will be prepared, alerting responsible, trustee, and other interested parties that an EIR will be forthcoming and soliciting input on the scope and content of the EIR. A scoping meeting would be held during this period. When preparing the EIR, we will consider comments received within the 30-day NOP period.

Once the project description and objectives have been approved by the City, Ascent will prepare the Administrative Draft EIR in compliance with CEQA and the State CEQA Guidelines. We will submit the completed administrative draft to the City for review and comment. For each environmental issue area, Ascent will include discussions of environmental setting, regulatory framework, impacts, and mitigation recommended in the initial study checklist (CEQA Guidelines Appendix G).

- ▶ Aesthetics
- ▶ Agriculture and Forestry Resources
- ▶ Air Quality
- ▶ Biological Resources
- ▶ Cultural Resources/Tribal Cultural Resources
- ▶ Energy
- ▶ Geology and Soils
- ▶ GHG Emissions
- ▶ Hazards and Hazardous Materials
- ▶ Hydrology and Water Quality
- ▶ Land Use and Planning
- ▶ Mineral Resources
- ▶ Noise
- ▶ Population and Housing
- ▶ Public Services
- ▶ Recreation
- ▶ Transportation
- ▶ Utilities and Service Systems
- ▶ Wildfire

► **Mandatory Findings of Significance**

Following review of the Administrative Draft EIR and the resolution and incorporation of comments, Ascent will prepare a screencheck version for final approval before the document is circulated as a public Draft EIR.

Following the close of the public comment period, Ascent will review comments received, discuss the approach to responses with the City, draft responses to significant environmental points raised in the comments, and prepare the Final EIR. Upon certification of the EIR and adoption of the MMRP, Findings, and Statement of Overriding Considerations, as applicable, the City may approve the project. Within 5 days of project approval, we will file an NOD with the State Clearinghouse on behalf of the City, which starts a 30-day statute of limitations period on legal challenges to the approval.

As a matter of course, Ascent maintains an accurate electronic record of all references used to support the preparation of an environmental document during execution of a project. This record will be provided to the City as a contribution to the administrative record.

Site Visits and Data Collection

Site visits and data collection are routine elements of environmental analysis and contribute valuable input to any CEQA document or special study. Project sites may be visited by the project manager to understand site characteristics and context and by technical specialists such as wildlife biologists, botanists, archaeologists, architectural historians, and others as necessary to gather site-specific information and collect data. Data collection may involve habitat mapping, wetland delineation, species counts, presence/absence surveys, noise monitoring, and more. Information collected during site visits is often compiled and included in technical appendices, contributing to the substantial evidence needed to support environmental conclusions.

Environmental Permitting

We begin with the end result in mind. Ascent approaches environmental and planning services with an eye toward project delivery, including securing permits and agency approvals, rather than just focusing on completing the planning, design, or environmental document process. To that end, we engage early with permitting agencies to understand and respond to their information needs (form and content) and schedule considerations (e.g., backlog, internal and external review windows), and we maintain those lines of communication throughout the permitting process. We develop strategic and effective approaches for securing environmental permit approvals based on agency input and provide credible and complete information to regulatory decision-makers. It has been our experience that regulatory agencies need to trust the credibility and balanced objectivity of the information upon which they will base their permit approvals. We have applied this strategic approach successfully for private developments and public facilities. Our expertise includes the following:

- Clean Water Act, Section 404 wetland permits and Section 401 water quality certifications
- Endangered Species Act (ESA), Section 7 Biological Assessments, Opinions, and Consultations
- ESA, Section 10(a) Habitat Conservation Plans and Incidental Take Permits
- California ESA, Section 2081 Incidental Take Permits and 2080.1 Consistency Determinations
- Porter-Cologne Water Quality Control Act
- California Fish and Game Code, Section 1602 Streambed Alteration Agreements
- California Coastal Act
- National Historic Preservation Act
- Fish and Wildlife Coordination Act

- ▶ Migratory Bird Treaty Act
- ▶ Native American Graves Protection and Repatriation Act
- ▶ Federal Clean Air Act
- ▶ California Clean Air Act
- ▶ Applicable air district rules, regulations, and guidance documents
- ▶ Local noise ordinances and/or general plan noise elements
- ▶ Executive Orders 11593 (Cultural Resources), 11988 (Floodplains), 11990 (Wetlands), 12898 (Environmental Justice), and 13653 (Preparing the United States for the Impacts of Climate Change)

Technical Expertise and Special Studies

CEQA compliance is a multidisciplinary process, but sometimes, depending on the project—its location, context, characteristics, and even level of controversy—focus on one or more technical areas is required. In such instances, professionals with demonstrated qualifications (e.g., education, certification, experience) and technical expertise are needed to conduct research, collect and analyze data, and prepare special studies to inform a project decision, bolster the administrative record, respond to controversy, and/or support a resource agency permit application. For example, a project may require a general environmental opportunities and constraints analysis, biological resources studies (e.g., wetland delineation, 404(b)(1) alternatives analysis, noxious weed survey and mitigation plan, sensitive habitat assessment), GHG emissions analysis, traffic study, or noise modeling and assessment. Based on consultation with the City, each study will be tailored to the needs of the project, ensuring proper focus on the relevant issues and concerns.

Project Management

Ascent's project manager, Greta Brownlow, PhD, will maintain a master matrix of projects that have been assigned to the Ascent team; the matrix will contain a summary of project work status and schedule. Greta will be supported by Kari Zajac; Lara Rachowicz, PhD; and Yingying Cai, who will serve as the task managers on individual projects. Mike Parker, AICP, as the principal-in-charge, has the authority to commit the company's resources to meet our quality and schedule objectives.

The task manager for a given project is responsible for planning and controlling the execution of the work and schedule. The task manager and project manager are also responsible for close communications with the City, which can include status discussions in person or by telephone, as appropriate. Frequent communication with our technical team is another critical responsibility of the task manager. This communication ensures early issue identification and resolution, as needed, to prevent schedule conflicts.

As outlined in the team organizational chart in Section 10. Personnel Assigned, Ascent's management team consists of the principal, the project manager, and three task managers. Each of these team members is experienced in managing multiple projects simultaneously on their own. Together, the team offers the City a depth of management resources to ensure that multiple projects each receive appropriate attention.

Quality Assurance/Quality Control

Ascent takes pride in producing high-quality environmental documents that are technically accurate, complete, clear, and professionally presented. Quality is the cornerstone of what we do, and we achieve this through rigorous attention to our quality management process. From start to finish, every document undergoes multiple reviews to ensure that Ascent deliverables exceed industry standards. Ascent's quality strategies go well beyond the typical.

Strategies to achieve high quality are embedded throughout our projects from contract execution and preparation of the deliverable to production of the final work product. From the outset of document preparation, authors use Ascent's Style Guide to ensure the consistency and quality of all documents. Every document is reviewed by senior staff and the project principal. This approach ensures not only that the style and content of the document are accurate but that the approach, tone, and usefulness of the document meet client expectations. In addition to these reviews, the following are established for each specific project to facilitate consistent quality assurance and control for each project-specific deliverable.

- ▶ Project team communication protocols
- ▶ Project team contact list
- ▶ Milestone check-ins with client for concurrence on technical approaches, sample sections, and preliminary results
- ▶ Issue-specific subconsultant consultations for expert review to ensure legal defensibility
- ▶ Project-specific style manual for writing conventions and global document consistency
- ▶ Project-specific document layout template
- ▶ Project team communication/coordination meeting(s)

On Time and on Budget

Ascent understands the need to perform within fixed and challenging schedules and makes effective use of time and staff resource management tools to optimize efficiency. We strive to understand the objectives of a given project, and how the environmental process fits with other project needs and timelines. Further, we have demonstrated that we can deliver within narrow time frames, often on simultaneous projects.

Scheduling and workload management systems at Ascent are designed to allocate resources to meet all client due dates, regardless of their timing or the number of deadlines in a given period. Specifically, Ascent's scheduling and workload management systems include project/staff management software (Deltek Vantagepoint); Using these proven strategies, Ascent has successfully completed numerous complex projects with demanding schedules that required attentive project management, coordination, and communication.

Work Samples

We have provided hyperlinks below to two complete final EIRs, prepared within the past 2 years, that demonstrate our experience with projects similar in scope to the work described in the SOQ.

Amendment to the University Community Plan and the Virginia Smith Trust Specific Plan Project

The Virginia Smith Trust (VST) Specific Plan is located on approximately 654 acres in eastern Merced County. The Specific Plan includes residential, employment, parks/open space, and public facilities land uses. The plan has been designed to support the nearby University of California (UC) Merced and is envisioned for annexation into the city of Merced. Similar proposals on all or part of the property were previously evaluated in the 2004 University Community Plan prepared by Merced County and in the 2009 Long Range Development Plan for UC Merced. Ascent developed a unique checklist to develop a CEQA compliance strategy for the Specific Plan that best leverages the work that has been done on the site. Based on the results of the checklist, we are preparing a Subsequent EIR to the 2004 University Community Plan to address changes in the Community Plan, the proposed VST Specific Plan, and annexation of the specific plan area into the city. The EIR requires coordination with the City of Merced, UC Merced, and the Local Area Formation Commission of Merced County.

[DRAFT Focused Subsequent Environmental Impact Report for the UCP Update and VST Specific Plan](#)

[FINAL Focused Subsequent Environmental Impact Report for the UCP Update and VST Specific Plan](#)

Betabel Commercial Conditional Use Permit EIR

The project's goal is to develop and enhance approximately 26 acres of land along the US Route 101 corridor, introducing a diverse range of commercial uses consisting of a gas station with convenience store, a restaurant, amusement buildings with exhibits, a motel and banquet hall with outdoor pool and outdoor movie screen, and an outdoor event center. The design of the project would be reminiscent of the 1940s and 1950s American roadside. The project site has already been partially affected by previous and current land uses, including a farmstand, nursery structure, and roadways.

To assess the project's environmental impact, Ascent prepared an EIR for the County of San Benito. The EIR evaluates the physical effects of infrastructure improvements, such as an on-site water supply system comprising five well sites and fire flow tanks, an on-site wastewater treatment system with a septic leach field, and retention basins for stormwater drainage. This project was awarded the prestigious Environmental Analysis Document Outstanding Award by the California Association of Environmental Professionals.

[EIR for the Betabel Commercial Development Conditional Use Permit Project, San Benito County](#)

Analytical Resources

Ascent uses a variety of software and protocols for conducting, reviewing, and overseeing the preparation of technical analyses for CEQA compliance. Our staff have experience using emission estimation models (e.g., California Emissions Estimator Model [CalEEMod], emission factors model [EMFAC], Off-Road Emissions Inventory Program [OFFROAD]) and GHG prediction protocols (e.g., Local Government Protocols, AP 42 emission factors). We use mobile GIS applications such as ArcPad, SurvCE, Collector for ArcGIS, Wildnote, QGIS, Survey123 for ArcGIS, ArcGIS Pro Desktop and Online, Adobe Illustrator, AutoCAD, ESRI, Google Earth, and SSURGO. We use tools and software used to conduct health risk assessments (HRAs), such as the air dispersion modeling software AERMOD and the risk assessment tool HARP. For energy impact analysis, we use Excel calculation sheet + MS Access database queries using statewide and local consumption factors, as well as Python.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Authorizing the City Manager to Execute a Fund Transfer Agreement with the California Department of Transportation (Caltrans) to Fund Project No. 4299 Bicycle Lane Improvement Project (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012; and Roberto Alonzo, PW Division Manager - Engineering, 408-586-3316)
Category:	Consent Calendar-Community Development
Meeting Date:	1/23/2024
Recommendation:	Adopt a resolution authorizing the City Manager to execute a Fund Transfer Agreement with the California Department of Transportation (Caltrans) to receive Caltrans 2022 Priority Legislative Budget Project (PLPB) Appropriation to fund Project No. 4299 Bicycle Lane Improvement Project.

BACKGROUND:

The City received a State allocation of a One-time State Funding Grant for bicycle facility improvements in FY22-23. The Milpitas Bike Lane Facilities Enhancements project is funded with \$1 million from the State Budget Act of 2022. The project goal is to improve bicyclist safety, reduce traffic stress for bicycle users, and promote bicycle use by eliminating bicycle facility gaps and upgrading existing bicycle facilities in the City. The project streets include Abel Street, Main Street, and Milpitas Boulevard corridors. These streets are identified as high priority routes by the Master Plan that connect to historical downtown on Main Street, schools, and a key route that crosses railroad tracks and creek. The bike enhancements proposed for the project include Class IIB: Buffered Bike Lane, Class IV: Cycle Track, Class III: Bike Route, and Green Bike Lane at bicycle and vehicular conflict zones. The project locations were presented and approved at the September 19, 2023 City Council meeting.

ANALYSIS:

The recently adopted (2024-2028) 5-year Capital Improvement Program includes Project No. 4299 Bicycle Improvement Project 2024-2025, the "Project."

The existing bicycle network in the City of Milpitas includes approximately 50 miles of bicycle lanes, buffered bicycle lanes, designated bicycle routes, and paved shared use paths. Over 30 miles of the bicycle facilities are on-street bikeways and are primarily located along major roadways with higher posted travel speeds and significant traffic volumes.

The City's Trail, Pedestrian, and Bicycle Master Plan adopted by City Council in 2022 proposed to expand and enhance the bicycle facilities with a complete and connected low-stress bicycle network that supports travel to, from, and around major destinations in Milpitas.

This projects' goals are to install and improve existing bicycle facilities in the City and provide safer bicycle routes and promote alternative methods of transportation to reduce greenhouse gas emissions.

Project No. 4299 Bicycle Improvement Project 2024-25 – Estimated Total Project Cost \$1.0M

- Abel Street from Milpitas Blvd to Redwood Avenue
- Abel Street from Redwood Avenue to Marylinn Drive
- Marylinn Drive from Abel Street to Weller Lane
- Main Street from Weller Lane to Carlo Street

- Main Street from Carlo Street to Great Mall Parkway
- Milpitas Blvd from Abel Street to Calaveras Blvd

The Project is to be funded using \$1M in Caltrans PLPB Earmarked funds. Following approval of the project list at the September 19, 2023 City Council meeting, the project scope and locations were reviewed and approved by Caltrans. In order for the City to receive the PLBP funds, a Fund Transfer Agreement needs to be executed between the City and Caltrans. Following execution of the Fund Transfer Agreement, design is anticipated to start Spring 2024, and construction in Summer 2025.

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve Project No. 4299 Bicycle Improvement Project 2024-2025 is to be funded by Caltrans 2022 PLPB Earmarked funds.

Pros: None.

Cons: To receive the \$1.0M PLPB Earmark fund requires that the project locations be approved by City Council and subsequently by Caltrans so that a Fund Transfer Agreement with Caltrans can be executed.

Reason not Recommended: The PLPB Earmark fund is needed to pay for the proposed bicycle lane improvements.

FISCAL IMPACT:

The receipt of the PLPB Earmark fund for use in the City's bicycle lane enhancement project is needed to help offset the City costs and will reduce the need for funding from other City sources such as the General Fund. It is anticipated the City will receive \$1M in PLPB Earmark funds to be used in Project No. 4299 Bicycle Improvement Project 2024-2025.

California Environmental Quality Act (CEQA):

The action is a fiscal activity of the City government or an action to create a City government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378.

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute a Fund Transfer Agreement with the California Department of Transportation (Caltrans) to receive Caltrans 2022 Priority Legislative Budget Project (PLPB) appropriation to fund Project No. 4299 Bicycle Lane Improvement Project.

Attachment(s):

- (a) Resolution
- (b) Fund Transfer Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING
EXECUTION OF ADMINISTERING AGENCY-STATE MASTER AGREEMENTS FOR STATE
AND FEDERAL-AID FUNDED PROJECTS**

WHEREAS, the City of Milpitas is eligible to receive Federal and/or State funding for certain Transportation Projects through the California Department of Transportation; and,

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements must be executed with the California Department of Transportation before such funds can be claimed; and,

WHEREAS, the City of Milpitas wishes to delegate the authority to execute these agreements and any amendments thereto the City Manager.

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Manager is hereby authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements, and any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED this ____ day of January 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

Funds Transfer Agreement Between the California Department of Transportation and the City of Milpitas

- 1.1 The California Department of Transportation (Caltrans) and the City of Milpitas (the City) hereby enter into this Funds Transfer Agreement (Agreement) on the terms and conditions set forth below.
- 1.2 This Agreement is not valid until signed by both parties. This Agreement shall expire on City's completion of its obligations under this Agreement but may be extended by amending this Agreement.

BACKGROUND

2.1 Section 19.56, subdivision (g)(1)(W) of the Budget Act of 2022 (the Act) appropriated \$1,000,000 (the Funds) from the State General Fund to Caltrans, to be allocated to the City for the Milpitas Bike Lanes Facilities Enhancement.

2.2 Caltrans determined the best method for allocation to ensure the funds are used for the purposes specified in Section 19.56 of the Act is a funds transfer agreement.

2.3 The existing bicycle network in the City of Milpitas includes approximately 50 miles of bicycle lanes, buffered bicycle lanes, designated bicycle routes, and paved shared use paths. Over 30 miles of the bicycle facilities are on-street bikeways and are primarily located along major roadways with higher posted travel speeds and significant traffic volumes.

Abel Street, south of Jacklin Road, has a posted speed limit of 35 mph and currently has a combination of Class II bicycle lanes and designated bicycle facilities. Main Street, south of Weller Lane, has a posted speed limit of 30 mph, and has a combination of Class II bicycle lanes and no bicycle facilities. Milpitas Boulevard, south of Abel Street, has a posted speed limit of 35 mph, and has Class II bicycle lanes.

The Milpitas Bike Lanes Facilities Enhancement project's goal is to improve the safety and reduce traffic stress for bicycle users along the Abel Street, Main Street, and Milpitas Boulevard corridors by eliminating bicycle facility gaps and upgrading existing bicycle facilities to promote bicycle use within the City.

SCOPE OF WORK

3.1 The Funds provided under this Agreement will be used for the administration, design, and implementation of: bicycle lanes, buffered bicycle lanes, designated bicycle routes, separated on-street bikeways, and associated

roadway modifications, signage, pavement striping, and markings for the Milpitas Bike Lanes Facilities Enhancement (Project). Project limits are on N Abel Street from N Milpitas Boulevard to Marylinn Drive, Marylinn Drive from N Abel Street to Weller Lane, N Main Street from Weller Lane to Carlo Street, S Main Street from Carlo Street to Great Mall Parkway, and N Milpitas Boulevard from N Abel Street to E Calaveras Boulevard. Project deliverables include CEQA documentation, and Final Engineering plans and specifications, and construction of the project.

3.2 The City shall only use Funds for the Project specified in the Act. The City's self- attestation verifying the intended use of funds shall be provided to the Department prior to the release of any funds.

FUNDING, COSTS, COST LIMITATION, & PAYMENT

4.1 The Funds will be encumbered within 2 days of the effective date of this Agreement. Pursuant to Section 19.56 of the Act, funds must be encumbered by June 30, 2024, and expended by June 30, 2026, or the funds will revert to the State's General Fund by operation of law.

4.2 Payments shall be made as authorized by Sections 19.56(a) of the Act, including, but not limited to the provisions noted below:

- a. Notwithstanding any other law, a designated state entity administering an allocation pursuant to this section may provide the allocation as an advance lump sum payment, and the allocation may be used to pay for costs incurred prior to the effective date of the act adding this paragraph.
- b. Funding provided in this section shall not be used for a purpose subject to Section 8 of the Article XVI of California Constitution.

4.3 Within 30 days of expending all of the Funds or upon completion or termination of Project, whichever comes first, the City shall submit to Caltrans a Project Closeout Report. The Project Closeout Report at a minimum shall include a description of completed Project component(s) and a description of Project outcomes. Photographs of the Project are encouraged to be included.

4.4 Any Project costs paid using the Funds that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR, Part 200, are subject to repayment by the City to Caltrans.

4.5 The City shall return any unspent Funds to Caltrans at the conclusion, completion, or termination of the Project.

4.6 Upon written demand by STATE, any overpayment to the City of amounts invoiced to CALTRANS shall be returned to STATE.

4.7 Should the City fail to refund any moneys due CALTRANS as provided herein or should the City breach this AGREEMENT by failing to complete Project without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amounts paid by or owed to CALTRANS for each Project, from future apportionments or any other funds due [Agency Title] from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE-FUNDED projects proposed by ADMINISTERING AGENCY.

INQUIRIES & NOTICES

5.1 All inquiries during the term of this Agreement will be directed to the representatives listed below:

For Caltrans:

Name: Bahadur Singh
Address: 111 Grand Ave,
Oakland, CA, 94612
Phone Number: (510) 496-9543
Email:
bahadur.n.singh@dot.ca.gov

For the City:

Name: Roberto Alonzo
Address: 455 E Calaveras Blvd,
Milpitas, CA, 95035
Phone Number: (408) 586-3316
Email: ralonzo@milpitas.gov

5.2 Each party may change their representative listed above upon 10 calendar days' written or emailed notice to the other party and without the need for amending this Agreement.

OTHER TERMS & CONDITIONS

6.1 Drug-Free Workplace Requirements: the City will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the City may be ineligible for award of any future State agreements if Caltrans or the State Department of General Services determines that any of the following has occurred: the City has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

6.2 Conflict of Interest: The City needs to be aware of the following provisions regarding current or former state employees. If the City has any questions on the status of any person rendering services or involved with the Agreement, Caltrans must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date, he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date, he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If the City violates any provisions of above paragraphs, such action by the City shall render this Agreement void. (Pub. Contract Code § 10420.) If the Agreement is rendered void, [Agency Title] shall return all Funds.

6.3 Labor Code/Workers' Compensation: The City needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and the City affirms to comply with such provisions before commencing the performance of the work described in this Agreement. (Labor Code § 3700.)

6.4. Americans With Disabilities Act: The City assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)

6.5. The City Name Change: An amendment is required to change the City's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

6.6. Resolution: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

6.7. Air or Water Pollution Violation: Under State law, the City shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge

prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

6.8. Audit: The City agrees that Caltrans, the California Department of General Services, the California State Auditor's Office, or other State agency with a legitimate business purpose, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The City agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.

6.9. Amendments: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. Any amendment signed by the City must be approved by its Board of Directors as evidenced by a resolution, order, motion, or ordinance of the City and a copy provided to Caltrans. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

6.10. Caltrans and the City shall continue with their responsibilities under this Agreement during any dispute.

6.11 This Agreement may be executed in separate counterparts.

6.12 An electronically signed copy of this Agreement shall have the same force and effect as if it were signed manually.

6.13 Should the City be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if the City is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, CALTRANS is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV – 21, from those constituent entities comprising a joint powers authority or by bringing of an action against the City or its constituent member entities, to recover all funds provided by CALTRANS hereunder.

State:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Printed Name: Ann Fox

Signature: _____

Deputy Director for Planning & Modal
Programs

Date: _____

Local Agency:

The City of Milpitas

Printed Name: _____

Signature: _____

Title: _____

Date: _____

Accounting Certification

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jie Chen		11/16/2023	\$1,000,000.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize the Surplus of City Vehicles and Authorize the City Manager to Execute a General Services Agreement with JJ Kane Auctioneers for the Surplus of City Assets (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602 and Lauren Lai, Finance Director, 408-586-3111)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	1/23/2024
Recommendation:	Authorize the surplus of City Vehicles and authorize the City Manager to execute a General Services Agreement with JJ Kane Auctioneers for the surplus of City assets in an amount not to exceed 5% of an assets auction price.

BACKGROUND:

The City is equipped with 270 vehicles and over 500 pieces of equipment to support the City operations. A total of thirty-one (31) vehicles are scheduled for surplus/disposal since they have reached the end of their useful life. In accordance with Purchasing Policy 1-2.7.03 – Disposal of Property with an Estimated Value of More Than Five Thousand Dollars (\$5,000) – staff is seeking City Council approval for the disposal of the vehicles. Public Works has no recent experience or data from vehicle auctions to provide present market value of these vehicles.

Additionally, staff is also recommending the execution of a general services agreement with JJ Kane Auctioneers to manage the sale of surplus City assets through a cooperative purchasing agreement with Omnia. JJ Kane Auctioneers is a turnkey auction house that provides full-service asset disposal for our region. Full-service asset disposal includes transportation of vehicles/equipment from City facilities to the auction house, storage of vehicles/equipment prior to the auction, marketing for the auction through their various media outlets, and the actual sale of the vehicles/equipment. Other services include appraisal of vehicles/equipment, decommission and cleaning services of vehicles/equipment. Per the Omnia cooperative agreement, JJ Kane Auctioneers standard fee of the sale of consignment items will be priced at, not to exceed, five percent (5%).

ANALYSIS:

The surplus vehicles scheduled for disposal have reached the end of their useful life. Below is a chart with the year of the vehicle, asset/vehicle ID, make, model and department the vehicle is assigned to.

Year	Fleet ID	Make	Model	Department	Useful Life
1989	F050	Ford	F350 Brush	Fire	8 years
1992	F051	Ford	E350 Econoline	Fire	10 years
2000	MD08	Kawasaki	KZ1000	Police	3 years
2000	R443	Ford	F150 Pickup	Finance	7 years
2002	M002	Kawasaki	KZ1000-P21	Police	5 years
2002	M006	Kawasaki	KZ1000	Police	5 years
2002	J104	Ford	E450 Super-duty	Recreation	7 years
2005	M008	Honda	ST1300P	Police	3 years
2005	B264	Ford	E350 Econoline	Public Works (Parks)	6 years
2006	D009	Ford	Mustang GT	Police	5 years
2006	M001	Honda	ST1300P	Police	5 years
2006	C417	Ford	Crown Victoria	Code Enforcement	3 years
2006	Z406	Ford	Taurus	Public Works (Fleet)	5 years
2008	PT06	Ford	E350 Econoline	Police	5 years

2009	C437	Ford	Crown Victoria	Code Enforcement	5 years
2009	M002	Honda	ST1300P	Police	5 years
2009	UN02	Toyota	Camry Hybrid	Police	6 years
2010	D032	Ford	Crown Victoria	Police	5 years
2011	PT16	Ford	Crown Victoria	Police	5 years
2011	PT21	Ford	Crown Victoria	Police	5 years
2011	PT28	Ford	Crown Victoria	Police	5 years
2014	PT15	Ford	Interceptor	Police	5 years
2014	PT17	Ford	Interceptor	Police	5 years
2014	PT26	Ford	Interceptor	Police	5 years
2014	PT27	Ford	Interceptor	Police	5 years
2014	PT29	Ford	Interceptor	Police	5 years
2014	PT30	Ford	Interceptor	Police	5 years
2015	PT01	Ford	Interceptor	Police	5 years
2015	PT11	Ford	Explorer	Police	5 years
2015	PT12	Ford	Explorer	Police	5 years
2017	PT07	Ford	Explorer	Police	5 years

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve the surplus of vehicles.

Pros: None

Cons: Given that the City has procured many replacement vehicles, the inability to surplus the identified vehicles would create storage constraints and would forego any revenue proceeds generated by their sale.

Reason for Not Recommending: Staff recommends the surplus of these vehicles as a best practice performed by any municipal fleet operations as they reach the end of their useful life and are replaced by new inventory.

FISCAL IMPACT: The City would realize an undetermined amount of revenue by auctioning this surplus inventory. Auction proceeds would be deposited in Fund 500 – Equipment Replacement Fund to be expended for future vehicle and equipment purchases.

California Environmental Quality Act (CEQA):

By the definition provided in the CEQA Guidelines Section 15378, this action does not qualify as a “project” for the purpose of CEQA as this action has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

RECOMMENDATION:

Authorize the surplus of City Vehicles and authorize the City Manager to execute a General Services Agreement with JJ Kane Auctioneers for the surplus of City assets in an amount not to exceed 5% of an assets auction price.

Attachment(s):

- a. Agreement with JJ Kane Associates, Inc.
- b. Surplus Vehicle Schedule
- c. Generic Surplus Property Resolution

**CITY OF MILPITAS
COOPERATIVELY PURCHASED AGREEMENT FOR AUCTION SERVICES**

This Cooperatively Purchased Agreement for **Auction Services** (“Agreement”) is entered into as of the _____ by and between the City of Milpitas, a municipal corporation organized under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”) and **JJ Kane Associates, Inc.**, a New Jersey Stock Corporation with its principal place of business at **33 Inverness Center Parkway, Birmingham, AL 35242** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement

RECITALS

WHEREAS, on April 19, 2022, the **National Cooperative Purchase Alliance (now OMNIA Partners)** awarded a contract to Contractor entitled **JJ Kane Associates, Inc.** (“Original Contract”) for **Auction Services** pursuant to a competitive solicitation process performed in accordance with the competitive procurement rules applicable to **National Cooperative Purchase Alliance (now OMNIA Partners)**; and

WHEREAS, pursuant to the City’s purchasing ordinance, the City is authorized to utilize cooperative purchasing to utilize contracts based on an agreement or entered into by any public agency or cooperative purchasing program utilizing public agency procurements as the basis for contracts offered, regardless of whether the City is a named party to the agreement or an actual participant in such a program; and

WHEREAS, the Original Contract is listed in the purchasing schedule offered by **OMNIA Partners**, a national cooperative purchasing program; and

WHEREAS, the City desires to rely on the Original Contract entered into between **National Cooperative Purchase Alliance (now OMNIA Partners)** and Contractor and procure **Auction Services** on the same terms and conditions set forth therein pursuant to this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are a part of this Agreement.
2. **Term.** The term of this Agreement shall be from **date first written above to April 30, 2025**, unless earlier terminated as provided herein. The City reserves the right to review the Contractor’s performance at the end of each year and cancel all or part of the Agreement. This Agreement may be extended by the City for an additional two (2) one-year terms upon mutual written consent of the City and Contractor.
3. **Incorporation By Reference.** The Scope of Services is attached hereto as Exhibit “A” and incorporated herein by this reference. The Original Contract, including all documents incorporated by reference therein, is attached hereto as Exhibit “B” and incorporated herein by this reference – all references in the Original Contract to “**National Cooperative Purchase Alliance (now OMNIA Partners)**” shall be understood to mean the City of Milpitas. The Contractor’s Proposal is attached hereto as Exhibit “C” and is incorporated herein by reference. The incorporation of the Original Contract and the Contractor’s Proposal as part of this Agreement is subject to the order of precedence set forth below.
4. **Precedence of Agreement Documents.** If there is a conflict between Agreement documents, the document highest in precedence shall control. The precedence shall be:

One: This Agreement
Two: The Original Contract
Three: The Contractor's Proposal

Amendments, supplemental agreements, and approved revisions to the Agreement or any part thereof become a part of item One above.

5. Obligations of the City.

A. The City shall be obligated to pay Contractor based upon the unit and/or lump sum prices set forth in the Original Contract and/or the Contractor's Proposal for services authorized by the City.

B. Payments to the Contractor shall be made within 30 days after receipt of an original invoice from the Contractor and acceptance of the services by City.

C. In no event shall the total amount paid for this Agreement exceed five (5) percent per auction item plus charges for transportation and other services as set forth in the price sheet for the original contract unless otherwise agreed to by the parties in writing. Commissions and charges for transportation and other services shall be deducted from the City's portion of the auction payment and shall not become due or payable until such time as the property has been sold and payment has been received. In no event shall the total amount due and payable under this agreement, including but not limited to all commissions and charges, exceed eighty thousand dollars (\$80,000).

D. City shall, at its own expense, maintain and carry in full force and effect appropriate insurance coverage, as determined in its sole discretion, on the Auction Items (defined in Section 8) being sold hereunder until the day of auction sale. Contractor shall not be responsible for any damages to Auction Items resulting from casualty or acts of God while such Auction Items are located at the sale site. Contractor shall be responsible for any loss or damage to Auction Items due to Contractor's willful or negligence acts or omissions.

6. Obligations of the Contractor.

A. Contractor shall perform the Scope of Services as required by this Agreement.

B. Contractor shall obey all Federal, State, local, and special district laws, ordinances, and regulations. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Scope of Services is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of the Scope of Services, including any delay, shall be Contractor's sole responsibility and Contractor shall indemnify City from liability arising out of the same. It shall be mandatory upon the Contractor and all subcontractors to comply with all applicable California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815), contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 and to be registered with the California Department of Industrial Relations

shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1771.4, 1725.5 and 1771.1.

C. The Contractor shall keep a tally of the cost for the services ordered by City. The Contractor shall not accept work orders from the City if the cost for the work will exceed the amount indicated above unless otherwise agreed to by the parties in writing.

7. **Audit.** City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its statements to City as a condition precedent to any payment to Contractor.

8. **Hold Harmless and Indemnification.** Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively "Claims"), , to the extent any such Claims are caused by any willful misconduct, reckless, or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services pursuant to this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses that are comparatively allocable to Contractor pursuant to this indemnity. However, the defense and hold harmless obligations in the preceding sentence shall not apply to Claims arising out of or related to (a) City's ownership and maintenance (or lack thereof) of the Auction Items (defined below), (b) the condition of the Auction Items at time of auction, (c) any title defects or delays in delivering free and clear title to the Auction Items, (e) any breach of this Agreement by Seller, or (f) any violations by City of applicable state and federal laws, including, without limitation, state and federal emissions laws and regulations (which, as between City and Contractor, are the sole responsibility of City). Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. As used in this Agreement, "Auction Items" means the property identified by City for Contractor to facilitate the sale of at public absolute auction.

9. **Amendments.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by the City and Contractor.

10. **Anti-Discrimination.** In the performance of the terms of this Agreement, Contractor shall not engage in, nor permit subcontractors to engage in, discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons.

11. **Termination.** City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the

next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement

12. **Complete Contract.** This Agreement shall constitute the complete Agreement between the parties hereto. No verbal agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such verbal agreement, understanding, or representation be binding upon the parties hereto.

13. **Time of Performance.** Time is of the essence in this Agreement.

14. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, and any such assignment without said consent shall be void.

15. **Authority to Execute Contract.** Both City and Contractor do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute contracts for such party.

16. **Insurance.** Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "D" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

17. **Jurisdiction and Venue.** Jurisdiction is in the State of California and venue lies in Santa Clara County.

18. **Wage Theft Prevention.** Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance. BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and

provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied. For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws. Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law. Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

19. **Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

JJ Kane Associates, Inc.
33 Inverness Center Parkway
Birmingham, AL 35242
Attn: Riley Browne

City:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 95035
Attn: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR AGREEMENT FOR AUCTION SERVICES
BETWEEN THE CITY OF MILPITAS
AND JJ KANE ASSOCIATES, INC.**

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY OF MILPITAS

Approved By:

Ned Thomas, City Manager

Date

Approved As To Form:

Michael Mutalipassi, City Attorney

Approved:

Lauren Lai, CPA, MPA
Finance Director/Risk Manager

Approved As To Content:

Christian Di Renzo, Public Works Director

JJ KANE ASSOCIATES, INC.

Signature

Name

Title

Date

EXHIBIT “A”

SCOPE OF SERVICES

Contractor shall provide auctioneering and other services related to the sale and disposal of City property or assets. Below is a list of other services:

- Transportation from City facility to auction yard.
- Storage of vehicles and equipment until the asset sold.
- Marketing for the auction through their various media outlets.
- Auction of City vehicles and equipment.
- Appraisal of vehicles and equipment.
- Decommission and Cleaning services of vehicles and equipment scheduled for auction.

EXHIBIT “B”
ORIGINAL CONTRACT

Attached Behind This Page



Response to NCPA RFP # 13-22

Request for Proposal (RFP) for Auction Services

Solicitation Number: 13-22

Publication Date: Tuesday, February 8th, 2022

Notice to Respondent:

Submittal Deadline: Thursday, March 24th, 2022 2:00 pm CST

Questions regarding this solicitation must be submitted [to questions@ncpa.us](mailto:toquestions@ncpa.us) no later than Thursday, March 17th, 2022. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Auction Services for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Auction Services, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.



Competitive Solicitation by
Region 14 Education Service Center
For
Auction Services

On behalf of itself and other Government Agencies
And made available through the
National Cooperative Purchasing Alliance
RFP # 13-22



National Cooperative Purchasing Alliance



Submitted By:
JJ Kane Associates, Inc. DBA Auctioneers

Submitted To:
National Cooperative Purchasing Alliance

Introduction / Scope

- Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Auction Services.
- Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- Awarded vendor(s) shall perform covered product or services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- Each product or service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a

single product or service within any category, or multiple products or services within any and all categories.

- National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that complies with procurement laws and regulations.
- It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

- Submission of Response
 - Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
 - Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
 - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
 - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.
- Public Bid Opening
 - The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email_contracts@ncpa.us by 4:00 pm the day before the bid opening date to receive an invitation.
- Required Proposal Format

- > Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).
- Tabs
 - > Tab 1 – Master Agreement / Signature Form
 - > Tab 2 – NCPA Administration Agreement
 - > Tab 3 – Vendor Questionnaire
 - > Tab 4 – Vendor Profile
 - > Tab 5 – Products and Services / Scope
 - > Tab 6 - References
 - > Tab 7 - Pricing
 - > Tab 8 – Value Added Products and Services
 - > Tab 9 – Required Documents

Tab 1 – Master Agreement

General Terms and Conditions

- Customer Support
 - > The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- Disclosures
 - > Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - > The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- Renewal of Contract
 - > Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- Funding Out Clause
 - > Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - > Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- Shipments (if applicable)
 - > The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- Tax Exempt Status
 - > Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- Payments
 - > The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- Adding authorized distributors/dealers
 - > Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - > Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - > Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - > All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- Pricing
 - > All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor’s responsibility to keep all pricing up to date and on file with NCPA.

- > All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- Warranty
 - > Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period. [There is no warranty offered by JJ Kane for Remarketing Auction Services](#)
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - > Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
 - > Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- Safety
 - > Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.
- Permits
 - > Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- Indemnity
 - > The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the [negligent act or omission or willful misconduct](#) actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- Franchise Tax
 - > The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- Supplemental Agreements
 - > The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above

the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- Certificates of Insurance
 - > Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- Legal Obligations
 - > It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- Protest
 - > A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
 - > Any protest review and action shall be considered final with no further formalities being considered.
- Force Majeure
 - > If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
 - > The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of

the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

- Termination

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- Contract Administration
 - > The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- Contract Term
 - > The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - > It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- Contract Waiver
 - > Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- Products and Services additions
 - > Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- Competitive Range
 - > It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- Deviations and Exceptions
 - > Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- Estimated Quantities

- > The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- Evaluation
 - > Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- Formation of Contract
 - > A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- NCPA Administrative Agreement
 - > The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- Clarifications / Discussions
 - > Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

- Multiple Awards
 - > Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- Past Performance
 - > Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- Pricing (40 points)
 - > Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- Ability to Provide and Perform the Required Services for the Contract (25 points)
 - > Product Delivery within participating entities specified parameters
 - > Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - > Vendor's ability to perform towards above requirements and desired specifications.
 - > Past Cooperative Program Performance
 - > Quantity of line items available that are commonly purchased by the entity.
 - > Quality of line items available compared to normal participating entity standards.
- References and Experience (20 points)
 - > A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
 - > Respondent Reputation in marketplace
 - > Past Experience working with public sector.
 - > Exhibited understanding of cooperative purchasing
- Value Added Products/Services Description, (8 points)
 - > Additional Products/Services related to the scope of RFP
 - > Marketing and Training
 - > Minority and Women Business Enterprise (MWBE) and (HUB) Participation



Response to NCPA RFP # 13-22

> Customer Service

- Technology for Supporting the Program (7 points)
 - > Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - > Quality of vendor's on-line resources for NCPA members.
 - > Specifications and features offered by respondent's products and/or services



Response to NCPA RFP # 13-22

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name [JJ Kane Associates, Inc.](#)

Address [33 Inverness Center Pky](#)

City/State/Zip [Birmingham AL 35242](#)

Telephone No. [205-408-2341](#)

Fax No. [N/A](#)

Email Address riley.browne@jjkane.com

Printed Name [Riley Browne](#)

Position with company [Regulatory Operations Manager](#)

Authorized signature **Riley Browne**

000019602

Digitally signed by: Riley Browne
000019602
DN: CN = Riley Browne 000019602 email
= Riley.Browne@altec.com OU =
Company, Divisions, Roanoke, Associates
Date: 2022.03.24 13:47:53 -05'00'

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of April 19, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and [JJ Kane Associates, Inc.](#) (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 19, 2022 referenced as Contract Number 02-129, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Auction Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

♦ General Terms and Conditions

- > The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- > NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall

accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- > Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- > NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- > With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.
- > The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

- **Term of Agreement**

- > This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

- **Fees and Reporting**

- > The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total

- > Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- > Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

♦ General Provisions

- > This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- > Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- > If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- > Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation,



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change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.

- > This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- > All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273, Houston, TX 77270

Signature: 

Date: April 19, 2022

Vendor:

Name: [JJ Kane Associates, Inc.](#)

Title: [Regulatory Operations Manager](#)

Address: [33 Inverness Center Parkway, Birmingham, AL 35242](#)

Signature: Riley Browne
000019602

 Digitally signed by: Riley Browne 000019602
DN: CN = Riley Browne 000019602 email =
Riley.Browne@altec.com OU = Company,
Divisions, Roanoke, Associates
Date: 2022.03.24 13:48:16 -05'00'

Date: [3-24-2022](#)

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

♦ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.



50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| ☐ Alabama | ☐ Maryland | ☐ South Carolina |
| ☐ Alaska | ☐ Massachusetts | ☐ South Dakota |
| ☐ Arizona | ☐ Michigan | ☐ Tennessee |
| ☐ Arkansas | ☐ Minnesota | ☐ Texas |
| ☐ California | ☐ Mississippi | ☐ Utah |
| ☐ Colorado | ☐ Missouri | ☐ Vermont |
| ☐ Connecticut | ☐ Montana | ☐ Virginia |
| ☐ Delaware | ☐ Nebraska | ☐ Washington |
| ☐ District of Columbia | ☐ Nevada | ☐ West Virginia |
| ☐ Florida | ☐ New Hampshire | ☐ Wisconsin |
| ☐ Georgia | ☐ New Jersey | ☐ Wyoming |
| ☐ Hawaii | ☐ New Mexico | |
| ☐ Idaho | ☐ New York | |
| ☐ Illinois | ☐ North Carolina | |
| ☐ Indiana | ☐ North Dakota | |
| ☐ Iowa | ☐ Ohio | |
| ☐ Kansas | ☐ Oklahoma | |
| ☐ Kentucky | ☐ Oregon | |
| ☐ Louisiana | ☐ Pennsylvania | |
| ☐ Maine | ☐ Rhode Island | |

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| ☐ American Samoa | ☐ Northern Mariana Islands |
| ☐ Federated States of Micronesia | ☐ Puerto Rico |
| ☐ Guam | ☐ U.S. Virgin Islands |
| ☐ Midway Islands | |

♦ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE ☐
- **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB ☐

♦ **Residency**

- Responding Company's principal place of business is in the city of Birmingham,
State of AL

♦ **Felony Conviction Notice**

- Please Check Applicable Box;

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

♦ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

- | | |
|---|--|
| ☐ Manufacturer Direct | ☐ Certified education/government reseller |
| ☐ Authorized Distributor | ☐ Manufacturer marketing through reseller |
| ☐ Value-added reseller | ☒ Other: <u>Remarketing Auction Services</u> |

♦ **Processing Information**

- Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Jonathan Julian

Title: Sales Manager

Company: JJ Kane Auctioneers

Address: 33 Inverness Center Parkway

City: Birmingham State: AL Zip: 35242

Phone: 508-439-7336 Email: jonathan.julian@jjkane.com



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- **Purchase Orders**

Contact Person: Jonathan Julian
Title: Sales Manager
Company: JJ Kane Auctioneers
Address: 33 Inverness Center Parkway
City: Birmingham State: AL Zip: 35242
Phone: 508-439-7336 Email: jonathan.julian@jjkane.com

- **Sales and Marketing**

Contact Person: Jonathan Julian
Title: Sales Manager
Company: JJ Kane Auctioneers
Address: 33 Inverness Center Parkway
City: Birmingham State: AL Zip: 35242
Phone: 508-439-7336 Email: jonathan.julian@jjkane.com

- ♦ **Pricing Information**

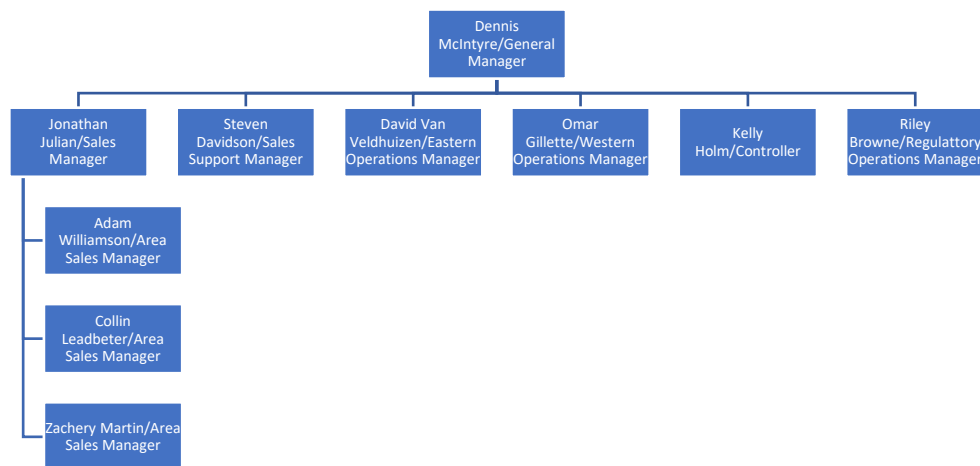
- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
☒ Yes ☐ No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
☒ Yes ☐ No



Response to NCPA RFP # 13-22

Please provide the following information about your company:

- ◆ Company's official registered name. [JJ Kane Associates, Inc.](#)
- ◆ Brief history of your company, including the year it was established. [J.J. Kane Auctioneers](#) has been in business since 1989. [J.J. Kane Auctioneers](#) is a nationwide auction company conducting over 100 public auctions annually. Sellers include government agencies, electric cooperatives, investor-owned utility companies, utility companies, manufacturers, contractors, lending institutions, rental companies, and more. [J.J. Kane](#) specializes in utility, power line, underground and construction equipment, specialty trucks, and fleet vehicles. [J.J. Kane](#) provides a turnkey solution by handling all aspects of the sale process. [J.J. Kane](#) takes pride in making our process as simple as possible for our sellers while simultaneously obtaining the highest returns on your investments.
- ◆ Company's Dun & Bradstreet (D&B) number. [848374534](#)
- ◆ Company's organizational chart of those individuals that would be involved in the contract.



- ◆ Corporate office location. [33 Inverness Center Parkway, Birmingham, AL 35242](#)
 - List the number of sales and services offices for states being bid in solicitation.
[JJ Kane Auctioneers](#) has over 70 locations nationwide to auction equipment from. There is at least one sale each month which focuses on a different region of the country. Our schedule may change due to holidays but the general layout is as follows:

[First Tuesday – Central US](#)

[Second Tuesday – Northeastern US](#)

[Third Tuesday – Western US](#)

[Fourth Tuesday – South Eastern US](#)

JJ Kane auction sites:



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95 3rd St NE	Graysville	AL	35073
30 Terraconway Dr	Conway	AR	72032
2505 W Durango St	Phoenix	AZ	85009
8668 Sparling Ln	Dixon	CA	95620
2884 S Cerry Ave	Fresno	CA	93706
4510 Muth Way	Jurupa Valley	CA	92509
2882 Pomona Blvd	Pomona	CA	91768
17900 Construction Way	Redding	CA	96003
641 Telluride St	Aurora	CO	80011
5303 126th Ave N	Clearwater	FL	33760
2750 Imeson Rd	Jacksonville	FL	32220
5470 New Kings Rd	Jacksonville	FL	32209
2157 NE Jacksonville Rd	Ocala	FL	34470
2455 Port West Blvd	Riviera Beach	FL	33407
1041 S 86th St	Tampa	FL	33619
2570 Old Okeechobee Rd	West Palm	FL	33409
100 Liberty Rd	Villa Rica	GA	30180
1600 NE 66th Ave	Des Moines	IA	50313
880 Rt 83	Grayslake	IL	60030
14354 Dearborn Ave	South Beloit	IL	61080
3020 Commercial Rd	Ft Wayne	IN	46809
5201 W 84th St	Indianapolis	IN	46268
1009 Vernon Rd	Wathena	KS	66090
3760 South Broadway	Wichita	KS	67216
105 Aerial Dr	Elizabethtown	KY	42701
2841 Verona Mudlick Rd, Suite B	Verona	KY	41092
175 Bay Ridge Rd	Opelousas	LA	70570
11 Fortune Blvd	Shrewsbury	MA	01545
1434 Hughes Ford Rd	Frederick	MD	21701
19530 Beaver Creek Rd	Hagerstown	MD	21740
7482 Shipley Ave	Harmans	MD	21077
2041 N Berwick Rd	Wells	ME	04090
750 Island Hwy	Charlotte	MI	48813
1255 Port Terminal Rd	Duluth	MN	55802
1109 Stagecoach Rd	Shakopee	MN	55379
5610 E 32nd St	Joplin	MO	64804
962 Tel Aviv Ave	Kansas City	MO	64153
5202 E US Highway 36	St Joe	MO	64507
1125 S Callahan Rd	Wentzville	MO	63385
16351 N Service Rd	Wright City	MO	63390
6033 I-55 / W Frontage Rd	Byram	MS	39272
135 Hwy 16	Glendive	MT	59330
4805 US Highway 93	Missoula	MT	59804
5600 Holly Shelter Rd	Castle Hayne	NC	28429
7439 Orr Rd	Charlotte	NC	28213
5555 Concord Pkwy S, Suite 328	Concord	NC	28027
200 Altec Way	Mount Airy	NC	27030
512 N Post Rd	Shelby	NC	28150



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342 Chestnut Ave	Berlin Township	NJ	08091
1981 Montauk Hwy	Bell Port	NY	11713
15 Pine St	Deposit	NY	13754
5835 Success Dr	Rome	NY	13440
1180 Commerce Pkwy	Ashland	OH	44805
1236 Township Rd 1175	Ashland	OH	44805
1667 Watkins Rd	Columbus	OH	43207
9920 West Reno Ave	Oklahoma City	OK	73127
7020 Tolo Rd	Central Point	OR	97502
13817 NE Sandy Blvd	Portland	OR	97230
250 Laird St	Plains	PA	18705
1402 Conshohocken Rd	Plymouth Meeting	PA	19462
1000 Franklin Dr	Smock	PA	15480
544 E Dumplin Valley Rd	Kodak	TN	37764
6902 E Orem Dr	Houston	TX	77075
13107 W I-20 E	Odessa	TX	79765
2954 SE Loop 410	San Antonio	TX	78222
999 Solon Rd	Waxahachie	TX	75165
1111 S 3200 W	Salt Lake City	UT	84104
555 Fulton St	Salt Lake City	UT	84104
13301 Great Coastal Dr	Chester	VA	23836
820 State Route 161 N	Eatonville	WA	98328
944 Apple Blossom Dr	Neenah	WI	54956
1776 Interstate Hwy	Hanover	WV	24839

- List the names of key contacts at each with title, address, phone and e-mail address.

Jonathan Julian	Sales Manager	33 Inverness Center Parkway	Birmingham, AL	35242	(508)439-7336	Jonathan.julian@jjkane.com
Omar Gillette	Operations Manager	33 Inverness Center Parkway	Birmingham, AL	35242	(951)-657-9494	Omar.gillette@jjkane.com
David Van Veldhuizen	Operations Manager	33 Inverness Center Parkway	Birmingham, AL	35242	(317)-491-0435	David.vanveldhuizen@jjkane.com
Steven Davidson	Sales Support Manager	33 Inverness	Birmingham, AL	35242	(205)437-7215	Steven.davidson@jjkane.com

		s Center Parkway				
Kelly Holm	Controller	33 Invernes s Center Parkway	Birmingham , AL	3524 2	(609)- 413-1936	Kelly.holm@jjkane.com
Adam Williamso n	Area Sales Manager	33 Invernes s Center Parkway	Birmingham , AL	3524 2	(919)672 -8392	Adam.williamson@jjkane.com
Collin Leadbeter	Area Sales Manager	33 Invernes s Center Parkway	Birmingham , AL	3524 2	(508)713 -7100	Collin.leadbeter@jjkane.com
Riley Browne	Regulatory Manager	33 Invernes s Center Parkway	Birmingham , AL	3524 2	(205)- 408-2341	Riley.browne@jjkane.com
Zachery Martin	Area Sales Manager	33 Invernes s Center Parkway	Birmingham , AL	3524 2	(508)745 -3341	Zachery.martin@jjkane.com

◆ Define your standard terms of payment.

Purchaser will be notified of its winning bid on the date of Sale. Invoices will be emailed to Purchaser no later than the end of the 1st business day following the date of Sale. Unless agreed to in writing by Auctioneer,

- Complete payment is required within 3 business days of the sale, in guaranteed funds: traveler's checks, money orders and/or bank certified checks. All major credit cards will be accepted, up to a \$10,000 maximum charge per customer per sale with no service fee. International Buyers will need to wire transfer full payment directly from your bank to J.J. Kane Auctioneers bank account. No International checks will be accepted. Company and personal checks will be accepted. International Purchasers are required to wire transfer full payment directly from Purchaser's banking institution to Auctioneer's bank deposit account. International checks will not be accepted. •
- Should Purchaser fail to pay in full for all Auction Item(s) within 3 business days following the date of Sale, Purchaser shall remain fully responsible for the purchase price therefor and the buyer's fee applicable thereto. In addition to all other rights of Auctioneer contained herein, if a default occurs and Purchaser has not made full payment by the 3rd business day following the date of Sale, Auctioneer may, in its sole discretion, elect to: (a) charge a 2% late fee and, for



so as long as the default continues to occur, all outstanding financial obligations shall bear interest at the interest rate of 2% per month (the "Default Interest Rate"). The Default Interest Rate shall apply from the date of the default through the time any judgment thereon is paid in full; or (b) declare any Auction Item(s) for which full payment has not been received a "No Sale" and charge a 20% restocking fee with respect to each such Auction Item equal to the greater of (i) 20% of the applicable sale price for the Auction Item or (ii) \$250.

- If for any reason a court or arbitrator(s) deems the Default Interest Rate excessive or impermissible, the arbitrator(s) or judge shall impose the maximum default interest rate permitted and all other terms contained herein shall remain valid and enforceable. Purchaser acknowledges and agrees that Purchaser shall be responsible for any applicable towing, storage and restocking fees and all reasonable attorneys' fees, court costs, default interest and other costs incurred by Auctioneer associated with the enforcement of this provision.

◆ Who is your competition in the marketplace?

Municibid

Gov Deals

Bidadoo

Ritchie Brothers/Iron Planet

Purple Wave

◆ What differentiates your company from competitors?

The history, tradition and culture of JJ Kane are founded on our values:

- Customer first
- Enjoyment of work
- Family
- Financial stability
- Integrity
- People are our greatest strength



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- Quality
- Spiritual development
- Teamwork

• JJ Kane Auctioneers promotes an environment built on teamwork where knowledge is shared and innovative service solutions are the result. The expertise of our Team is as critical to our success as the effectiveness of our service and solutions. At JJ Kane Auctioneers, you can personally excel while making a difference to the company, our customers and communities.

• JJ Kane is a Nationwide Service Company with over 70 locations in the United States. JJ Kane's technological advancements comes through our digital marketing platforms which include our AWS website server, social media platforms such as Facebook, Twitter and Proxibid.com who is also our online bidding platform. Proxibid allows bidders to place bids on items up to 30 days in advance when items are listed online which includes bid extensions up to 90 seconds in the last minute of bidding. Every Item that is listed online for auction has conditions noted in addition to a minimum of 20 photo's for each item. In addition to the above, our digital advertising and marketing advancements help establish our market presence throughout the United States and many International countries.

◆ Describe how your company will market this contract if awarded.

- We communicate with our database of over 100,000 opted-in contacts (over 80% actively engaged) through promotional emails.
- * Frequency:
- * Auction Preview: sent one week prior to auction close date.
- * Auction Reminder: sent one day prior to auction close date.
- * Promotional emails are personalized using dynamic content based on industry.
- * We send out weekly MMS messages promoting upcoming auctions.
- * MMS messages are personalized using dynamic content based on industry.
- * Feature in our daily organic social media posts.
- * Run Facebook and Instagram advertisements before every auction using look-a-like audiences based on the top 1% of website traffic and previous ad clicks.
- * List inventory on Facebook Marketplace.
- * List inventory on third-party sites for additional exposure.
- * Construction Equipment Guide
- * Machinio
- * Equipment Trader Online
- * Rock & Dirt
- * My Little Salesman
- * Commercial Truck Trader
- * Feature equipment in monthly Construction Equipment Guide newsletter.
- * Feature equipment on our website home page.

- * Create custom landing page to host only your equipment.
- * This landing page can be shared on our social media channels (Facebook, Instagram, LinkedIn, Twitter) for extra promotion.
- We personalize our communication to deliver relevant content to our database. This personalization is driven by the use of dynamic content based on industry. Industries are assigned using contact data as well as purchase history, bidding history, and blind form submissions embedded in our promotional emails.
- * We use this same method of personalization in our MMS strategy ads
- * We create multiple ad sets per auction and target appropriately based on user's industry.
- Audiences
- * Our ads are strategically served using look-a-like modeling.
- * We also use PSID's from Facebook Marketplace inquiries to enhance our look-a-like
- *audiences based on product.

◆ Describe how you intend to introduce NCPA to your company. Our team is familiar with NCPA since we hold the current contract. However, as we continue to grow we will provide new training and refresher training to associates so they understand how to utilize this tool. We will also post contract information and best practice guidance on our internal site.

◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website. Catalogs for sales are active on JJ Kane and Proxibid.com up to 30 days prior to the sale, maximizing marketing efforts and exposure. Robust search features include searching for items by location, industry, equipment category, make and model. Bidding begins 5 days prior to the close of the auction. Closing time on lots is continually extended each time a bid is accepted within 60 seconds of the lot closing. Bidders are able to save lots that they are interested in and place maximum bids on items.

◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.) We have a dedicated Customer Service Team in place at JJ Kane Auctioneers. This team fields all of JJ Kane's call volume and can assist with general questions as well as specific areas such as title tracking and payments. Any items that require follow up are placed into a ticketing system that is used for visibility and tracking. This closed loop system assures that conflict resolution is attained. Our goal is to make decisions and follow up within 24 hours on issues that needed to be escalated above our customer service representatives. Our customer service center is staffed from 8:00 AM – 7:00 PM CST.

◆ Green Initiatives (if applicable)

➤ As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.



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JJ Kane sells Electric and Hybrid vehicles to the secondary markets across the country for many investor owned utilities and power providers. All facilities in the corporation, including auction yards and service centers, have converted to energy efficient LED lighting. All new construction is reviewed and where applicable, energy efficiency products/construction are included (i.e., LED lighting, high efficiency gas burners, Energy Star appliances, motion activated lighting , etc.).

- Our St. Joseph, MO facility has installed solar energy on three of the buildings on campus.
- Altec EcoEasy Common Sustainability Goals. Green purchasing policies using Best-Value approach utilizing Staples' environmental office products and supplies has been implemented Corporate wide.

Our parent company, Altec Industries, Inc. (www.altec.com) is the industry leader for sustainability efforts and is dedicated to listening and creating solutions. That's why we acknowledge the tremendous challenges and opportunities our customers face and aspire to responsibly care for the environment and the communities in which we operate. Altec's allegiance is evident in the development of numerous sustainability initiatives:

The Industry's First Green-Focused Facility. Located in Dixon, CA, Altec products are manufactured in a plant that features state-of-the-art sustainable construction that exceeds Title 24 energy and lighting codes.

- Meeting Customer Needs. Our Green Fleet product line decreases fuel consumption and greenhouse gas emissions, while lowering noise pollution. In partnership with the Department of Energy, Electric Partners Research Institute, CALSTART Hybrid Truck Users Forum and others, we offer a range of hybrid/electric and job-site energy management systems, along with recycled lightweight materials and alternative fuels.
- Facilities and Processes. Each Altec facility has established procedures and environmental management programs and actively engages in recycling steel, copper and aluminum, as well as consumer recyclables. The installation of powder coat and e-coat paint systems has substantially reduced solid waste volume and air emissions, and energy-efficient lighting has replaced traditional lighting in all facilities.
- Altec EcoEasy Common Sustainability Goals. Green purchasing policies using Best-Value approach utilizing Staples' environmental office products and supplies has been implemented Corporate wide.

◆ Anti-Discrimination Policy (if applicable)

- Describe your organizations' anti-discrimination policy.

JJ Kane recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives.



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We are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law.

JJ Kane's parent company Altec is a National Corporate Member of the Women's Business Enterprise National Council.

We strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with JJ Kane and Altec are encouraged to register on our Supplier portal, located on our website.

JJ Kane strives to maintain a work environment free from unlawful discrimination and harassment, where Associates are treated with respect and dignity.

JJ Kane requires all supervisors to complete Unconscious bias training.

◆ Vendor Certifications (if applicable)

- Provide a copy of all licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

JJ Kane follows all state and federal guidelines pertaining to auction licenses, permits, zoning, insurance, OSHA, EPA and all required business licenses to conduct auction sales throughout the United States. Authorized Representative Riley Browne holds a Certified Schedules Contracts Manager (CSCM) certification. Copies available upon request.

JJ Kane is a member of the following associations:

- National Auctioneer Association NAA
- Power Contractor Communication Association.
- PCCA
- Electric Utility Fleet Managers Conference EUFMC
- Investment Recovery Association IRA
- International Society of Arboriculture ISA
- Tree Care Industry Association TCIA
- American Rental Association ARA
- National Fleet Management Association NAFA
- National Rural Electric Cooperative Association NRECA

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ Warranty
 - Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
 - Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ The following is a list of suggested (but not limited to) Auction Services categories. List all categories along with manufacturer that you are responding with:

The following are items from the list that are regularly or have been auctioned through our service:

- Auto Parts
- Auto Repair Equipment
- Backhoes and Loaders
- Bucket Trucks
- Bulldozers
- Cable Plows
- Camera
- Cars
- Clothing, Shoes & Accessories
- Coins & Currency
- Collectibles
- Commercial Truck Parts
- Computer
- Construction Materials



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- Cranes
- Digger Derricks and Pressure Diggers
- Directional Drills
- Dump Trucks
- Electronics
- Estate & Personal Property
- Excavators
- Flatbed Trucks
- Food & Beverage Service
- Home Furniture
- Industrial Machinery & Equipment
- Jewelry
- Landscape & Commercial Lawncare
- Major Appliances
- Medical & Lab
- Motorcycles, ATVs, Golf and Yard Carts
- Musical Instruments
- Office
- Phones
- Pickup Trucks and Service Trucks
- Specialty Vehicles and Equipment
- Sporting Goods
- SUVs
- Tools, Attachments, Parts, and Accessories
- TV, Video and Audio
- Vans
- Trailers
- Trenchers
- Wood Chippers



Tab 7 – Pricing

- ◆ Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities
- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

["Price List – and Notes JJ Kane"](#) document attached to Bonfire site, This is the same pricing structure that JJ Kane uses for all Cooperative Purchasing agreements, and there is not better pricing available through our cooperative purchasing agreements.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

- * Transportation Services - JJ Kane can schedule transportation of equipment off of consignor yards and to a JJ Kane auction yard.
- * Appraisal Services - JJ Kane can provide appraisal services for your equipment
- * Financing Services - JJ Kane can work with our parent company, Altec, to offer financing for our customers.
- * Decommission and cleaning services - JJ Kane is able to decommission and clean equipment to increase auction value.
- * JJ Kane also offers a BUY NOW platform on our website www.jjkane.com.
- * JJ Kane also has a nationwide service called Repair Central that utilizes repair services throughout the United States who are available 24 hours.
- * JJ Kane also can offer operator training for Altec products through the Altec Sentry Training Program.

Tab 9 – Required Documents

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Antitrust Certification Statements
- Required Clauses for Federal Assistance by FTA

Federal Funds Certifications



Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as

supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in

compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in



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accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.



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Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror: [JJ Kane Associates, Inc.](#)

Address: [33 Inverness Center Parkway](#)

City, State, Zip: [Birmingham, AL 35242](#)

Authorized Signature: **Riley Browne**

Date: [3-24-2022](#)

000019602

Digitally signed by: Riley Browne
000019602
DN: CN = Riley Browne 000019602 email
= Riley.Browne@altec.com OU =
Company, Divisions, Roanoke, Associates
Date: 2022.03.24 13:49:05 -05'00'



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Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor: [JJ Kane Associates, Inc.](#)

Print Name: [Riley Browne](#)

Address: [33 Inverness Center Parkway](#)

City, State, Zip: [Birmingham, AL 35242](#)

Authorized Signature:

**Riley
Browne
000019602**

Date: [3-24-2022](#)

Digitally signed by: Riley
Browne 000019602
DN: CN = Riley Browne
000019602 email = Riley.
Browne@altec.com OU =
Company, Divisions, Roanoke,
Associates
Date: 2022.03.24 13:49:16 -
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Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Response to NCPA RFP # 13-22

Authorized signature

Date [3-24-2022](#)

Riley
Browne
000019602

Digitally signed by: Riley Browne
000019602
DN: CN = Riley Browne
000019602 email = Riley.
Browne@altec.com OU =
Company, Divisions, Roanoke,
Associates
Date: 2022.03.24 13:49:31 -05'00'



Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name: [JJ Kane Associates, Inc.](#)

Address [33 Inverness Center Pkw](#)

City/State/Zip [Birmingham, AL 35242](#)

Telephone No. [205408-2341](#)

Fax No. [N/A](#)

Email address riley.browne@jjkane.com

Printed name [Riley Browne](#)

Position with company [Regulatory Operations Manager](#)

Authorized signature

Riley

Browne

000019602

Digitally signed by: Riley
Browne.000019602
DN: CN = Riley Browne
000019602 email = Riley.
Browne@alltec.com OU =
Company, Divisions, Roanoke,
Associates
Date: 2022.03.24 13:49:47 -
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Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC)

implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.



Response to NCPA RFP # 13-22

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to an



Response to NCPA RFP # 13-22

obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.



Response to NCPA RFP # 13-22

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.



Response to NCPA RFP # 13-22

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal: http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Tuesday, April 19th, 2022

JJ Kane Associates, Inc.
ATTN: Riley Browne
33 Inverness Center Parkway
Birmingham, AL 35242

Dear Riley:

Region XIV Education Service Center is happy to announce that JJ Kane Associates, Inc. has been awarded an annual contract for Auction Services based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on April 30, 2025. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and JJ Kane Associates, Inc.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shane Fields', is written over the word 'Sincerely,'.

Shane Fields
Region XIV, Executive Director



33 Inverness Center Parkway
Birmingham, AL 35242
Phone: 253-259-7401
Email: Scott.Olsen@jjkane.com

Re: NCPA Pricing

Under JJ Kane's Contract #02-129 for Auction Services, value add, the sale of consignment items: the standard fee for the sale of consignment items will be priced at, not to exceed, a 5% fee. This contract also includes direct sales from consignee equipment to other government agencies. The fee for this service is the same as our auction fee.

We look forward to earning your business and deepening our partnerships. Should you have any questions regarding this proposal, please contact your JJ Kane Auctioneers team provided in the below contact information.

Thank you,

Scott Olsen
Account Manager
Scott.olsen@jjkane.com
253-259-7401

City of Milpitas	
Rate Sheet/ NCPA/Omnia Contract# 02-129	
<u>Commission (Selling Fees)</u>	
Motor Vehicles and Off Road Vehicles (Omnia Agreement Pricing)	5.0%
Miscellaneous Property (Non-motor Off Road Vehicle) (Omnia Agreement Pricing)	5.0%
Non-running Vehicles (Omnia Agreement Pricing)	5.0%
Vehicle Recall (Transport to local dealer to complete)	\$100 Per Vehicle
State of California Vehicle Safety Inspection	No Charge
Smog Service	No Charge
CARB Administrative Fee	No Charge
DMV Back Fees (If any)	Paid by seller
Duplicate Title (If title is lost and we have to replace)	\$100 Per Vehicle
<u>Transportation Charges and Other Services</u>	
Standard Towing: Running Vehicles (6-8 Vehicles)	Cost plus 10%
Standard Towing: Non-op units	Cost plus 10%
Low Bed Trailer Service (Equip/Med to Large Trucks)	Cost plus 10%
Surplus Personal Property (Miscellaneous)	Cost plus 10%
Minor De-Logo, Decomission (no paint)	\$50 small/ \$75 Large
Exempt Plates: Processing "E" Plates	No Charge
Storage Fees	No Charge

EXHIBIT “C”
CONTRACTOR’S PROPOSAL

Attached as part of Exhibit B

EXHIBIT “D”

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.**

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor’s or Consultant’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

____ Coverage at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

X Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

____ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

____ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

____ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

 X Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

____ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

____ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

 X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

____ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's or Consultant's Pollution Legal Liability:

____ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

____ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor or Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

____ Bid Bond
____ Performance Bond
____ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its elected and appointed officials, officers, attorneys, agents employees and volunteers as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

____ Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor or Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor’s Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor’s Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor’s work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

EXHIBIT A

Surplus Vehicle Schedule

Year	Fleet ID	Make	Model	Department	Useful Life
1989	F050	Ford	F350 Brush	Fire	8 years
1992	F051	Ford	E350 Econoline	Fire	10 years
2000	MD08	Kawasaki	KZ1000	Police	3 years
2000	R443	Ford	F150 Pickup	Finance	7 years
2002	M002	Kawasaki	KZ1000-P21	Police	5 years
2002	M006	Kawasaki	KZ1000	Police	5 years
2002	J104	Ford	E450 Superduty	Recreation	7 years
2005	M008	Honda	ST1300P	Police	3 years
2005	B264	Ford	E350 Econoline	Public Works (Parks)	6 years
2006	D009	Ford	Mustang GT	Police	5 years
2006	M001	Honda	ST1300P	Police	5 years
2006	C417	Ford	Crown Victoria	Code Enforcement	3 years
2006	Z406	Ford	Taurus	Public Works (Fleet)	5 years
2008	PT06	Ford	E350 Econoline	Police	5 years
2009	C437	Ford	Crown Victoria	Code Enforcement	5 years
2009	M002	Honda	ST1300P	Police	5 years
2009	UN02	Toyota	Camry Hybrid	Police	6 years
2010	D032	Ford	Crown Victoria	Police	5 years
2011	PT16	Ford	Crown Victoria	Police	5 years
2011	PT21	Ford	Crown Victoria	Police	5 years
2011	PT28	Ford	Crown Victoria	Police	5 years
2014	PT15	Ford	Interceptor	Police	5 years
2014	PT17	Ford	Interceptor	Police	5 years
2014	PT26	Ford	Interceptor	Police	5 years
2014	PT27	Ford	Interceptor	Police	5 years
2014	PT29	Ford	Interceptor	Police	5 years
2014	PT30	Ford	Interceptor	Police	5 years
2015	PT01	Ford	Interceptor	Police	5 years
2015	PT11	Ford	Explorer	Police	5 years
2015	PT12	Ford	Explorer	Police	5 years
2017	PT07	Ford	Explorer	Police	5 years

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS DIRECTING THE
DISPOSAL OF CERTAIN PERSONAL PROPERTY**

WHEREAS, certain personal property set forth on and more particularly described in Exhibit A attached to this resolution, including abandoned property, cannot be used by any department of the City; and

WHEREAS, each item of personal property set forth on and more particularly described in Exhibit A has an estimated value that exceeds Five Thousand Dollars (\$5,000) in current market value; and

WHEREAS, the City Council may, upon notice, empower the Purchasing Agent to dispose of said personal property at public or private sale or by renting or destroying the same (all with or without notice, competitive bid, or necessity of posting bid bonds, at the Purchasing Agent or designee's discretion, and upon such terms as he or she deems best); and

WHEREAS, the disposal of the personal property set forth on and more particularly described in Exhibit A will benefit the residents of the City of Milpitas.

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council directs the Purchasing Agent to dispose of the personal property set forth on and more particularly described in Exhibit A, attached to this resolution and incorporated herein by reference, at public or private sale or by renting or destroying the same (all with or without notice, competitive bid, or necessity of posting bid bonds, at the Purchasing Agent or designee's discretion, and upon such terms as he or she deems best).

PASSED AND ADOPTED this _____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a resolution to adopt the Citywide Travel Safety Plan (Plan), Project No. 4293 Citywide Traffic Safety Assessment (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012; Roberto Alonzo, PW Division Manager - Engineering, 408-586-3316)
Category:	Consent Calendar-Community Development
Meeting Date:	1/23/2024
Recommendation:	Adopt a resolution to adopt the Citywide Travel Safety Plan (Plan), Project No. 4293 Citywide Traffic Safety Assessment

BACKGROUND:

The Citywide Travel Safety Assessment, Project No. 4293, is an approved project in the 2023-2027 Capital Improvement Program (Project). This Project provides a five-year analysis of crash data and trends within the City and recommends countermeasures and safety improvements within a Citywide Travel Safety Plan.

The Citywide Travel Safety Plan summarizes the existing safety context for the City of Milpitas based on crash records obtained from the California Highway Patrol (CHP) Statewide Integrated Traffic Records System (SWITRS) database. This data has been used to identify Citywide safety trends, high-crash locations, and locations with unusual crash patterns or high-crash severities. The analysis was conducted using a network screening process for the City-maintained roadway system using crash records spanning a five-year period from January 1, 2017 through December 31, 2021.

ANALYSIS:

The recently adopted (2024-2028) 5-year Capital Improvement Program includes Project No. 4293 Citywide Traffic Safety Assessment, the "Project".

Data Collection

The following data was collected for use in the crash data analysis:

1. Roadway Network
 - a. The roadway network within the City classifies roadway segments, based on functional design and capacity, as either major arterial, minor arterial, collector, or local road to develop classification specific crash rates.
2. Intersections
 - a. Intersections throughout the City were grouped by control type as either signalized or non-signalized.
3. Crash Data
 - a. The five-year crash data collected from January 1, 2017 through December 31, 2021 was used for the network screening analysis. Using data from the past five-year period is sufficient in identifying potential trends in crashes by location and type, while not being outdated as to have data that would include long-term technology and cultural changes. The dataset includes injury crashes but does not include property damage only crashes. The crash data collected contain GPS data used in the statistical analysis. In total, 928 crashes were reported during the five-year period.
4. Average Daily Traffic
 - a. Traffic volume data was collected in 2022. Volumes were used to develop crash rates.

Data Analysis

Using a network screening process, locations within the City that would most likely benefit from safety enhancements were identified. Guidance documents utilized during the analysis include the Local Roadway Safety Manual and the Highway Safety Manual. The network screening process evaluated intersection and roadway segments by the number of crashes, critical crash rate, equivalent property damage amount, severity of injuries, crash type, bicyclist and pedestrian involvement, and primary collision factor, and then identified trends in areas that had more of a given type of crash than would be expected for that type of location when compared to similar locations either within the City or across the State. The intersection and roadway segment network screening can be found in Appendices A and B of Attachment 1, respectively.

Other factors evaluated in the network screening process include comparing the percentage of fatal and severe injury (K+SI) crash data to the statewide averages of the 16 challenge areas identified by the California Strategic Highway Safety Plan (SHSP), lighting condition, time of day, and the total number of crashes per year. There was an observed 44% decrease in the number of crashes between 2017 and 2020, with reduced travel during the COVID-19 pandemic likely being a contributing factor.

Public Engagement

City and Kimley-Horn and Associates staff prepared a Public Engagement Plan to reach a broad cross-section of the community throughout the City. Staff conducted multiple public outreach meetings, online surveys including an interactive online map to capture the community's interest, comments, and priority for improvements, and presentations to the City's Transportation Subcommittee. These outreach efforts were carried out to encourage and maximize public participation.

The public engagement effort was kicked-off with a virtual meeting held on March 15, 2023. Following the kick-off meeting, the first round of online public input with the interactive map was opened from March 15, 2023 through April 28, 2023. After processing the first round of input, an in-person public meeting was held at the Milpitas Library on May 17, 2023, followed by a second round of online public input with draft countermeasures from May 17, 2023 through July 28, 2023.

Draft Countermeasures

Staff prepared a countermeasure toolbox to address the traffic safety concerns identified through the analysis and public engagement. Countermeasures were selected based on type of location, crash type addressed, and crash modification factor, or the expected reduction of crashes after implementation.

After being shared with the public, the draft countermeasure toolbox was reviewed by City Police, Public Works, and Planning Department staff.

Proposed Case-Study Locations for Near Term Improvements

As a result of the Citywide network screening analysis, 25 project case study locations were selected for further analysis and development of site-specific safety improvement recommendations. Each location includes a list of recommended safety countermeasures with corresponding crash modification factor, the number of crashes anticipated to be reduced, 10-year crash reduction estimate and benefit, planning level construction cost estimate, and a potential funding source. The potential safety countermeasures identified reflect safety improvements that can be applied to reduce the likelihood of future crashes and were subjected to a benefit/cost assessment to determine their potential return on investment.

These countermeasures can be implemented in the Near-Term (0-3 years), Mid-Term (3-5 years), or Long-Term (5+ years). The term of the improvement was determined by the estimated cost and timeline to implement.

The total estimated cost of improvements for all 25 Case Study Locations is approximately \$7.5 million. Staff will look to implement the improvements in stages as various local, state, and federal funding opportunities arise.

Transportation Subcommittee

Staff presented at the City's Transportation Subcommittee on April 12, 2023 to provide an update on the Project, and again on October 25, 2023 to present the findings of the Travel Safety Plan. The second meeting

focused on four main areas: 1) Project Background, 2) Project Timeline, 3) Crash Data Analysis Results and Public Engagement Summary and; 4) Safety Improvements.

After receiving the presentation on the draft Travel Safety Plan, the subcommittee provided feedback to the City Staff and Consultant Design Teams and inquired about the crash data that was analyzed each year over the five-year data period. The estimated costs for the improvements was a topic of interest as well and how these costs and number of accidents could help determine priority locations. The subcommittee also inquired about the Consultant's recommendations for future funding sources. Staff incorporated the requested information in *Table 4: Priority Locations* and *Appendix E: Project Sheets* of the Travel Safety Plan.

Additional items that were discussed during the presentation include but are not limited to the following:

1. Rumble Strips and their installation
2. Factoring school locations into the safety analysis
3. Extending an elongated red light time as an extra buffer as a way to minimize car crashes at intersections.
4. Flashing Beacons – particularly at Washington Drive and Arizona Avenue

Implementation Plan

The steps outlined below will be taken to ensure proper implementation of goals, measure the effectiveness of the Travel Safety Plan, and determine when updates are needed.

1. Conducting routine progress meetings to track implementation
2. Continuing to monitor and record traffic incidents on local roadways
3. Maintaining a list of transportation safety focus areas, based on historical crash data
4. Considering an update to the plan after no more than five to seven years

Funding Opportunities

Competitive funding resources have been identified to assist in the development and implementation of the safety projects identified. The Citywide Travel Safety Plan has been prepared to put the City in a favorable position when the time comes to apply for the State and Federal assistance. Grant funding opportunities available include the Highway Safety Improvement Program, Caltrans Active Transportation Program, State Transportation Improvement Program, and the Safe Streets and Roads for All Program. Several of these funding opportunities will be accepting applications in 2024. City staff will look to pursue these and similar funding opportunities as they arise.

POLICY ALTERNATIVE(S):

Alternative 1: Do not adopt the resolution adopting the Citywide Travel Safety Plan.

Pros: None.

Cons: The Citywide Travel Safety Plan provides guidance for development and implementation of safety projects. A document of support is required for various types of grant funding requests. A denial would delay the various projects and potentially miss any deadlines for grant opportunities.

Reason not Recommended: Adoption of the Citywide Travel Safety Plan is highly recommended when applying for State and Federal transportation safety grants.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption Citywide Travel Safety Plan Document. However, \$8 million funding is required to implement all proposed improvements as shown in the Plan. The Plan identifies potential funding opportunities from local, regional, and state sources that could be used toward completion of these improvements.

California Environmental Quality Act (CEQA):

The project is exempt under Section 15262 (Feasibility and Planning Studies) of the CEQA guidelines. A Notice of Exemption (NOE) was filed with the County of Santa Clara on January 9, 2024.

RECOMMENDATION:

Adopt a resolution to adopt the Citywide Travel Safety Plan, Project No. 4293 Citywide Traffic Safety Assessment.

Attachment(s):

Attachment 1 – Citywide Travel Safety Plan Final Report

Attachment 2 - Resolution

Presented by

Kimley»Horn

Expect More. Experience Better.



CITY OF MILPITAS

CITYWIDE TRAFFIC SAFETY REPORT



CITYWIDE TRAVEL SAFETY PLAN *DRAFT FINAL*

PREPARED FOR:

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ACKNOWLEDGEMENTS

The City of Milpitas employees and partners were instrumental in the development, review, and refinement of this Technical Memorandum. The City of Milpitas' Engineering Department and Kimley-Horn would like to express their appreciation to the supporting staff and partners for their participation and contributions.

CITY OF MILPITAS

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STATUTORY NOTICE

23 U.S.C. § 409: US Code - Section 409: Discovery and admission as evidence of certain reports and surveys

Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential accident sites, hazardous roadway conditions, or railway- highway crossings, pursuant to sections 130, 144, and 148 of this title or for the purpose of developing any highway safety construction improvement project which may be implemented utilizing Federal-aid highway funds shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.

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LIST OF ACRONYMS

AASHTO	American Association of State Highway and Transportation Officials
ADT	Average Daily Traffic
ARIDE	Advanced Roadside Impaired Driving Enforcement
Caltrans	California Department of Transportation
CCR	Critical Crash Rate
CHP	California Highway Patrol
CMF	Crash Modification Factor
CRF	Crash Reduction Factor
DRE	Drug Recognition Expert
EPDO	Equivalent Property Damage Only
FHWA	Federal Highway Administration
GIS	Geographic Information System
HFST	High Friction Surface Treatment
HSM	Highway Safety Manual
K+SI	Fatal and Severe Injury Crashes
NHTSA	National Highway Traffic Safety Administration
PDO	Property Damage Only
RRFB	Rectangular Rapid Flashing Beacon
SHSP	Strategic Highway Safety Plan
SWITRS	Statewide Integrated Traffic Records System

1. INTRODUCTION

The City of Milpitas' Citywide Travel Safety Plan has several notable purposes. The first is to identify traffic safety improvements based on a review of crash data and input from City staff, stakeholders, and the community. This project also provides the City with a foundation for a decision-making framework so that it can identify, prioritize, and implement proven safety countermeasures from the City's toolbox in the following years. This report can also serve as an ongoing resource as City staff identify and pursue funding through various programs to implement the identified safety improvements.

This Citywide Travel Safety Plan summarizes the existing safety context for the City of Milpitas based on crash records obtained from the California Highway Patrol (CHP) Statewide Integrated Traffic Records System (SWITRS) database. This data has been used to identify Citywide safety trends, high-crash locations, and locations with unusual crash patterns or high-crash severities. The analysis was conducted using a network screening process for the City-maintained roadway system using crash records spanning a five-year period from January 1, 2017 through December 31, 2021. Section 3 of the report describes the analysis techniques that were used and why these methods were chosen.

1.1. Background

The City of Milpitas is located in the Bay Area in northern California and is the northeastern gateway to Santa Clara County (see **Figure 1**). Situated north of San Jose, Milpitas residents live within 15 miles of technology employers within the Silicon Valley. Milpitas is home to over 80,000 residents (as of 2020). There are two high schools serving Milpitas residents: Milpitas High School and Calaveras Hills High School. Major retail destinations within the City include the Great Mall Shopping Center, McCarthy Ranch, Milpitas Square, and The Seasons Marketplace. Milpitas is home to many jobs, with the largest employers being Cisco Systems, KLA Corporation, Flex, Western Digital (SanDisk), and Linear Technology.

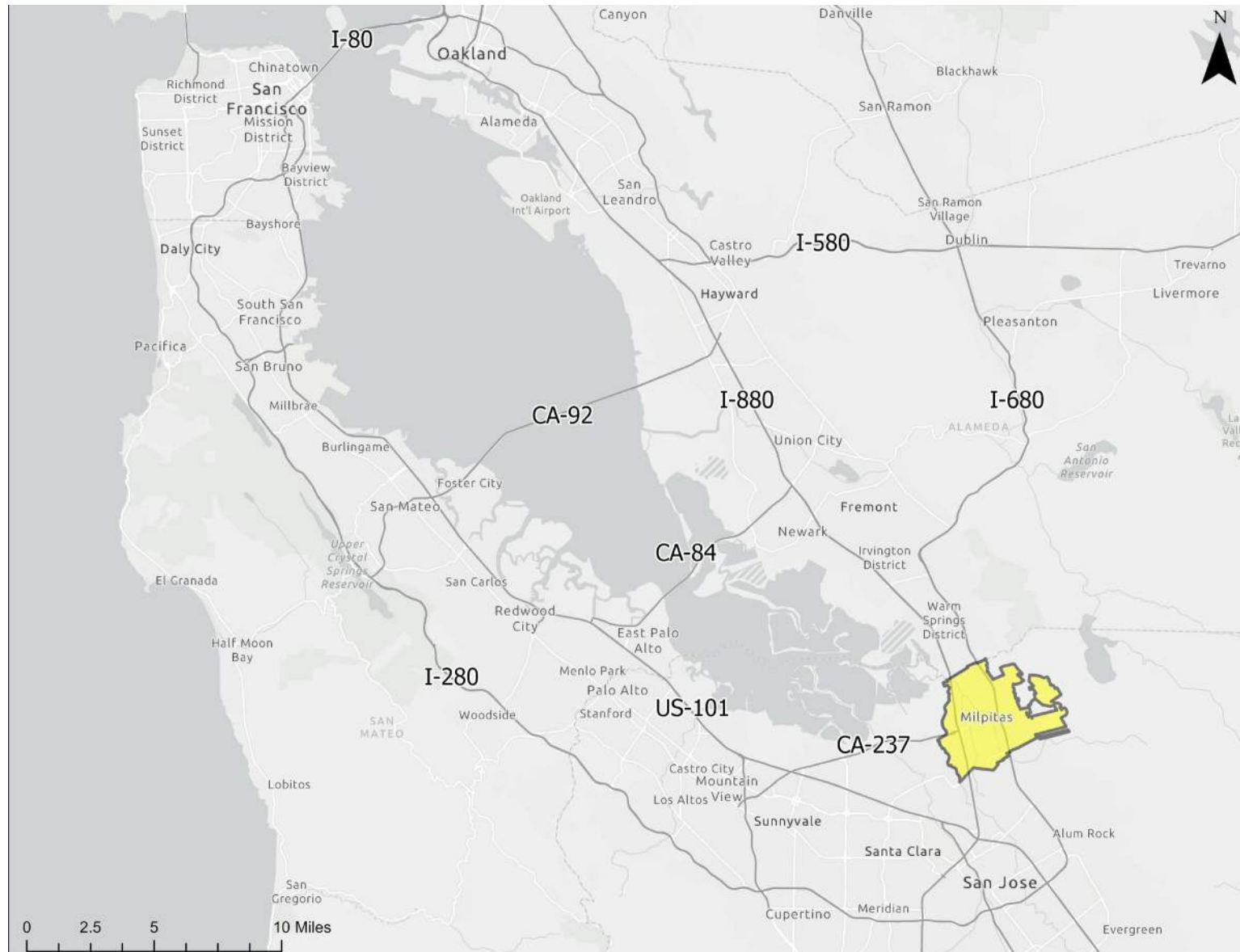
Milpitas has a vast transportation network that ranges from local access via neighborhood streets and collectors, to regional access via freeways and expressways through the City. Interstate 880 (I-880) runs north-south through the western portion of the City and connects Alameda County to Silicon Valley. Interstate 680 (I-680) runs north-south through the eastern portion of the City and connects Contra Costa County to Silicon Valley. Used as a primary connector for regional traffic, Calaveras Boulevard (State Route 237) runs east-west between I-880 and I-680 and approximately 80% of the trips do not start or end in Milpitas. State Route 237 (SR-237), which begins in the City of Milpitas, connects to US-101 and El Camino Real in the Peninsula. Due to its location, the I-880 and SR-237 interchange is often congested during peak periods of travel, resulting in vehicle queues and delay onto City streets. Other major roadways in Milpitas providing regional traffic include Montague Expressway and Great Mall Parkway/Tasman Drive/Capitol Avenue.

For public transportation, BART recently opened the Milpitas BART Station in June 2020, which provides access to the rest of the BART network, which serves major cities such as San Francisco, Oakland, Fremont, Dublin/Pleasanton, Richmond, and Pittsburg. The Santa Clara Valley Transportation Authority (VTA) also provides light rail train and bus service in Milpitas, connecting the City to the rest of Santa Clara County.



CITYWIDE TRAVEL SAFETY PLAN

Figure 1: Location of Milpitas



CITYWIDE TRAVEL SAFETY PLAN

1.2. Commute Patterns

Based on the US Census Bureau American Community Survey (ACS) data from 2017-2021, the City of Milpitas has the following commute trends:

1.2.1. Commute modes

Mode of Travel	%
Motorcycle	0.2%
Taxi	0.3%
Bicycle	0.3%
Work From Home	15.3%
Other Transit	0.7%
Walk	0.7%
Public Transit	2.6%
Drive (carpool)	11.0%
Drive (alone)	68.9%

Source: US Census Bureau ACS 5-year 2017-2021

The majority of the working population in Milpitas drive to work alone. An additional 11% of the working population will carpool to work and 15% of the working population will work from home. Therefore, less than 5% of the working population will use alternative modes of transportation to driving a car (both alone and carpool).

1.2.2. Commute Travel Time

Commute Time to Work	%
Less than 5 minutes	0.8%
5 to 9 minutes	5.3%
10 to 14 minutes	12.1%
15 to 19 minutes	16.1%
20 to 24 minutes	16.1%
25 to 29 minutes	6.5%
30 to 45 minutes	25.4%
45 to 60 minutes	9.1%
60 to 89 minutes	6.1%
More than 90 minutes	2.5%

Source: US Census Bureau ACS 5-year 2017-2021

As shown above, the median travel time for Milpitas residents is 25 minutes, with over 55% of residents having a commute travel time of less than 30 minutes.



CITYWIDE TRAVEL SAFETY PLAN

This report is organized into the following sections:

- **Section 1** presents an introduction to the technical memorandum.
- **Section 2** presents the data sources used in the analysis.
- **Section 3** describes the guiding materials and analysis techniques for the data analysis.
- **Section 4** provides a summary of safety trends.
- **Section 5** provides an overview of the public engagement process.
- **Section 6** presents a summary of the online community engagement feedback.
- **Section 7** includes potential engineering and non-infrastructure countermeasures.
- **Section 8** lists the priority locations identified and the recommended countermeasures.
- **Section 9** describes how the safety plan can be implemented and monitored.
- **Appendices**



2. DATA SOURCES

The following data was obtained from the City for use in crash data analysis.

2.1. Roadway Network

The crash analysis, which is described in detail in **Section 3 (Data Analysis)**, used California Department of Transportation's (Caltrans') roadway classification system. The roadway network classification was assigned to each corridor roadway segment as either a major arterial, minor arterial, collector, or local road to develop crash rates specific to the functional design and capacity. Comparative statistics were stratified by roadway classification (i.e., only major arterials are compared to major arterials).

2.2. Intersections

Intersections throughout the City were grouped by control type as either signalized or non-signalized. The safety analysis is similarly stratified with similar control types (i.e., signalized intersections are only compared to signalized intersections). Note that intersection crashes include those which reportedly occurred within a 250-foot radius of the intersection; all other crashes are considered to be segment crashes in the safety data analysis.

2.3. Crashes

Crash data for the five-year period from January 1, 2017 through December 31, 2021 was used for the network screening analysis. Using data for the past five-year period is sufficient in identifying potential trends in crashes by location and type, while not being outdated as to have data that would include long-term technology and cultural changes. The Transportation Injury Mapping System (TIMS), maintained by the Safe Transportation Research and Education Center (SafeTREC) at UC Berkeley, maps all injury crashes in California using data obtained through SWITRS. This dataset includes injury crashes but does not include property damage only (PDO) crashes. The latest data available from SWITRS was used in this analysis (ending in December 2021) as it typically takes CHP 12-18 months to upload and process the crash data.

In total, 928 crashes were reported on the City's transportation network from January 1, 2017 to December 31, 2021. These crash records contained GPS data and were used in the statistical analysis.

2.4. Annual Average Daily Traffic

Traffic volume data was collected in 2022 as part of the City's Traffic Modeling and Operations Analysis. This data included average daily traffic (ADT) values for roadway segments throughout the City for use in development of crash rates.

3. DATA ANALYSIS

Using a network screening process, locations within the City that would most likely benefit from safety enhancements were identified. The outcome of this analysis helps inform the identification and prioritization of engineering and non-infrastructure safety countermeasures that are most likely to improve roadway safety in the City of Milpitas. This method was selected because it is well established and conducive to large-scale safety analyses, such as citywide safety assessments. The network screening process ranks intersections and roadway segments by the number of crashes that occurred at each location over the analysis period, and then identifies areas that had more of a given type of crashes than would be expected for that type of location. Analysis methods such as the critical crash rate and equivalent property damage only were also used to determine crash frequency and severity at each location. Using historic crash data, crash risk factors for the entire City were explored. The following sections describe the data analysis process.

3.1. Guiding Materials

3.1.1. Local Roadway Safety Manual

The purpose of *Local Roadway Safety Manual: A Manual for California's Local Road Owners* (Version 1.6, April 2022) is to encourage local agencies to pursue a proactive approach to identifying and analyzing safety issues, while preparing to compete for project funding opportunities. A proactive approach is defined as analyzing the safety of the entire roadway network by through either a one-time, network wide analysis, or by routine analyses of the roadway network.¹

These methods are focused on identifying systemic issues that can be addressed through countermeasures that are applied more universally than just applying spot treatments every time there is a crash. This process aims to match the identified issues with potential countermeasures. Each countermeasure comes with a Crash Modification Factor (CMF), a multiplicative factor used to compute the number of expected crashes after the implementation of a given countermeasure. The CMFs are used to calculate benefit/cost ratios.

3.1.2. Highway Safety Manual

The first edition of the *Highway Safety Manual* (HSM) was published by the American Association of State Highway and Transportation Officials (AASHTO) in 2010. The HSM presents numerous methods for quantitatively estimating the frequency and severity of crashes at a variety of road and intersection types.² This four-part manual is divided into Parts: A) Introduction, Human Factors, and Fundamentals, B) Roadway Safety Management Process, C) Predictive Method, D) Crash Modification Factors.

Chapter 4 of Part B of the HSM discusses the Network Screening process. The Network Screening Process is a tool for an agency to analyze their entire network and identify/rank locations that (based on the implementation of a countermeasure) are most likely to least likely to realize a reduction in the frequency of crashes.

The HSM identifies five steps in this process:³

1. **Establish Focus:** Identify the purpose or intended outcome of the network screening analysis. This decision will influence data needs, the selection of performance measures and the screening method that can be applied.
2. **Identify Network and Establish Reference Populations:** Specify the types of sites or facilities being screened (i.e., segments, intersections, geometrics) and identify groupings of similar sites or facilities.
3. **Select Performance Measures:** There are a variety of performance measures available to evaluate the potential to reduce crash frequency at a site. In this step, the performance measure is selected as a function of the screening focus and the data and analytical tools available.

¹ Local Roadway Safety Manual (Version 1.3) 2016. Page 5.

² AASHTO, Highway Safety Manual, 2010, Washington D.C., <http://www.highwaysafetymanual.org/Pages/About.aspx>

³ AASHTO. Highway Safety Manual. 2010. Washington, DC. Page 4-2.



4. **Select Screening Method:** There are three principal screening methods described in this chapter (i.e., ranking, sliding window, peak searching). Each method has advantages and disadvantages; the most appropriate method for a given situation should be selected.
5. **Screen and Evaluate Results:** The final step in the process is to conduct the screening and analysis and evaluate the results.

The HSM provides several statistical methods for screening roadway networks to identify high risk locations based on overall crash histories. In addition to flat crash quantities, the method used in this study is referred to as Critical Crash Rate (CCR).

3.2. Analysis Techniques

3.2.1. Crash Analysis

The initial steps of the crash analysis involved establishing sub-populations of roadway segments and intersections that have similar characteristics. For this study, intersections were grouped by their control type (Signalized and Unsignalized) and segments by their roadway category (Major Arterial, Minor Arterial, Collector, Other). Individual crash rates were calculated for each sub-population. The population level crash rates were then used to assess whether a specific location has more or fewer crashes than expected. These sub-populations were also used to determine typical crash patterns to help identify locations where unusual numbers of specific crash types are identified.

3.2.2. Network Screening Analysis

The network screening process ranks intersections and roadway segments by the number of crashes that occurred at each location over the analysis period, and then identifies areas that had more of a given type of crashes than would be expected for that type of location. These crash type factors were 1) crash injury (fatal injuries, major injuries, other visible injuries, complaint of pain) 2) crash type (broadside, rear-end, sideswipe, head-on, hit object, overturned, bicycle, pedestrian, other), 3) environmental factors (lighting, wet roads), and 4) driver behavior (impaired and aggressive driving). With these additional factors, the locations were further analyzed and assigned a new rank.

From the results of the network screening analyses, a short-list of locations was chosen based on crash activity, crash severity, crash patterns, location type, and area of the City to provide a variety of locations covering a wide cross section of safety challenges and improvement opportunities. The intent is to populate the safety countermeasure toolbox with mitigation measures that will be applicable to most of the crash activity in the City. Twenty-five locations have been selected for mitigation analysis and project sheets with site-specific improvements were developed. Section 8 presents the priority locations and the listed improvements, which are found in greater detail in Appendix E.

The results of the network screening analysis are shown in Appendix A and Appendix B. Appendix A presents all of the intersections with three or more crashes, and Appendix B presents the roadway segments with three or more crashes. The appendices are color-coded to highlight crash trends and emphasis areas for further study and countermeasure development.

3.3. Critical Crash Rate (CCR) Analysis

The Highway Safety Manual (HSM), developed by AASHTO, describes the CCR method, which provides a statistical review of locations to determine where risk is higher than that experienced by other similar locations. It is also the first step in analyzing for patterns that may suggest systemic issues that can be addressed at that location, and proactively at others to prevent new safety challenges from emerging.

The CCR analysis compares the observed crash rate to the expected crash rate at a particular location based on facility type and traffic volume using a locally calculated average crash rate for the specific type of intersection or roadway segment being analyzed. Based on traffic volumes and a weighted Citywide crash rate for each facility type, a critical crash rate threshold is established at the 95% confidence level to determine locations with higher



CITYWIDE TRAVEL SAFETY PLAN

crash rates that are unlikely to be random. The threshold is calculated for each location individually based on its traffic volume and the crash profile of similar facilities. A CCR differential value of greater than zero reflects a location that has a higher crash rate than facilities with similar volumes, while a negative CCR differential value signifies a below-average crash rate. It should be noted that the CCR does not reflect the severity of the crashes occurring at the location, but rather the number of crashes for the given volume.

Figure 2 presents the intersections and roadway segments according to their crash rate.

The top three roadway segments with the highest CCR differential values were:

- Ranch Drive between McCarthy Blvd and the McCarthy Ranch Shopping Center Driveway with a total of 5 crashes and a local critical crash rate differential of 5.17.
- Barber Lane between Bellew Dr and Alder Dr with a total of 3 crashes and a local critical crash rate differential of 3.50.
- S Main Street between Corning Avenue and Curtis Avenue, which has a total of 8 crashes and a local critical crash rate differential of 0.36.

The top three intersections with the highest CCR differential values were:

- Butler St and West Calaveras Blvd, with 14 crashes and a local critical crash rate differential of 2.10.
- Edsel Dr and S Temple Dr, with a total of 4 crashes and a local critical crash rate differential of 0.75
- Great Mall Pkwy and Montague Expy, with a total of 35 crashes and a local critical crash rate differential of 0.69

CRITICAL CRASH RATE FORMULA

$$R_{c,i} = R_a + \left[P \times \sqrt{\frac{R_a}{MEV_i}} \right] + \left[\frac{1}{(2 \times (MEV_i))} \right]$$

Where,

$R_{c,i}$ = Critical crash rate for intersection i

R_a = Weighted average crash rate for reference population

P = P-value for corresponding confidence level

MEV_i = Million entering vehicles for intersection i

Source: Highway Safety Manual

DATA NEEDS

CCR is calculated using:

- Daily Entering Volume (DEV) for intersections, or Vehicle Miles Traveled (VMT) for roadway segments
- Intersection control types to separate them into like populations
- Roadway functional classification to separate them into like populations
- Crash records in Geographic Information Systems (GIS) or tabular form including coordinates or linear measures

STRENGTHS

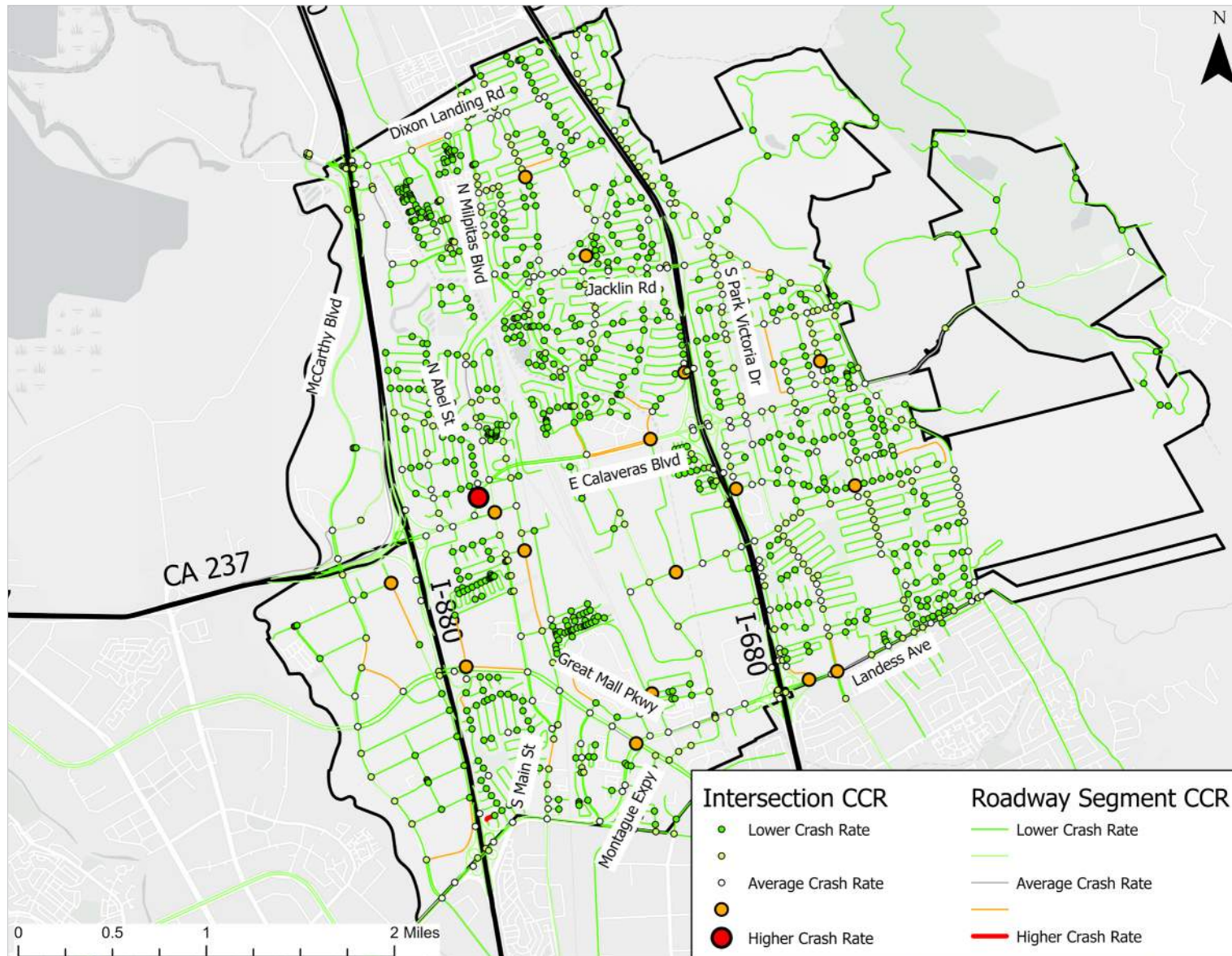
- Reduces low volume exaggeration
- Considers variance
- Establishes comparison threshold

WEAKNESSES

- Does not account for regression to the mean bias



Figure 2: Citywide Critical Crash Rate Map



3.4. Equivalent Property Damage Only (EPDO)

The Equivalent Property Damage Only (EPDO) method is described in the Highway Safety Manual (HSM). This method assigns weighting factors to crashes based on injury level (fatal, severe injury, other visible injury, complaint of pain) to develop a property damage only score. An EPDO score allows for a fair comparison of crash severity across years or study periods, as this normalized unit takes into account inflation and cost escalation. For example, the cost to society for all injury crashes increased by 12.7% between the 2020 edition of the Local Roadway Safety Manual and the 2022 edition. Using the EPDO methodology normalizes the data and accounts for the increase in cost from inflation. In this analysis, the injury crash costs were calculated for each location (based on the latest Caltrans injury costs). This value is then divided by the injury cost for a property damage only crash. The resulting number is the equivalent number of property damage only crashes at each site. This value allows all locations to be compared based on injury crash costs (HSM, Chapter 4).

EPDO FORMULA

$$EPDO = \frac{(N_F + N_S) * 2,843,000 + (N_O * 159,900) + (N_C * 90,900)}{14,900}$$

Where,

EPDO = Equivalent Property Damage Only (in units of crashes)

N_F = Number of fatal crashes

N_S = Number of severe injury crashes

N_O = Number of other visible injury crashes

N_C = Number of complaint of pain crashes

The cost to society for each crash type along roadway segments is as follows:

- Fatal: \$2,843,000
- Severe: \$2,843,000
- Other Visible Injury: \$159,900
- Complaint of Pain: \$90,900
- Property Damage Only: \$14,900

Source: Highway Safety Manual

Locations with fatal and severe injury crashes will have a higher EPDO value compared to locations with less severe injury crashes. **Figure 3** presents the EPDO value of intersections and roadway segments in the City.

The top three intersections with the highest EPDO values are:

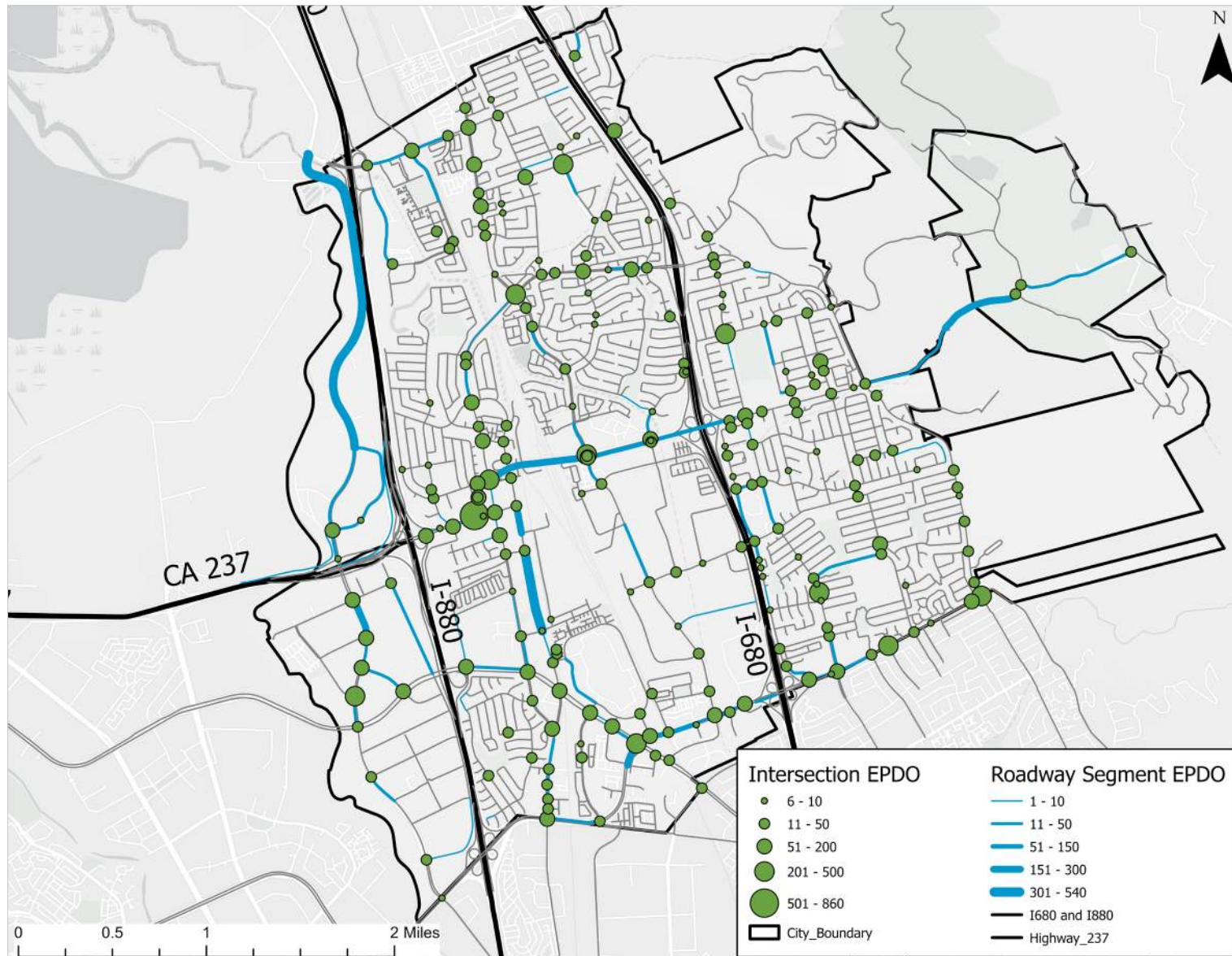
- The intersection with the highest EPDO value was W Calaveras Boulevard and Serra Way, with an EPDO value of 859 (4 Severe Injury crashes).
- Great Mall Pkwy and Montague Expy, with an EPDO value of 374 (1 severe injury crash).
- N Milpitas Blvd and N Abel St, with an EPDO value of 327 (1 fatal and 1 severe injury crash).

The top three roadway segments with the highest EPDO values are:

- Main Street between W Curtis Avenue and Corning Avenue, with an EPDO value of 540 (1 Fatal Crash, 2 Severe Injury crashes).
- N McCarthy Blvd between Dixon Landing Rd and the Sprig Center Driveway, with an EPDO value of 355 (2 severe injury crashes)
- E Calaveras Blvd between N Abel St and N Milpitas Blvd (1 severe injury crash)



Figure 3: Citywide Intersection Roadway Segment EPDO Map



4. SAFETY TRENDS

The following sections contain the results of the safety data analysis process which include evaluation of the City of Milpitas' fatal and severe injury (K+SI) crashes compared against the statewide K+SI crashes. Other evaluations included are crashes by cause, pedestrian and bicycle crashes, and primary collision factor. This is a general comparison of the Citywide level to the statewide to gauge the general trends within the City.

4.1. Severity Level

Knowing the impacts of the crash (the injuries or type of damage which occurred) is a key part of assessing the environment and safety factors around the site of the crash. The National Safety Council developed the "KABCO" injury scale, which is frequently used by law enforcement for classifying injuries. The KABCO scale is referenced below:

- K – Fatal
- A – Severe injury
- B – Other Visible Injury
- C – Complaint of Pain
- O – No injury (property damage only)

Table 1 presents crash severity by facility type—signalized intersections, non-signalized intersections, and roadway segments. Fifty-three percent (53%) of crashes occurred at signalized intersections, followed by 26% at non-signalized intersections. The remaining 22% of crashes occurred along roadway segments. This trend is typical for urban areas with high traffic volumes and more densely spaced intersections.

Table 1: Crashes by Severity

Severity	Signalized Intersection		Non-Signalized Intersection		Roadway Segment		Total	
	Crashes	%	Crashes	%	Crashes	%	Crashes	%
Fatal	2	<1%	2	1%	1	<1%	5	1%
Severe Injury	18	4%	12	5%	15	8%	45	5%
Other Visible Injury	151	31%	99	41%	77	39%	327	35%
Complaint of Pain	324	65%	130	53%	97	52%	551	59%
Total	495	53%	243	26%	204	22%	928	100%

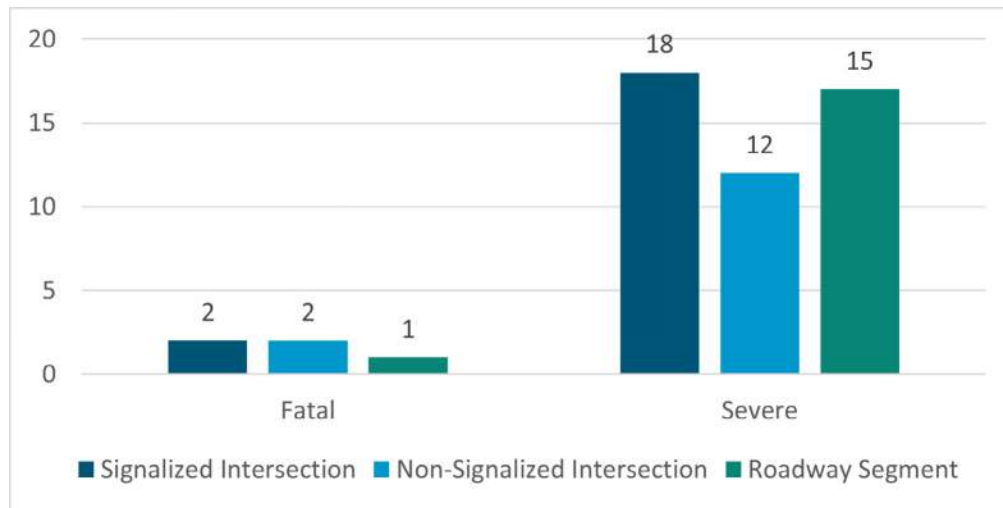
Source: Statewide Integrated Traffic Records System (2017 – 2021).

One percent (1%) of crashes recorded in the study period were fatal, and 5% resulted in severe injuries. Crashes resulting in the various severity levels are presented in **Figure 4** and **Figure 5**.



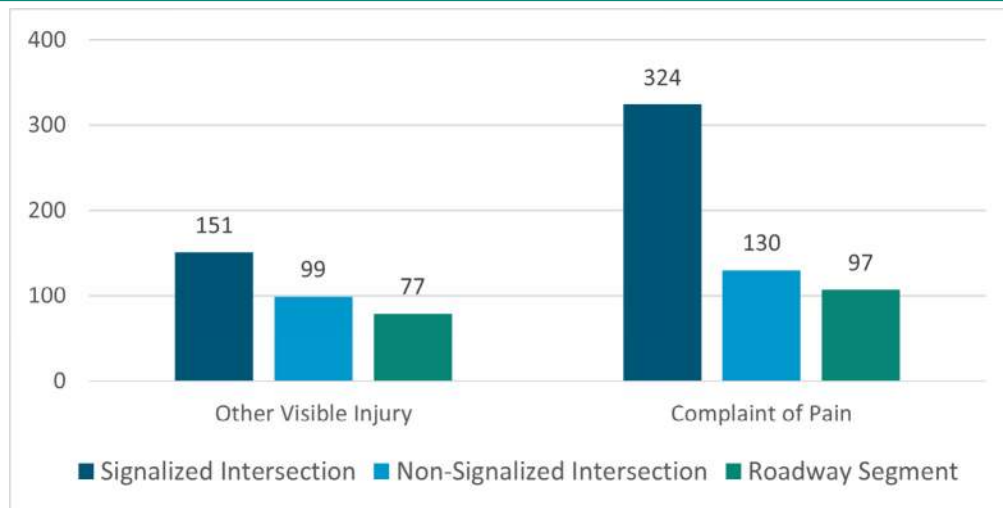
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Figure 4: Crashes by Severity (Fatal and Severe)



Source: Statewide Integrated Traffic Records System (2017 – 2021).

Figure 5: Crashes by Severity (Other Injury and Complaint of Pain)



Source: Statewide Integrated Traffic Records System (2017 – 2021).

Figure 6 on the following page illustrates the injury crashes throughout the City, broken down by intersection and roadway segment crashes. **Figure 7** illustrates the fatal and severe injury crashes.

The top three roadway segments with the highest number of crashes are:

- E Calaveras Blvd (N Milpitas Blvd to S Hillview Dr) – 14 Crashes
- E Calaveras Blvd (N Abel St to N Milpitas Blvd) – 9 Crashes
- S Main St (W Curtis Ave to Corning Ave) – 8 crashes

The top three intersections with the highest number of crashes are:

- Great Mall Pkwy and Montague Expy – 35 Crashes
- Great Mall Pkwy and Thompson St – 23 Crashes
- E Calaveras Blvd and N Milpitas Blvd – 21 Crashes



Figure 6: Injury Crash Map

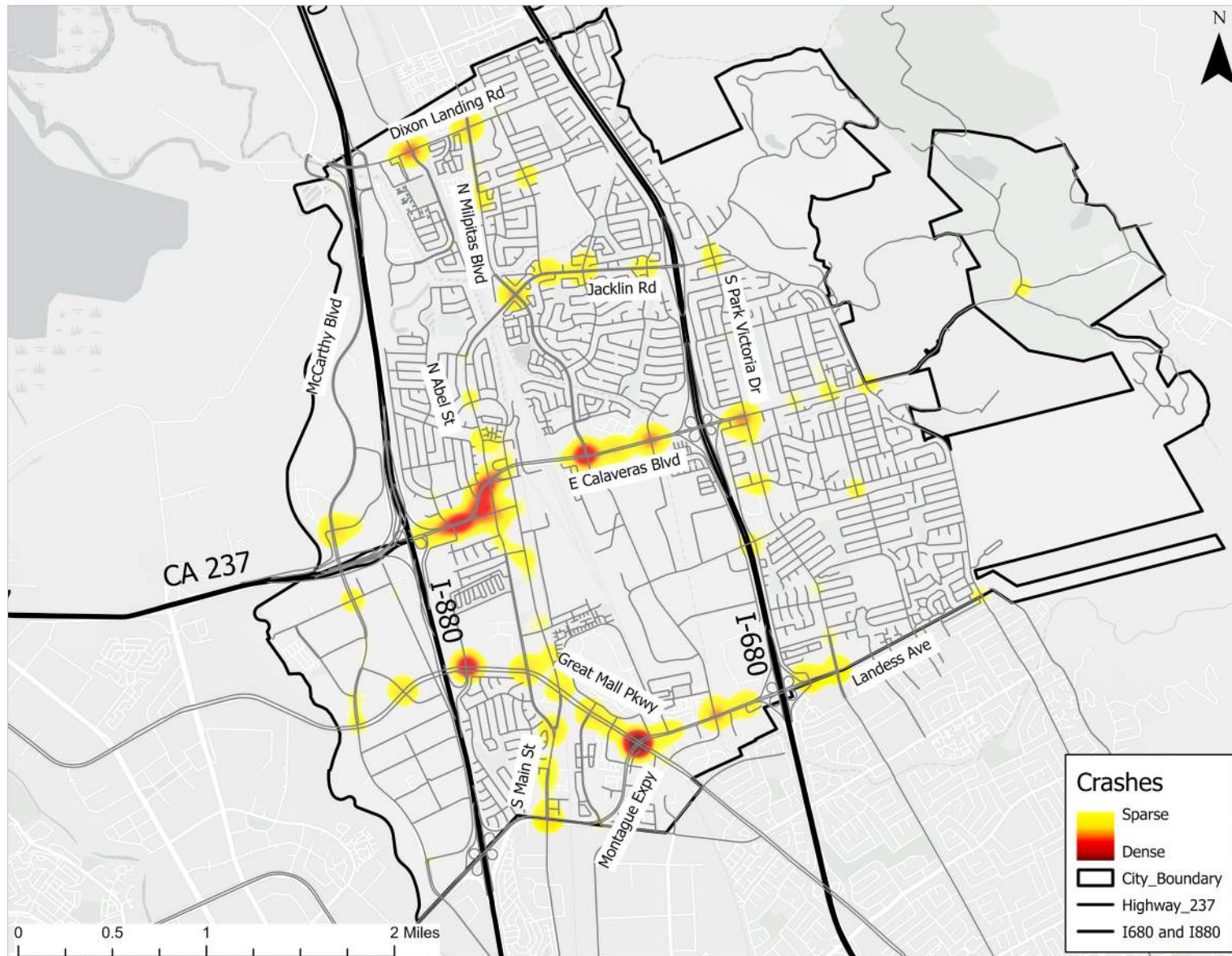
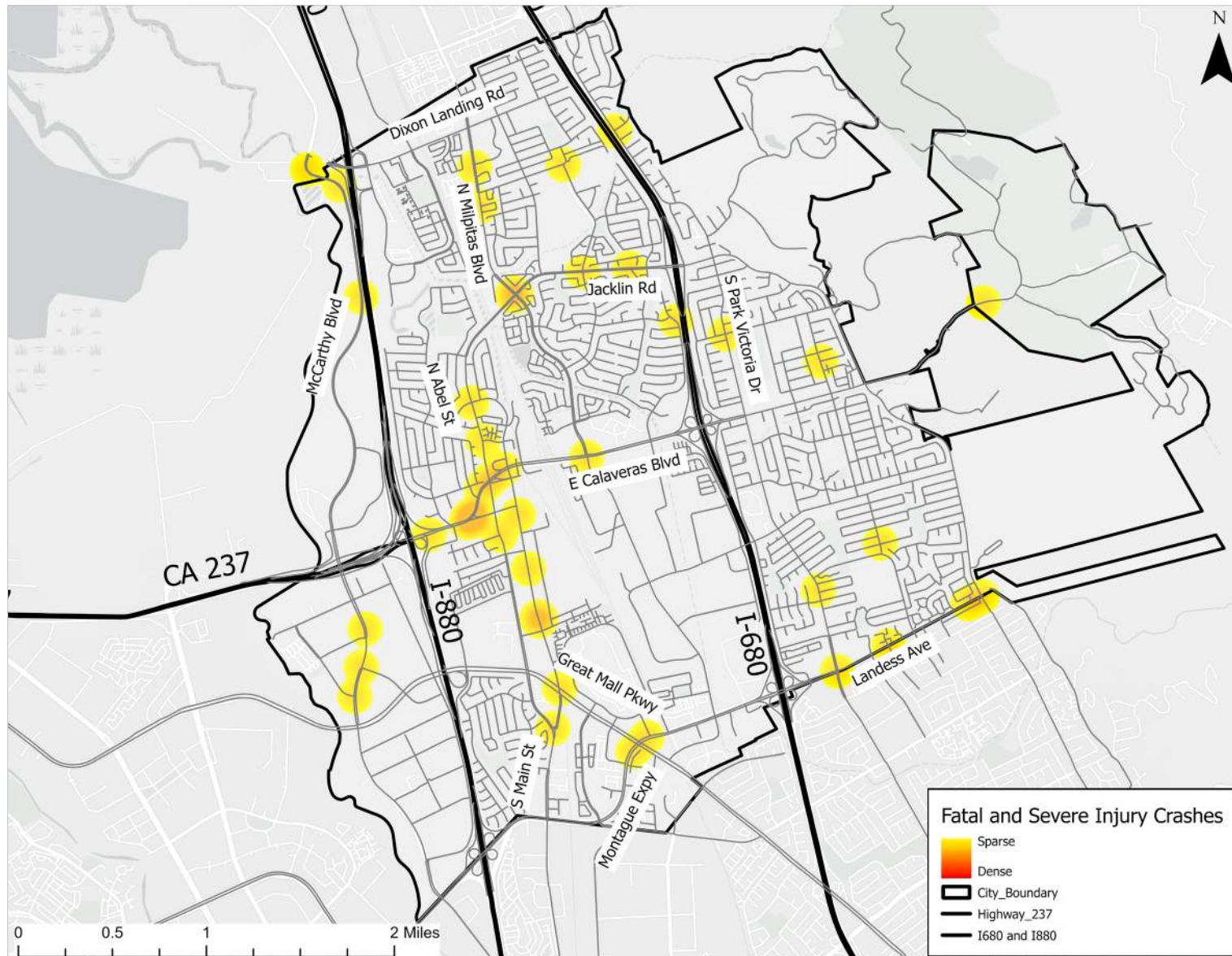


Figure 7: Fatal and Severe Injury Crash Map



4.2. City of Milpitas K+SI Crashes Compared to Statewide K+SI Crashes

The California Strategic Highway Safety Plan (SHSP) focuses on 16 challenge areas identified by the SHSP Executive Leadership and Steering Committees after an in-depth analysis of California K+SI (fatal and severe injury) crash data as well as an extensive statewide outreach process that involved hundreds of diverse traffic stakeholders around the state. **Table 2** contains a comparison of the City of Milpitas' K+SI crashes to the statewide K+SI crashes and reflects SWITRS data. The City ranks higher than the statewide average percentages in regards to the intersection, aggressive driving, and pedestrians challenge areas. The City is also slightly higher than the Statewide average in the bicyclists, motorcyclists, impaired driving and work zones challenge areas. **Table 2** also presents the summary of the challenge areas and percentages for the City and statewide averages.

Table 2: City of Milpitas K+SI Crashes Compared to Statewide K+SI Crashes

California SHSP Challenge Areas	Statewide Average Percentages	City of Milpitas	Percentage Difference
Percentage of K+SI Crashes Higher in the City of Milpitas			
Intersections	23.6%	31.1%	7.5%
Aggressive Driving	33.1%	36.7%	3.6%
Pedestrians	19.2%	22.2%	3.0%
Bicyclists	8.3%	10.0%	1.7%
Motorcyclists	21.0%	22.2%	1.2%
Impaired Driving	25.3%	25.6%	0.3%
Work Zones	1.4%	1.7%	0.2%
Percentage of K+SI Crashes Lower in Milpitas			
Distracted Driving	5.0%	2.8%	-2.2%
Commercial Vehicles	6.4%	3.9%	-2.5%
Young Drivers	13.1%	10.0%	-3.1%
Lane Departure	43.3%	38.9%	-4.4%
Aging Drivers	12.4%	7.8%	-4.6%
Driver Licensing*	24.7%	18.9%	-5.7%
Occupant Protection	14.2%	5.6%	-8.7%

Source: Statewide Integrated Traffic Record (SWITRS, 2009 – 2018).

Notes:

1. Percentages will not add up to 100%, as a fatality or severe injury could have involved multiple Challenge Areas (i.e., a young driver that was impaired and unrestrained)
2. California SHSP does not have reported crash data for the following two challenge areas: Emergency Response and Emerging Technology

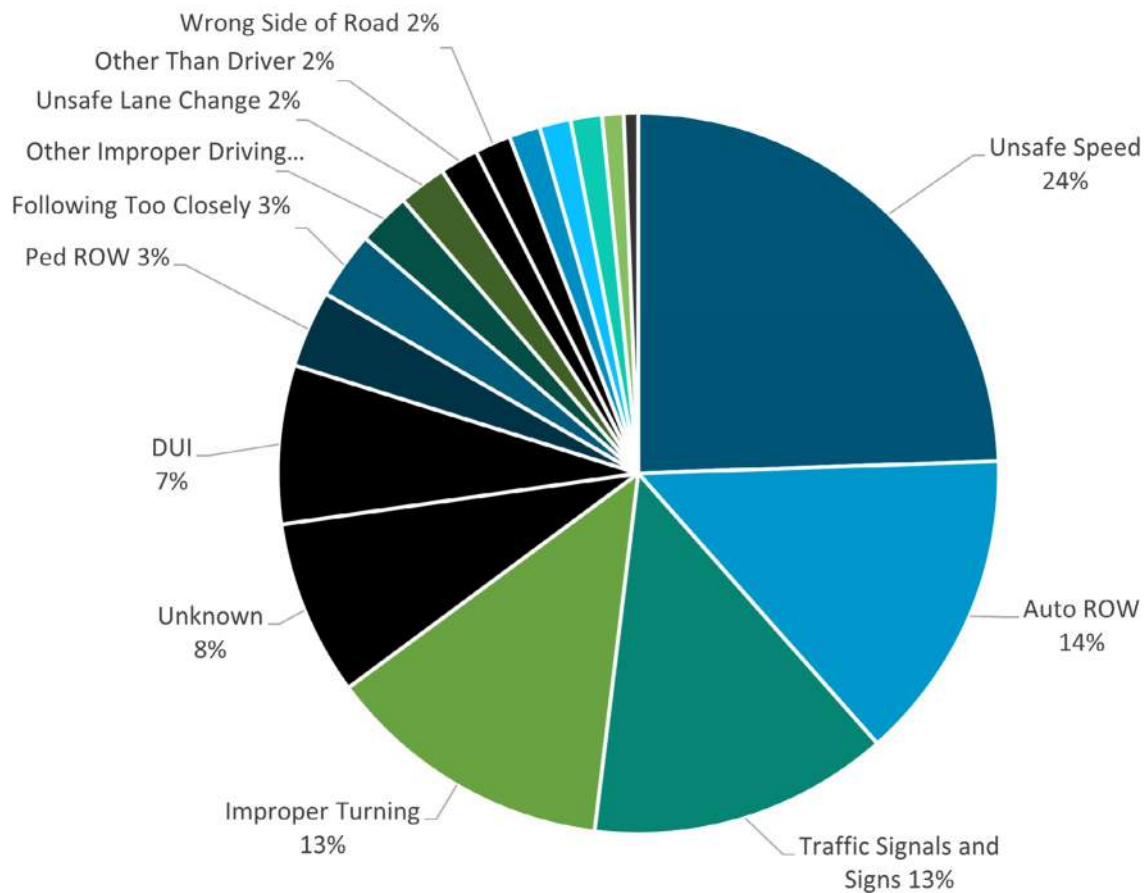
*Driver Licensing data available for fatal crashes only from the Fatality Analysis Reporting System (FARS)



4.3. Primary Collision Factor

The leading crash causes during the study period were unsafe speed (24%), automobile right-of-way violation (14%), traffic signals and signs (13%), and improper turning (13%). These trends are presented in **Figure 8** and are consistent with **Table 2**, which identified intersection crashes and aggressive driving as emphasis areas.

Figure 8: Crashes by Primary Collision Factor



Source: Statewide Integrated Traffic Records System (2017 – 2021).

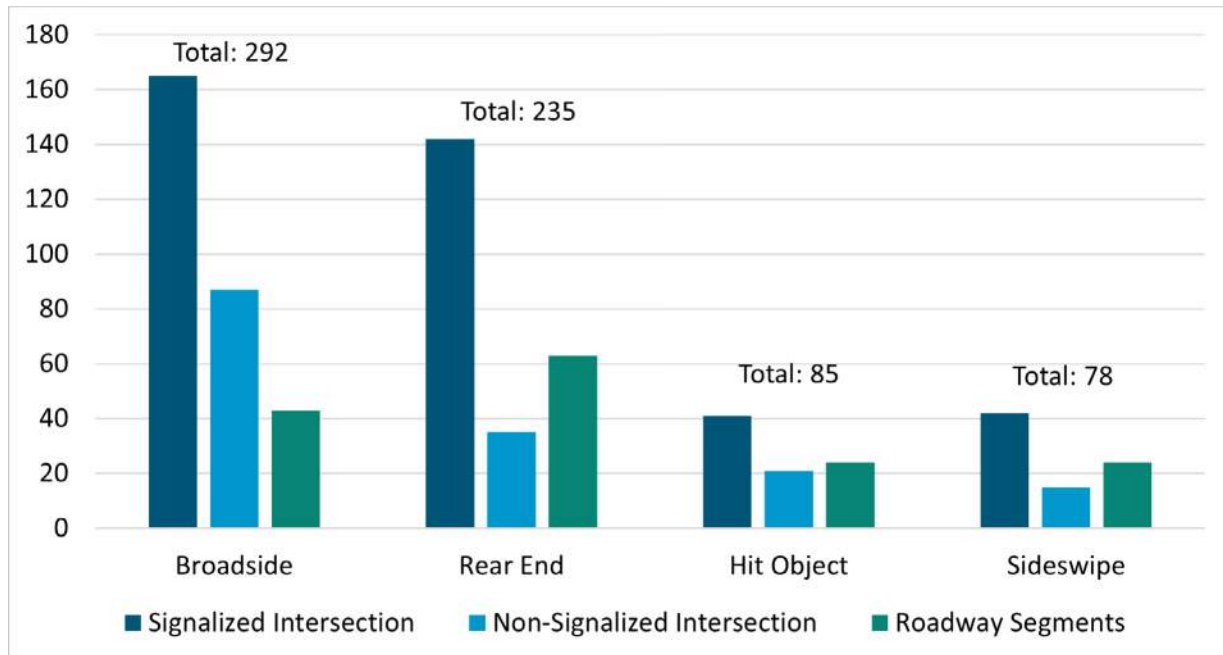
The following crash causes accounted for less than 2% of crashes individually: unsafe starting or backing, other hazardous violation, not stated, pedestrian violation, and improper passing.

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4.4. Highest Occurring Crash Types

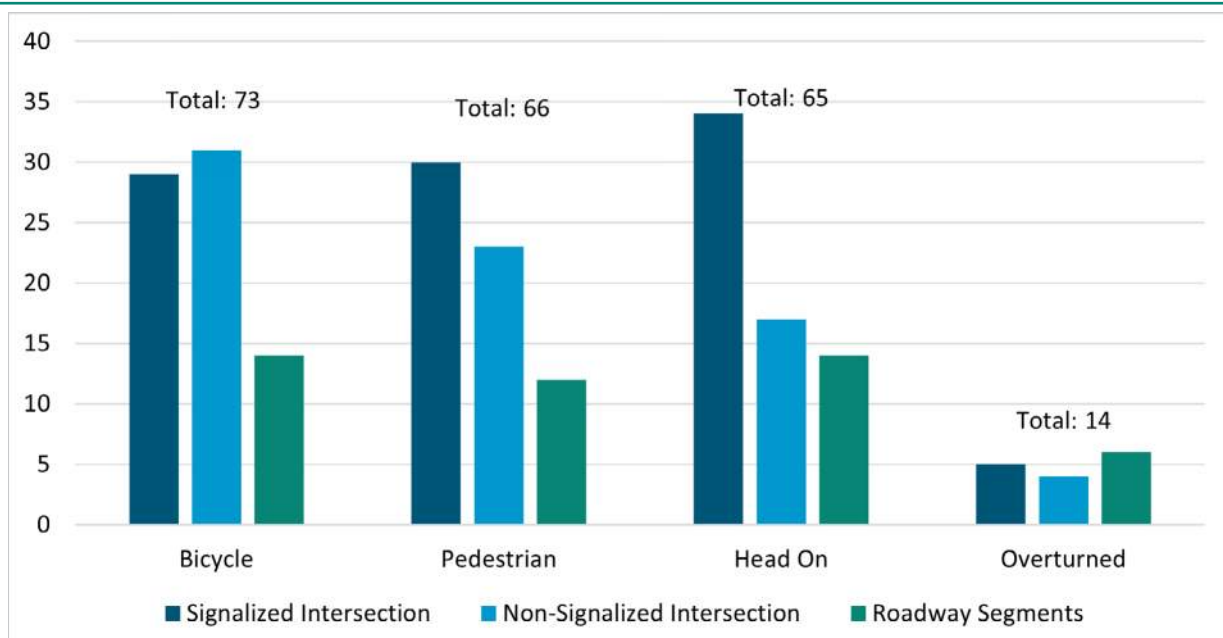
According to the reported data, approximately 928 crashes occurred within the City of Milpitas during the five-year study period which had clear, discernible spatial data that did not occur on private property. As shown in **Figure 9** and **Figure 10**, the most common crash types were broadsides, rear ends and hit object crashes. Approximately 2% of crashes did not have a reported crash type.

Figure 9: Crashes by Type (Broadsides, Rear Ends, Hit Object, and Sideswipes)



Source: Statewide Integrated Traffic Records System (2017 – 2021).

Figure 10: Crashes by Type (Bicycles, Pedestrians, Head On, and Overturned)



Source: Statewide Integrated Traffic Records System (2017 – 2021).

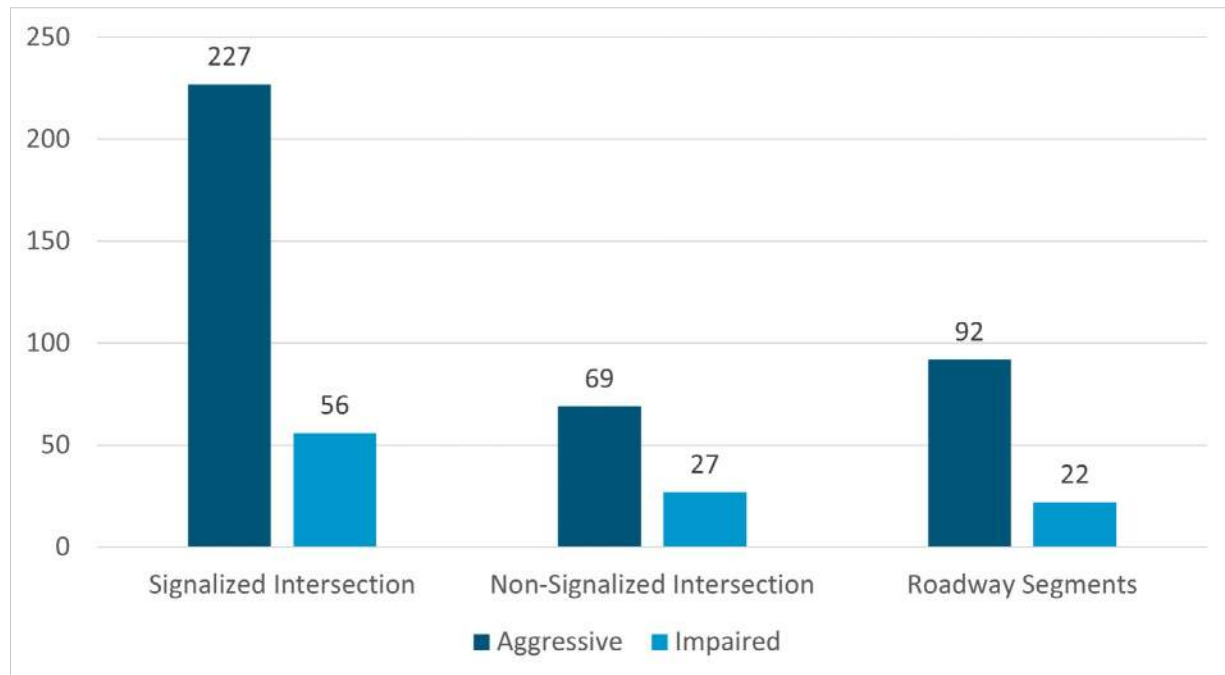


4.5. Aggressive and Impaired Driving Crashes

Aggressive driving was a contributing factor for 380 crashes in the study period, resulting in one fatal crash and fifteen severe injury crashes. Aggressive driving crashes include behaviors such as unsafe speed, following too closely, or disregarding traffic signals and signs. Aggressive driving crashes occurred mostly at signalized intersections, followed by roadway segments and non-signalized intersections.

Crashes involving drugs or alcohol include all crashes where there was any evidence of drug or alcohol use by the driver. This is different from impaired driving statistics in that drivers do not need to exceed the legally defined threshold of intoxication to be considered. Caltrans considers any level of alcohol consumption to have the potential to impact driver responsiveness and decision making. There were 105 impaired driving crashes between 2017 and 2021, one of which was fatal and 15 of which resulted in severe injuries. **Figure 11** below shows the distribution of impaired driving crashes across intersections and roadway segments.

Figure 11: Aggressive and Impaired Driving Crashes



Source: Statewide Integrated Traffic Records System (2017 – 2021).

Figure 12 presents a map of impaired driving crashes throughout the City. **Figure 13** presents a map of aggressive driving crashes in Milpitas. Aggressive and impaired driving crashes can be seen occurring along the primary arterials including Calaveras Blvd, Great Mall Pkwy, Montague Expressway, Abel St, and Main Street.

The top three intersections with aggressive driving crashes are:

- Great Mall Pkwy and Montague Expy (16 aggressive driving crashes)
- Great Mall Pkwy and Thompson St (14 aggressive driving crashes)
- E Calaveras Blvd and N Milpitas Blvd (12 aggressive crashes)

The top three roadway segments with aggressive driving crashes are:

- Calaveras Blvd between N Milpitas Blvd and S Hillview Dr (9 aggressive driving crashes)
- E Calaveras Blvd between N Abel St and Milpitas Blvd (7 aggressive driving crashes)
- S Main St between W Curtis Ave and Corning Ave (3 aggressive crashes)



Figure 12: Aggressive Driving Crash Map

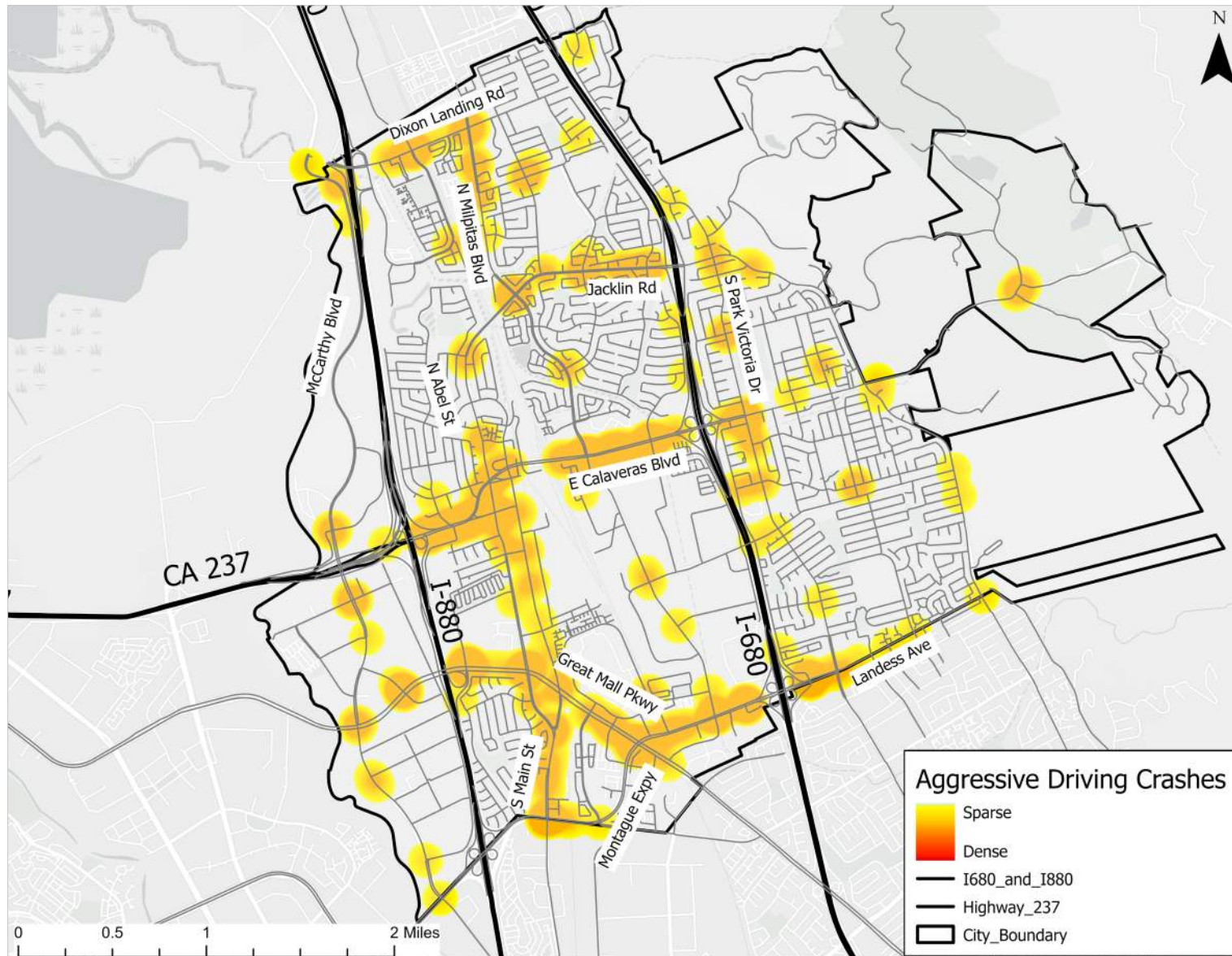
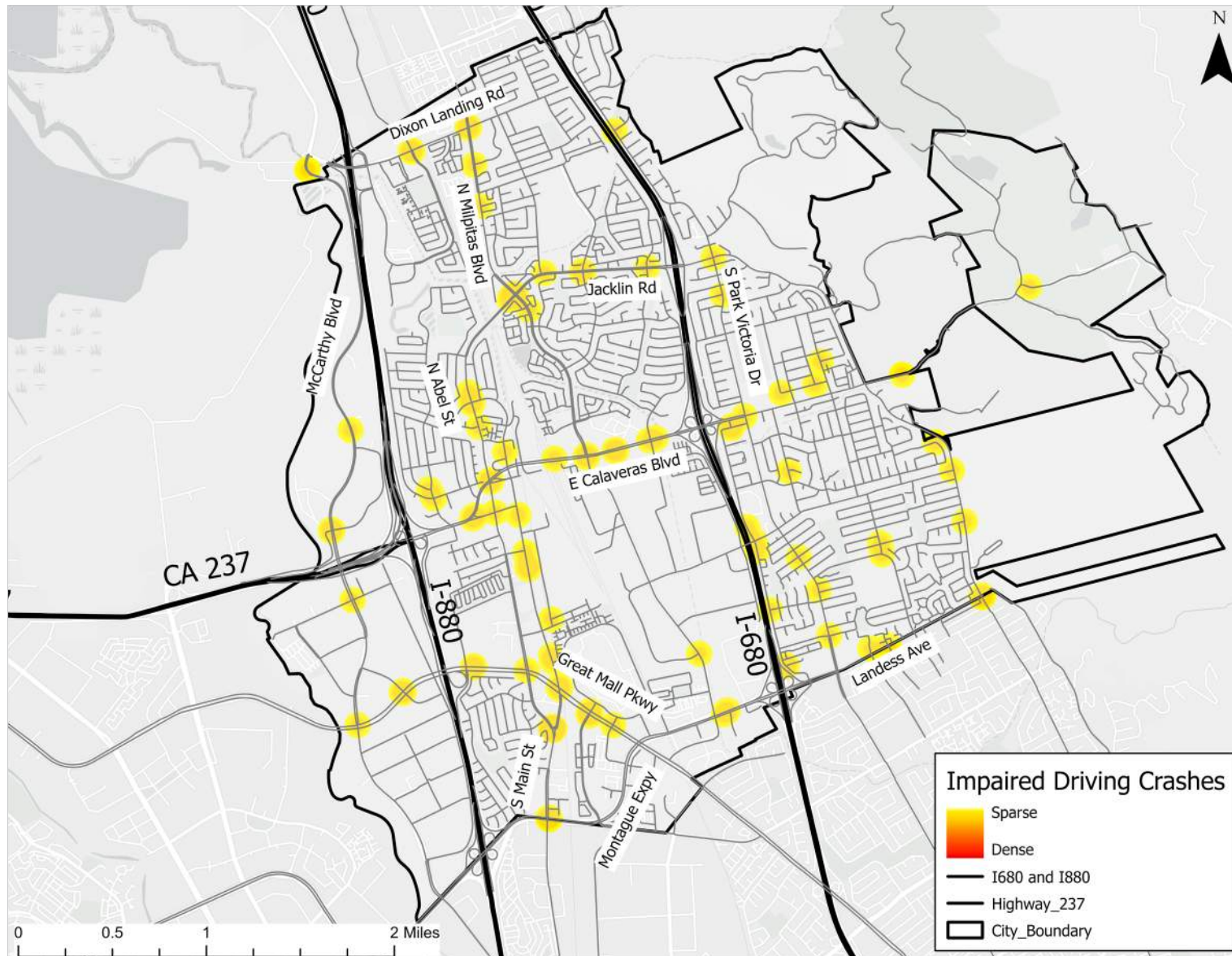


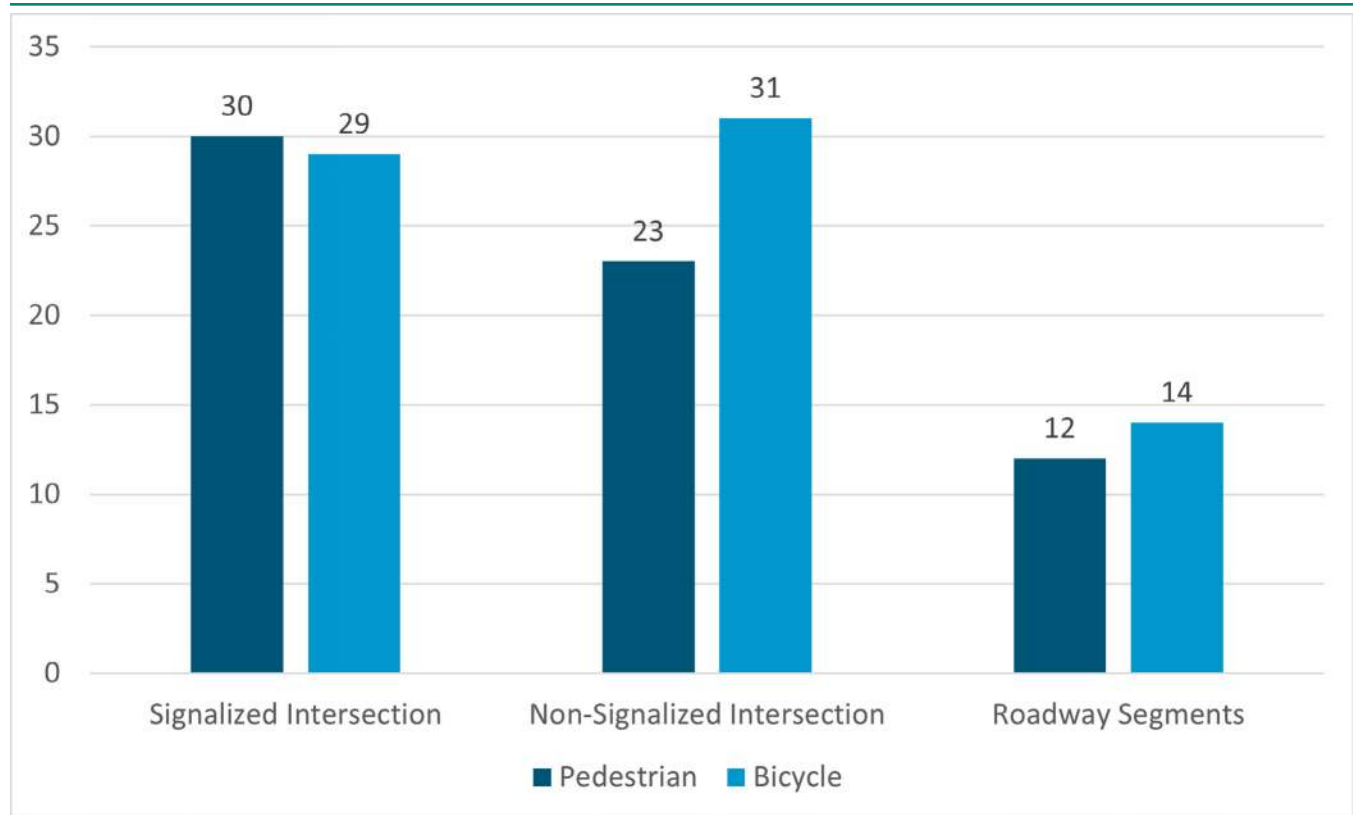
Figure 13: Impaired Driving Crash Map



4.6. Vulnerable Road User Crashes

Figure 14 presents a breakdown of vulnerable road user crashes. Bicycle crashes were more common at non-signalized intersections, and pedestrian crashes were most common at signalized intersections.

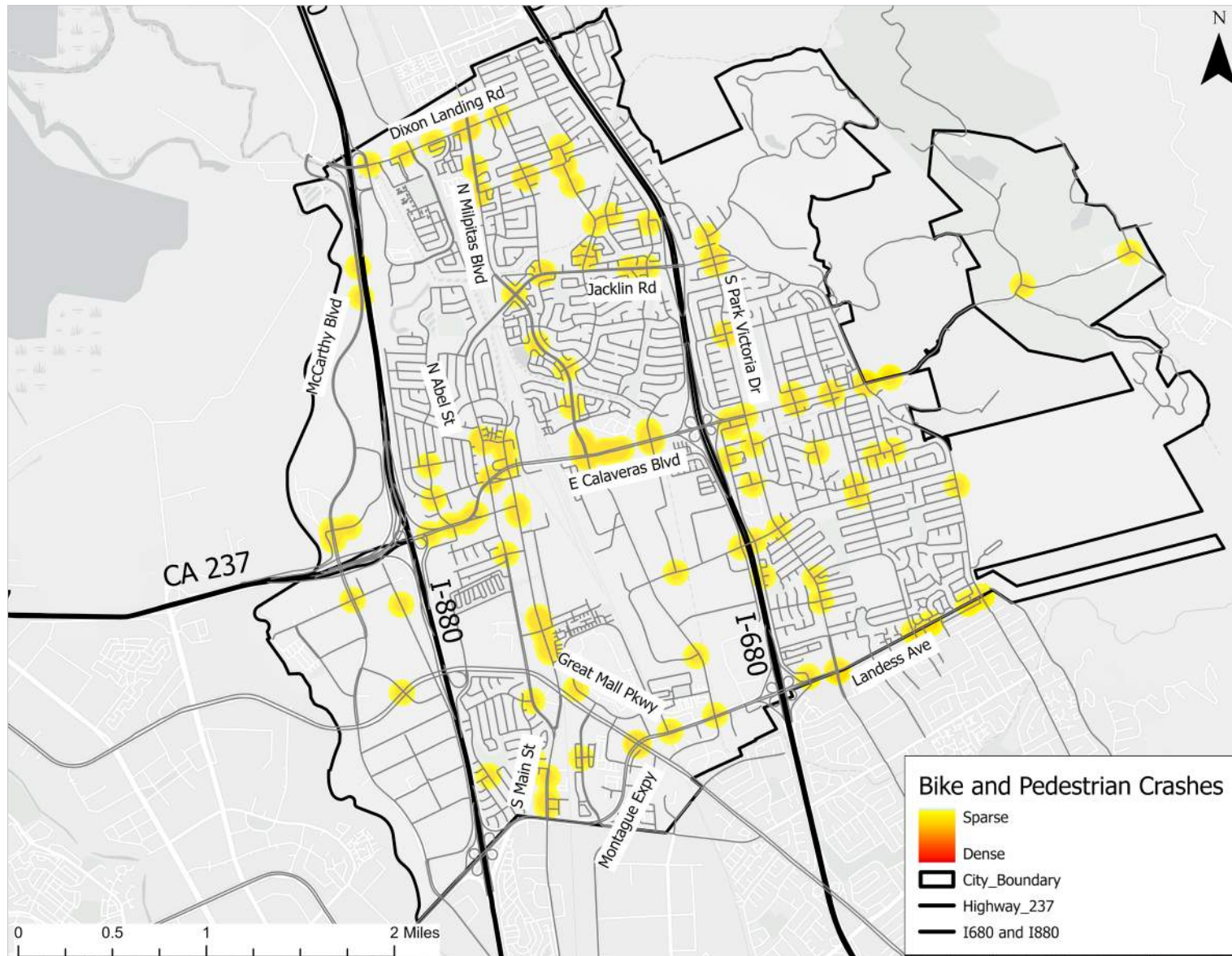
Figure 14: Vulnerable Road User Crashes



Source: Statewide Integrated Traffic Records System (2017 – 2021).

Figure 15 illustrates the locations of vulnerable road user crashes within the City. Additional information on pedestrian and bicycle crashes is provided in the following sections. Bicycle and pedestrian crashes accounted for 60% of all fatal crashes and 23% of all severe injury crashes during the study period.

Figure 15: Vulnerable Road User Crashes



4.6.1. Pedestrian Crashes

Over the span from 2017 to 2021, a total of 65 pedestrian-involved crashes occurred across the City. Of the pedestrian-involved injury crashes, 2 were fatal, 10 were reported with severe injuries, 37 with other visible injuries, and 16 with complaints of pain.

The following intersections each experienced two pedestrian crashes:

- E Calaveras Blvd and N Milpitas Blvd
- E Calaveras Blvd and N Abel St/Carlo St
- Weller Ln and N Abel St
- Calaveras Rd and S Temple Dr

The top three roadway segments with pedestrian driving crashes are:

- S Main St between W Curtis Ave and Corning Ave (2 pedestrian crashes)
- E Calaveras Blvd between N Abel St and Milpitas Blvd (1 pedestrian crash)
- Calaveras Rd between Evans Rd/Piedmont Rd and Vista Ridge Dr (1 pedestrian crash)

4.6.2. Bicycle Crashes

There were 73 bicycle-involved crashes that occurred across the City over the study period. Of the bicycle-involved injury crashes, 1 was fatal, 1 was reported with severe injuries, 43 with other visible injuries, and 28 with complaints of pain.

The following intersections each had three bicycle crashes:

- Great Mall Pkwy and Montague Expy
- Dixon Landing Rd and N Milpitas Blvd
- E Calaveras Blvd and S Hillview Dr
- Altamont Dr and Escuela Pkwy

The top three roadway segments with bicycle driving crashes are:

- E Calaveras Blvd between N Milpitas Blvd and S Hillview Dr (3 bicycle crashes)
- N Milpitas Blvd between Beresford Ct and E Calaveras Blvd (2 bicycle crashes)
- Ranch Dr between McCarthy Blvd and the McCarthy Ranch Shopping Center Driveway (1 bicycle crash)

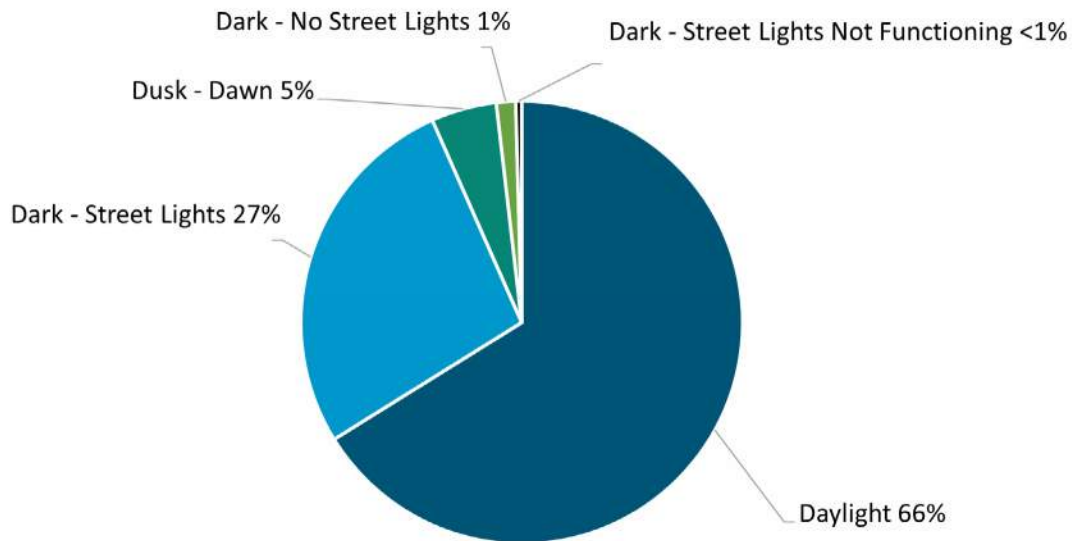


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4.7. Crashes by Lighting Condition

The majority of crashes occurred during daylight (66%), followed by crashes occurring at night but with lighting present. A minority of crashes occurred during dark conditions with no lighting present. **Figure 16** presents a breakdown of crashes by lighting conditions.

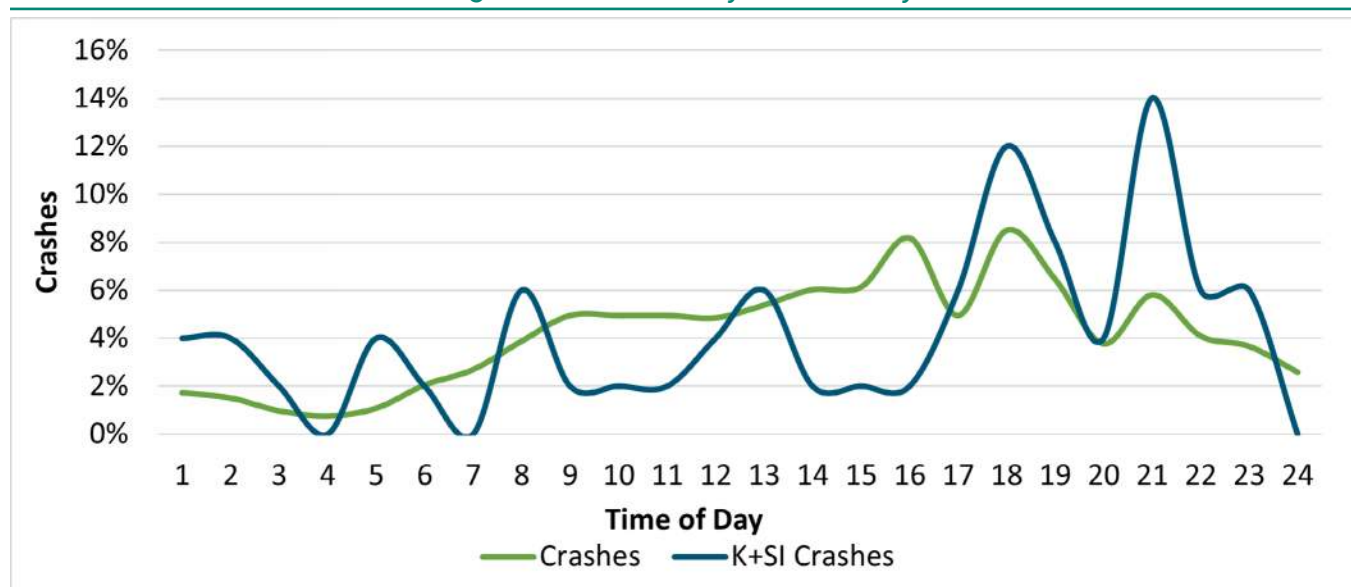
Figure 16: Crashes by Lighting Condition



4.8. Crashes by Time of Day

Crashes were plotted based on the time of day. The frequency of crashes peaks in the afternoon hours between 4 PM and 6 PM. The number of fatal and severe injury crashes peaks between 6 PM and 9 PM. **Figure 17** presents the percentage of crashes occurring by time of day.

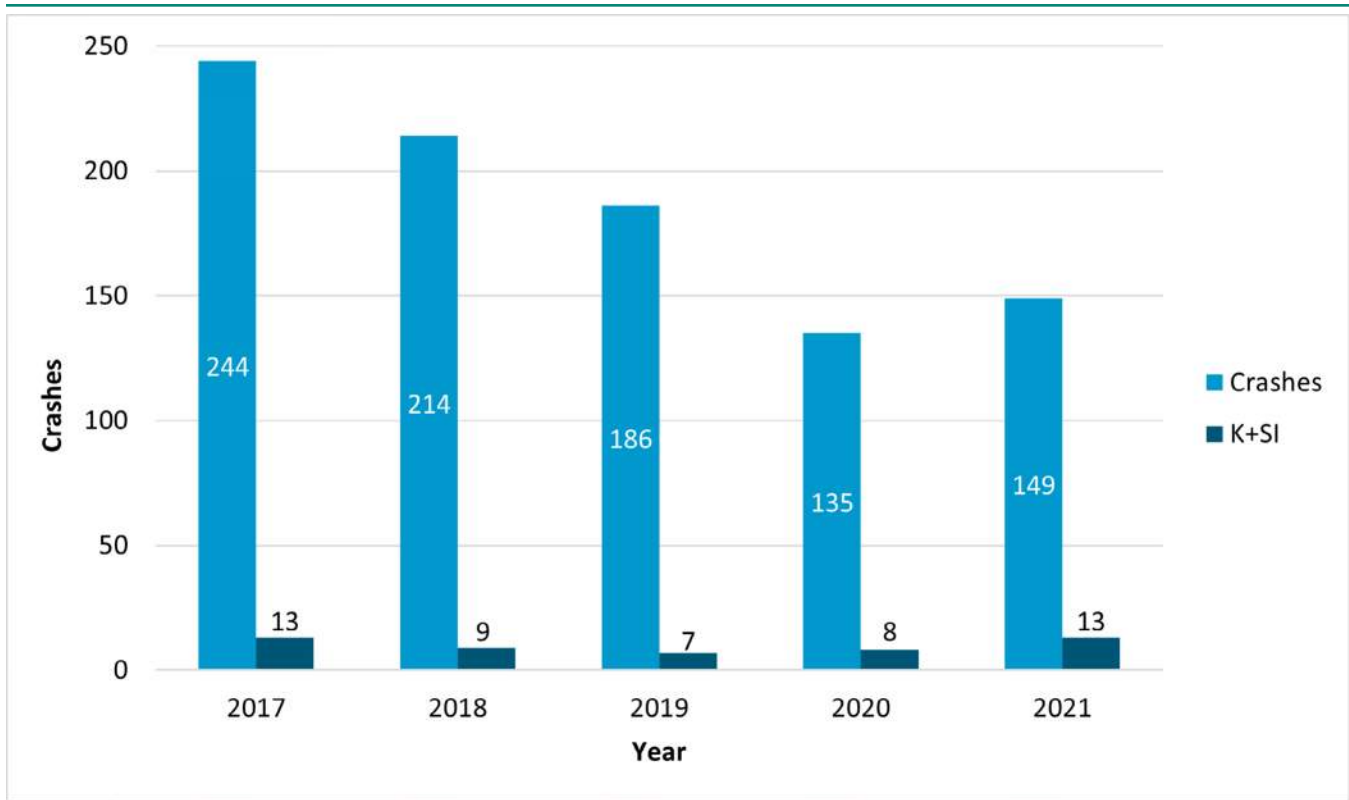
Figure 17: Crashes by Time of Day



4.9. Crashes by Year

Year 2017 experienced the most crashes of any year within the study period, with crashes trending downwards between 2017 and 2020. Crashes decreased by 44% between 2017 and 2020, with reduced travel during the COVID-19 pandemic likely being a contributing factor. The number of crashes trended slightly upwards from 2020 to 2021 in correlation with traffic patterns trending back towards pre-pandemic levels. **Figure 18** presents crashes by year.

Figure 18: Crashes by Year (2017 - 2021)



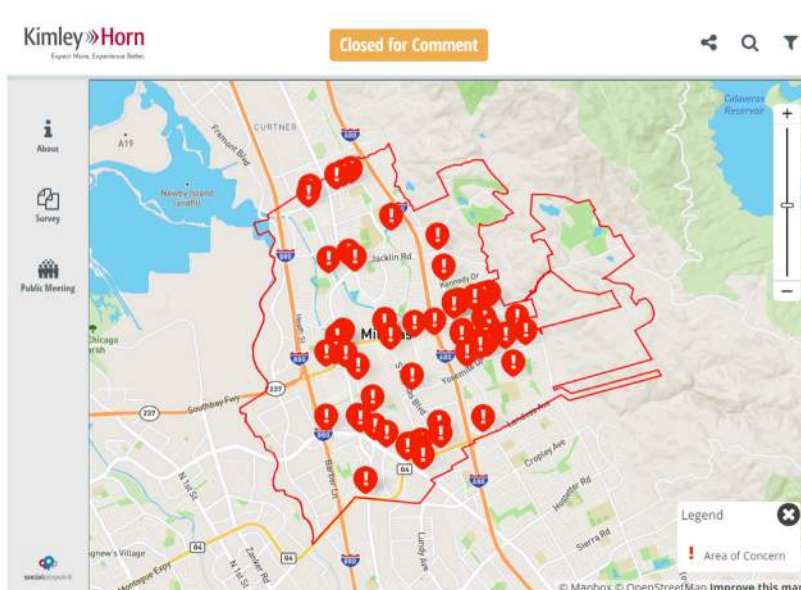
5.1. Introduction

Prior to launching the public-facing effort, the City of Milpitas and Kimley-Horn teams met to discuss and plan out key project deliverables and how public engagement would inform and support these efforts.

1. Online Public Meeting held on March 15, 2023 through Zoom
2. Launch of the first round of online public input (March 15, 2023 through April 28, 2023)
 - a. Milpitas Traffic Safety Survey & Interactive Map hosted on *Social Pinpoint*

1. In-Person Public Meeting held at the Milpitas Library on May 17, 2023
2. Promotion of the second round of online public input (May 17, 2023 through July 28, 2023)
 - a. Countermeasure Toolbox Survey & Interactive Map hosted on *Social Pinpoint*

Public Engagement



- **Online Public Meeting:** March 15th
- **First round of public input:**
March 15th – April 28th
- **In-Person Public Meeting:** May 17th
- **Second round of public input:**
May 17th – July 28th



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Round 1 of public engagement included an **online survey** and interactive mapping tool which was made public on March 15, 2023 following the online Public Meeting, and remained open for six weeks, until April 28, 2023.

The public meeting and online survey were promoted through the City of Milpitas' various communication channels, including a webpage, Milpitas Matters e-newsletters, Twitter, Next Door, and Facebook (pictured below).



MILPITAS MATTERS • GENERAL INFORMATION

MILPITAS TRAFFIC SAFETY STUDY PUBLIC MEETING

Do you live, work, study or shop in the City of Milpitas? A citywide traffic safety study is underway to identify areas of improvement. We need your input about the challenges you have experienced driving, biking, walking, or using other transportation modes within the City.

Join the virtual public meeting and learn about the safety data collected to date, ask questions and share your experience!

Wednesday, March 15, 2023

6:00 to 7:30 p.m.

[ZOOM link](#)

We look forward to hearing your valuable feedback into this important safety study!



6. ONLINE COMMUNITY SURVEY RESPONSES

With over 1,000 total page visits, the online engagement resulted in a total of 98 survey respondents. Approximately 300 unique users visited the interactive website and 80 site-specific comments recorded.

MILPITAS TRAFFIC SAFETY SURVEY

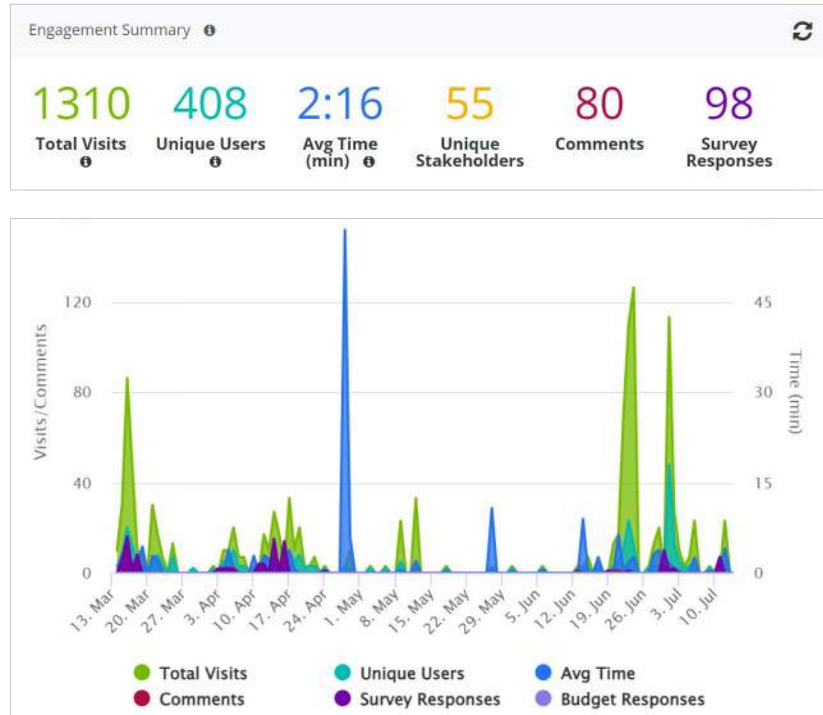
- 16 Surveys completed
- 8 Comments

INTERACTIVE MAP SURVEY: SAFETY CHALLENGES

- 75 Surveys completed

COUNTERMEASURES SURVEY

- 13 Surveys completed

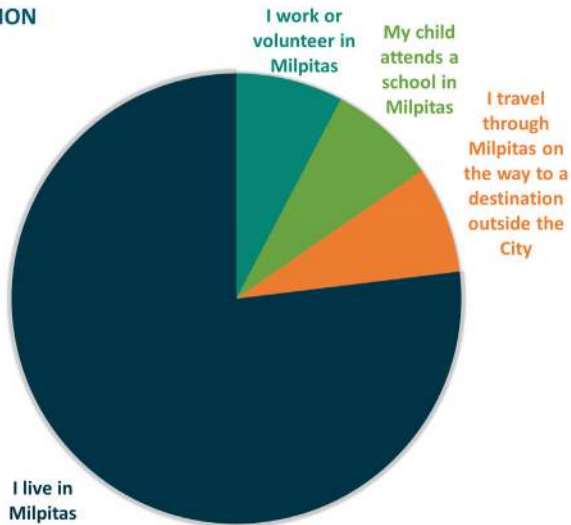


6.1. Milpitas Traffic Safety Survey

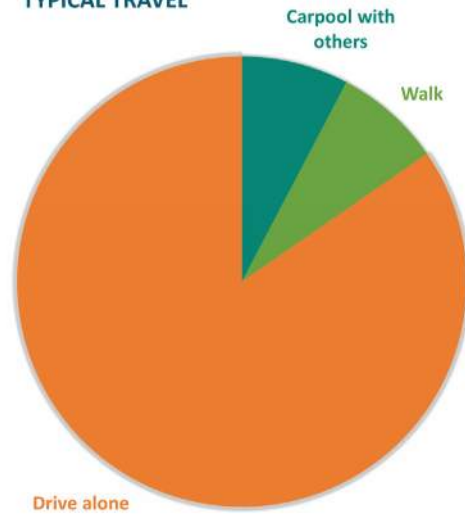
Online and paper surveys collected from various efforts revealed that over three quarters of the respondents live within the City of Milpitas. Most respondents noted that they mainly depend on vehicles as their primary mode of travel. When asked to identify their top three traffic safety challenge areas when it came to traveling throughout Milpitas, most individuals noted concerns with aggressive driving, traffic signals, and pedestrian crossings.

Survey Participants

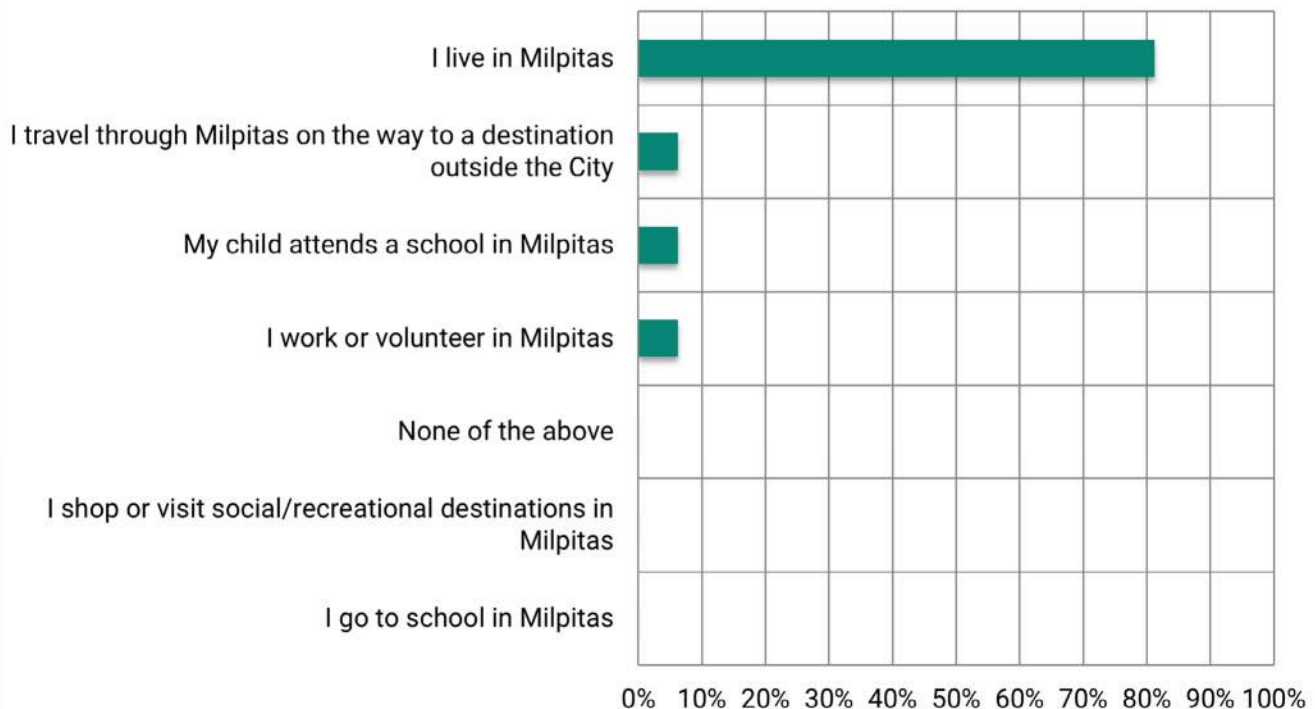
CONNECTION



TYPICAL TRAVEL

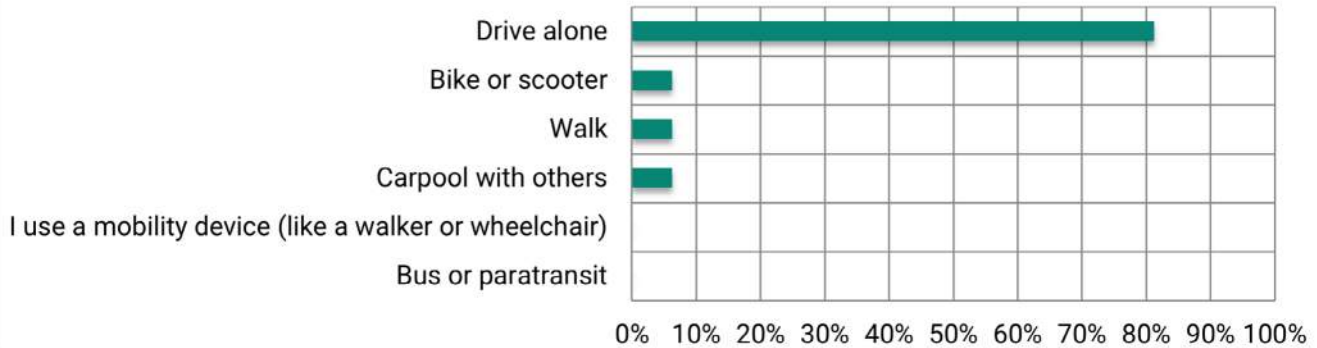


**What is your connection to the City of Milpitas?
If more than one answer, pick the once that best describes the reason you spend time there.**

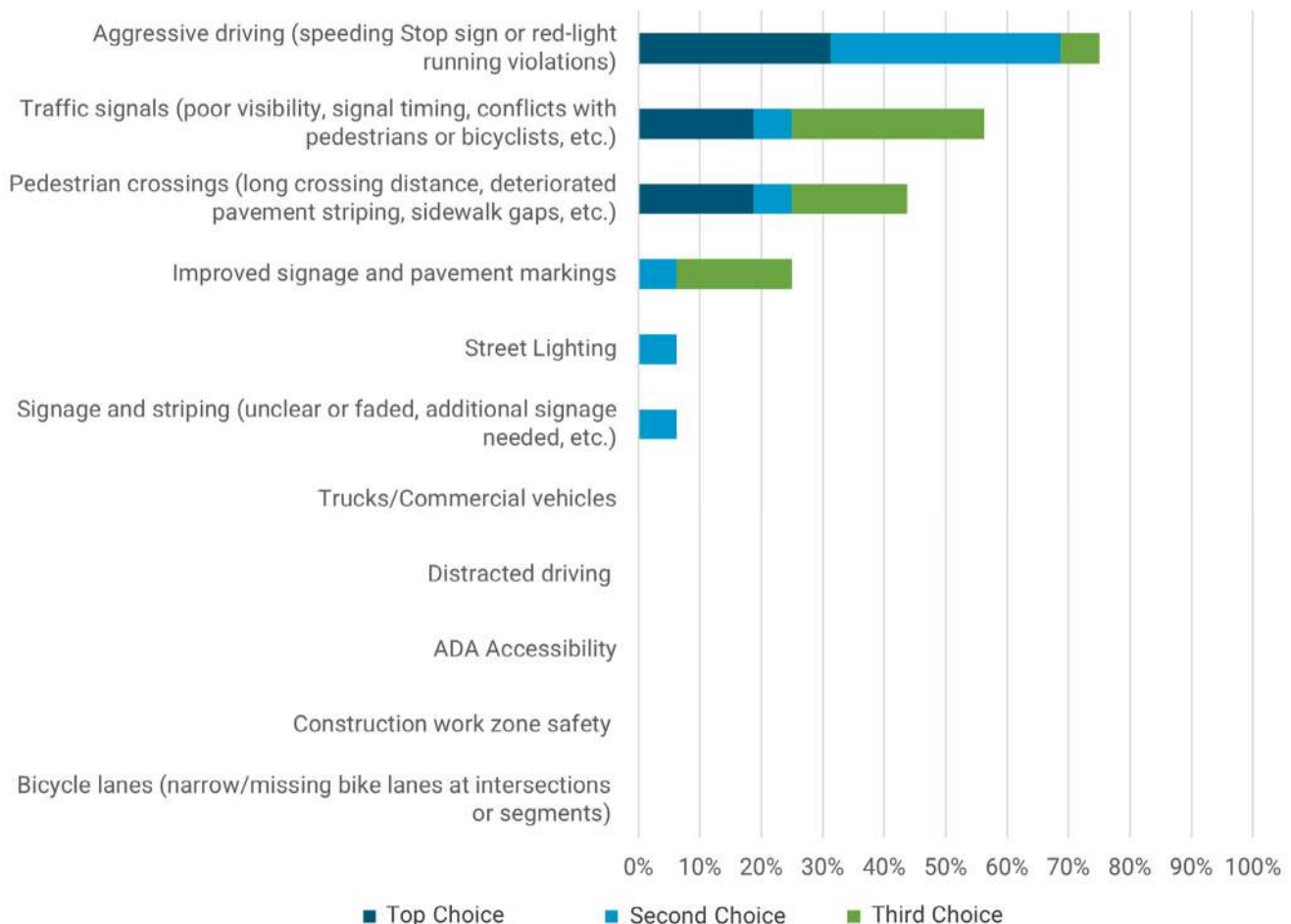


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How do you typically travel throughout the City of Milpitas?

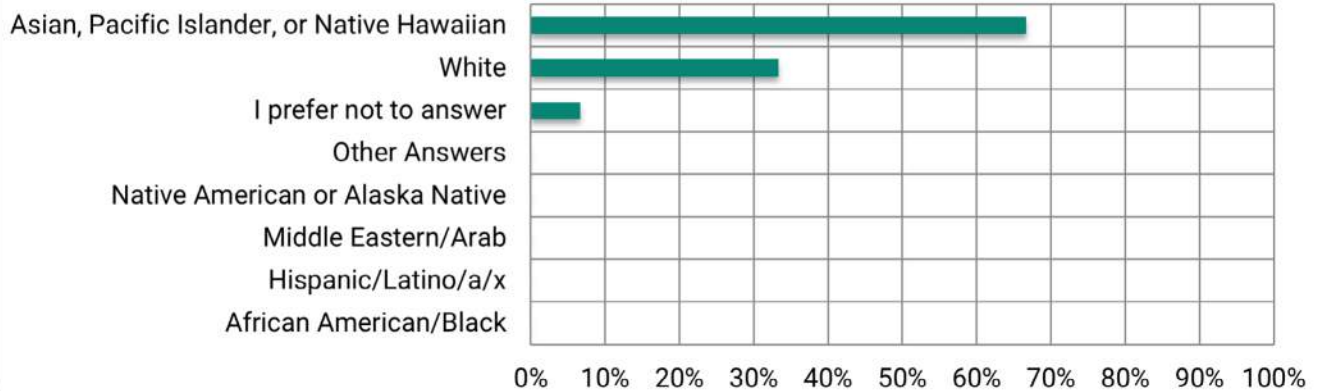


Please identify the top three challenge areas when it comes to traveling in the City of Milpitas.

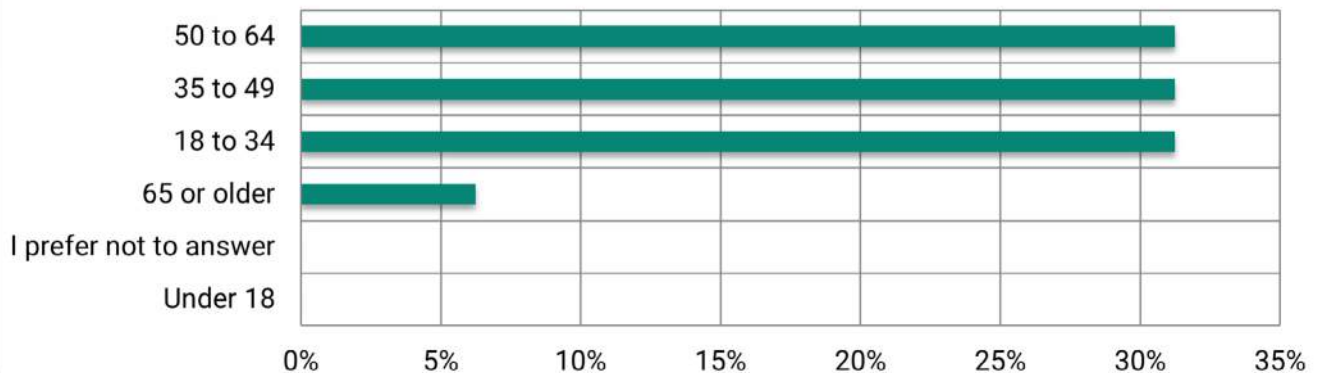


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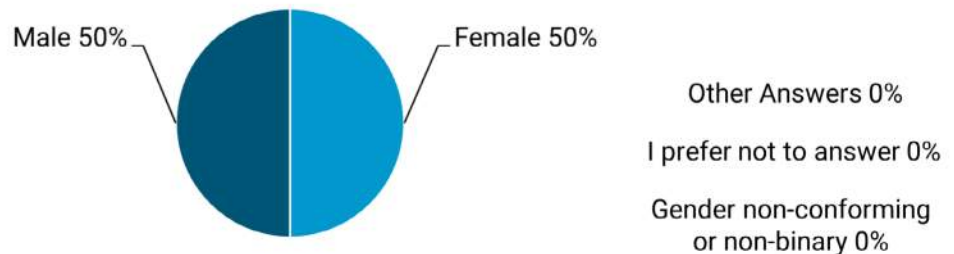
Choose all that describe you:



How old are you?



What is your gender?





Milpitas Traffic Safety Survey

Help us by providing your input on current areas of concern in Milpitas.

Take the Survey

6.1.1. Key Themes from the Milpitas Traffic Safety Survey

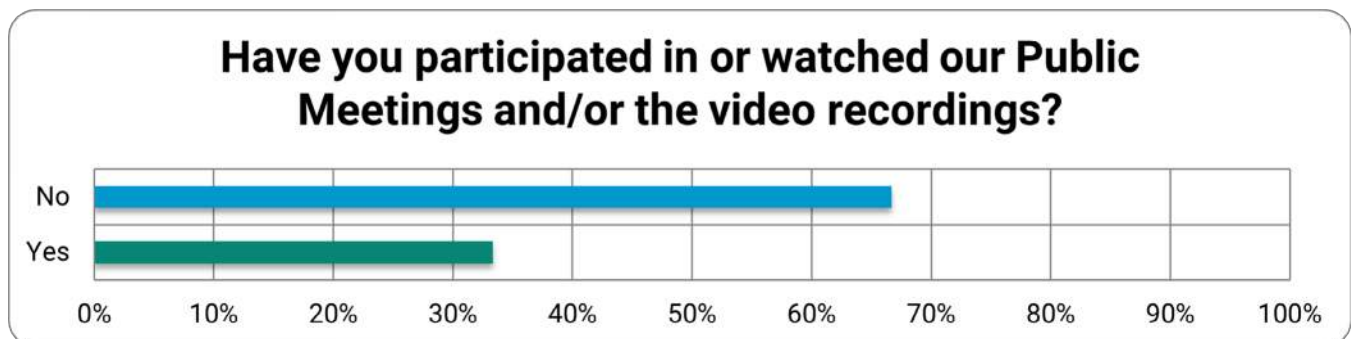
- *I think most people who take these surveys prioritize traffic volume and speed over pedestrian and bicycle safety. Please find ways to make walking and running safer in Milpitas.*
- *I would like to bike to more destinations in Milpitas, but the bike lanes along busy roads like Milpitas Boulevard and Montague Expressway are unprotected and intimidating with the 50+ MPH traffic. There are no biking alternatives to these arterials in the Great Mall area.*
- *I would like to see signal timing improved. I would like traffic police to site infractions, right turn on red no one stops anymore, and it is a safety issue all around.*
- *Lot of parked vehicles on side of road create big blind spots when taking left as well as right turns, find the solutions to not to park on the main roads like S Park Victoria Drive*
- *Traffic issues in Milpitas span far and wide. Not only are the roads not well maintained, but the bicycle network is also non-existent and unsafe on many of the main roads. People cannot bike or walk safely. Drivers also are extremely aggressive and there are little to no Complete Streets built into the city at all. Please make it easier for folks to get around outside of vehicles.*



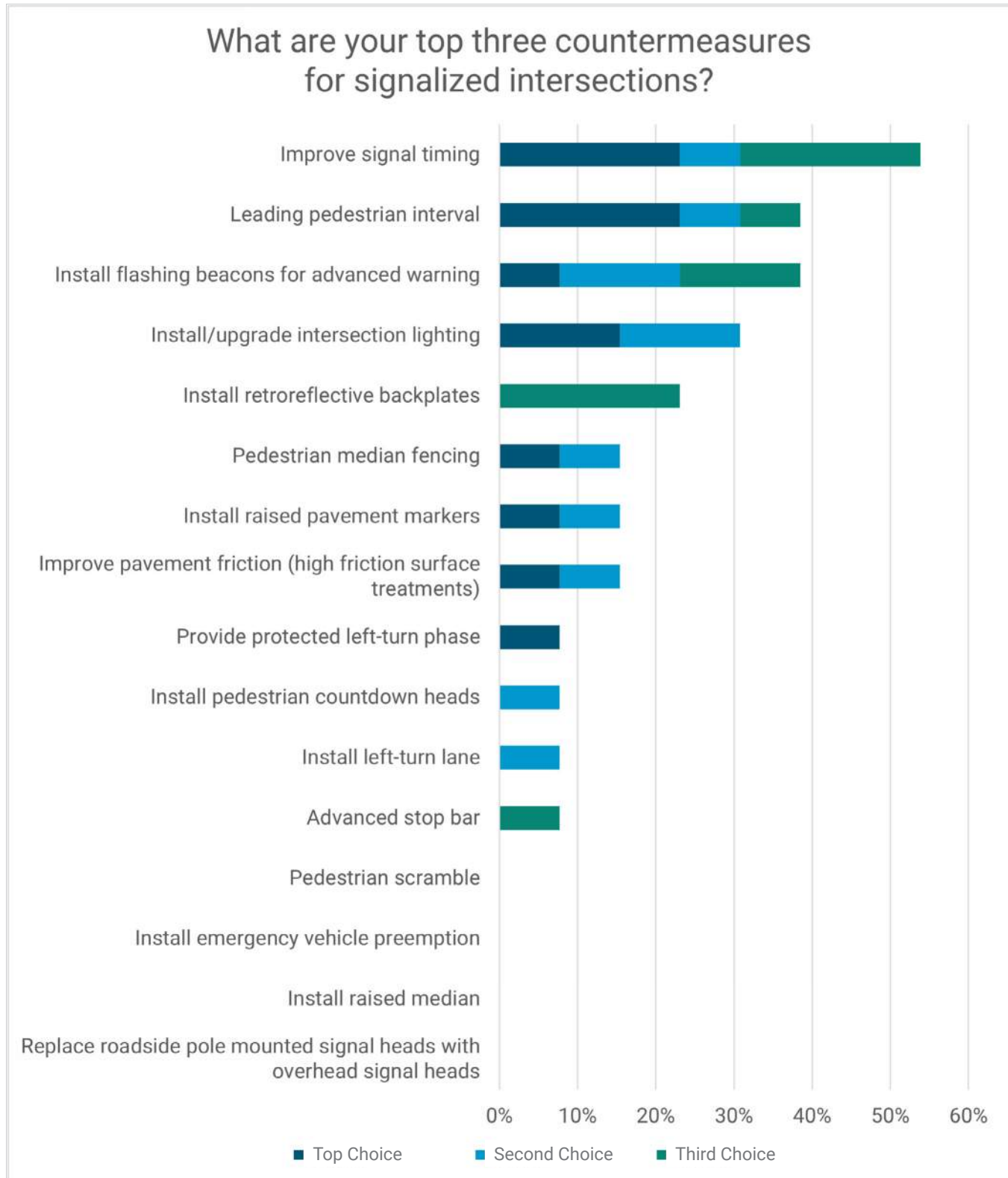
6.2. Countermeasure Toolbox Survey

The release of the Countermeasure Toolbox Survey marked the second round of engagement and was released following the in-person public meeting on May 17, 2023. The survey was paired with the Traffic Safety Project June 2023 Update Video that provided a project overview and summary of the completed efforts to date. Participants were then asked to respond to a brief survey that summarized their understanding of the countermeasures for signalized intersections, non-signalized intersections, and roadway segments.

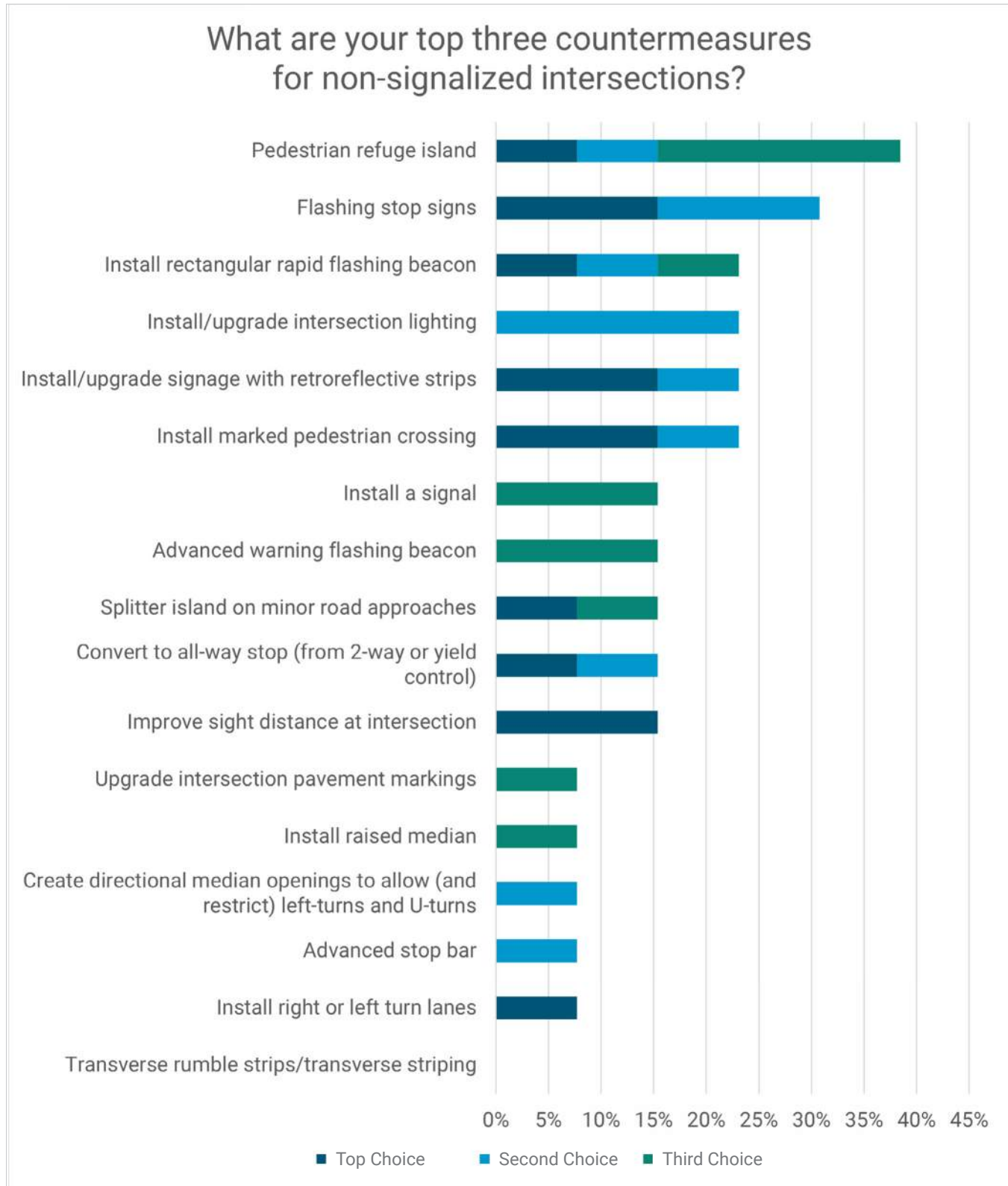
During this second round of public engagement, most survey participants noted that they had not previously attended or watched the public meeting. Users were then asked to rank their top three safety countermeasures for each of the different facility types - intersections and roadway segments. For signalized intersections, most participants highlighted opportunities to improve signal timing, implement leading pedestrian interval, and install flashing beacons for advanced warning sign as their first, second, and third choice among the safety countermeasures, respectively. Pedestrian refuge island and flashing stop signs were the top two countermeasures for non-signalized intersections, followed by both the installation/upgrade of signage with retroreflective strips and the installation of marked pedestrian crossings. Participants noted that their top three countermeasures for roadway segments were installation of separated bike lanes, installation of raised pedestrian crossings, and installation of additional signage at pedestrian crossings.



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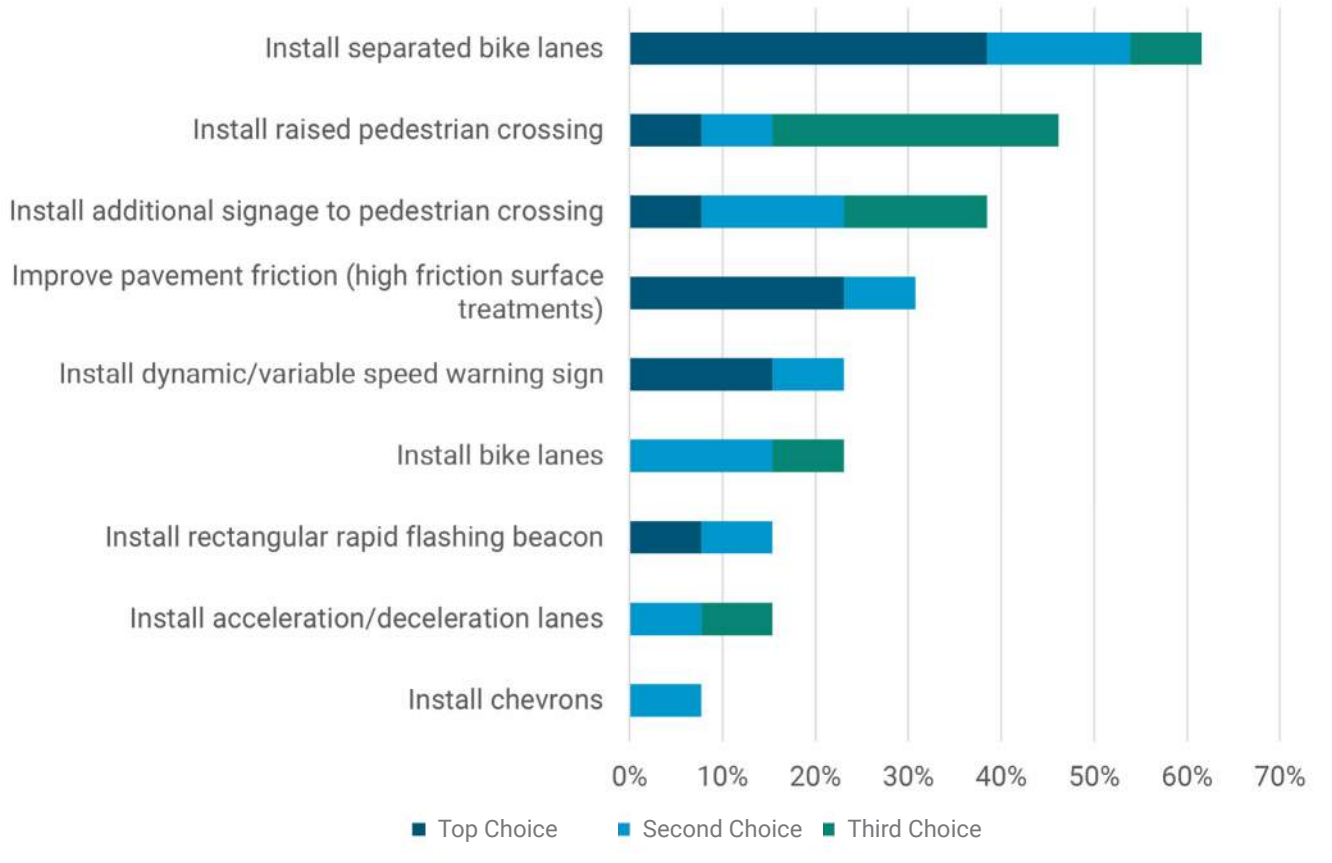


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CITYWIDE TRAVEL SAFETY PLAN

What are your top three countermeasures for roadway segments?



6.2.1. Key Themes from the Countermeasures Survey

Public Input & Feedback

High traffic areas need attention and new lanes before things get worse.

@ W Calaveras Blvd & Serra Way

Signal malfunction takes a long time to turn green.

@ S Park Victoria Dr & Yosemite Dr

I would like to **bike to more destinations** in Milpitas, but the bike lanes along busy roads are **unprotected and intimidating** with the 50+ MPH traffic.

Would be grateful if residents park their vehicles in their garage or driveway during school drop off & dismissal hours, as it gets very **hard to find parking**.

@ Ashland Dr & Roswell Dr

Dangerous area due to a very curvy & narrow road with a **signal that is hard to see**.

@ W Calaveras Blvd

New lane needs to be added due to **traffic congestion**. Lots of traffic & no place to park during school hours.

@ Yosemite Dr

High traffic zone that needs road expansion on East Calaveras Blvd because everyone wants to go to 237.

@ W Calaveras Blvd

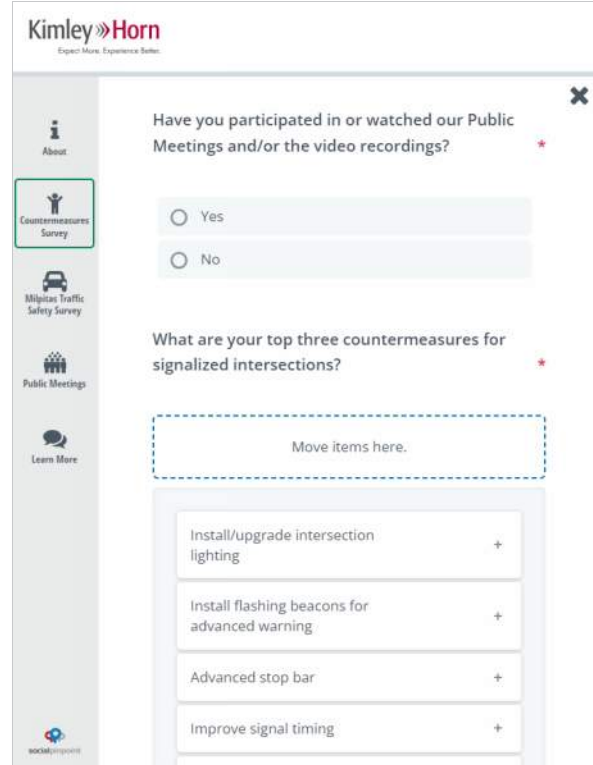
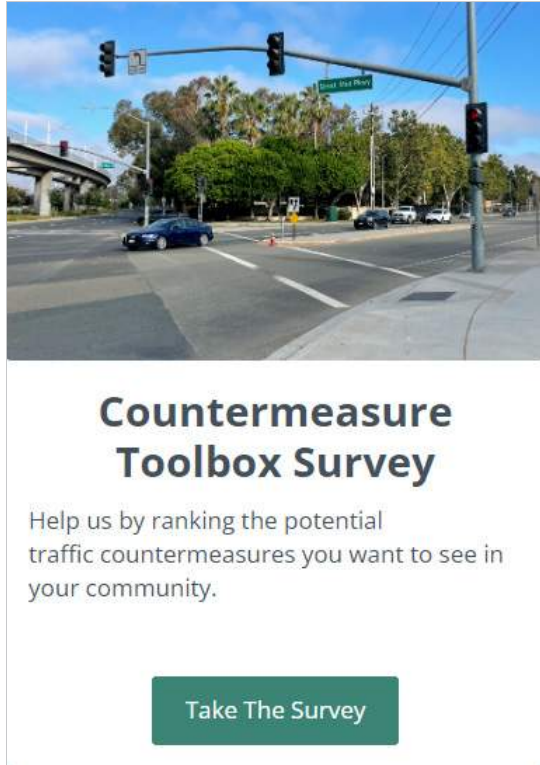
Please find ways to **make walking and running safer** in Milpitas.

From all the comments received from the on-line map, key areas of focus and themes were as follows:

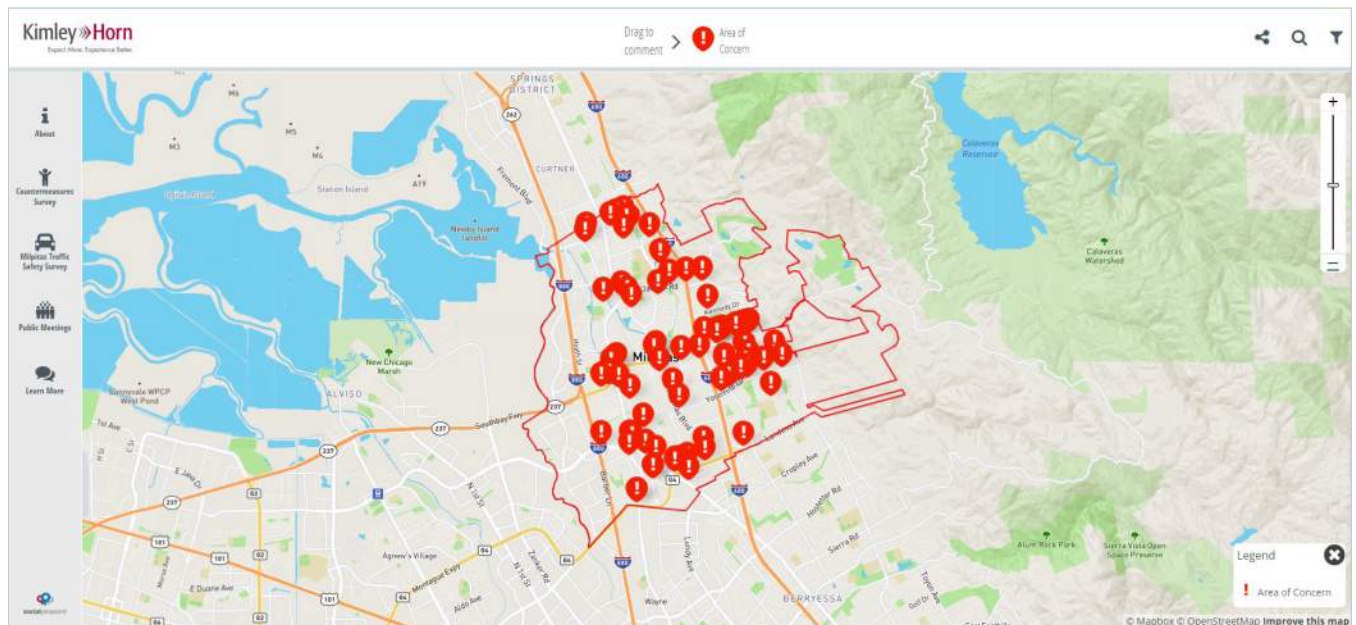
- *High traffic areas need attention and new lanes before things get worse.*
- *Signal malfunction takes a long time to turn green.*
- *I would like to bike to more destinations in Milpitas, but the bike lanes along busy roads are unprotected and intimidating with the 50+ MPH traffic.*
- *Would be grateful if residents park their vehicles in their garage or driveway during school drop off & dismissal hours, as it gets very hard to find parking.*
- *Dangerous area due to a very curvy & narrow road with a signal that is hard to see.*
- *New lane needs to be added due to traffic congestion. Lots of traffic & no place to park during school hours.*
- *High traffic zone that needs road expansion on East Calaveras Blvd because everyone wants to go to SR-237.*
- *Please find ways to make walking and running safer in Milpitas.*



CITYWIDE TRAVEL SAFETY PLAN

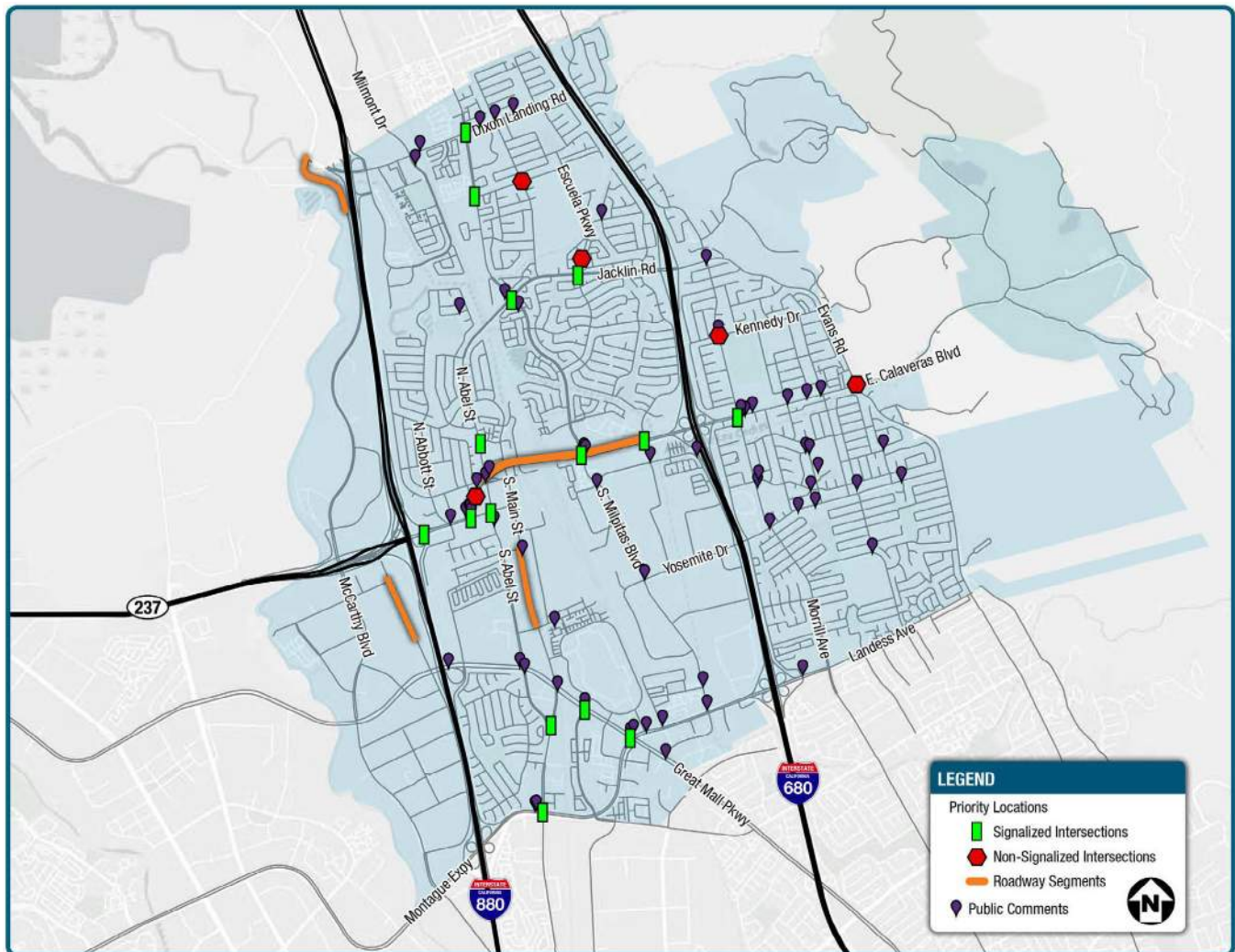


SCREENSHOT OF INTERACTIVE MAPPING SURVEY VIA SOCIAL PINPOINT PLATFORM



CITYWIDE TRAVEL SAFETY PLAN

SUMMARIZED PUBLIC COMMENTS COMPILED WITH COUNTERMEASURE LOCATIONS



SAFETY CHALLENGES IDENTIFIED THROUGH SOCIAL PINPOINT

The online interactive map survey asked participants to geographically locate areas of concern or traffic safety challenges that they experience within the City of Milpitas. This was then followed by one question survey that sought to identify the specific challenges experienced at each location. Most participants identified aggressive driver behavior as the top traffic safety challenge experienced throughout the city.

A full list of legible comments is provided in **Appendix C**.

All feedback received from Round 1 Public Engagement was cross referenced with the proposed countermeasures for signalized intersections, non-signalized, and roadway segments and was used to inform recommended safety treatments presented in the following sections of the report.



7. COUNTERMEASURES

The following sections provide more information on potential engineering and non-infrastructure safety countermeasures that might address conditions that were observed to contribute to crash activity in the City.

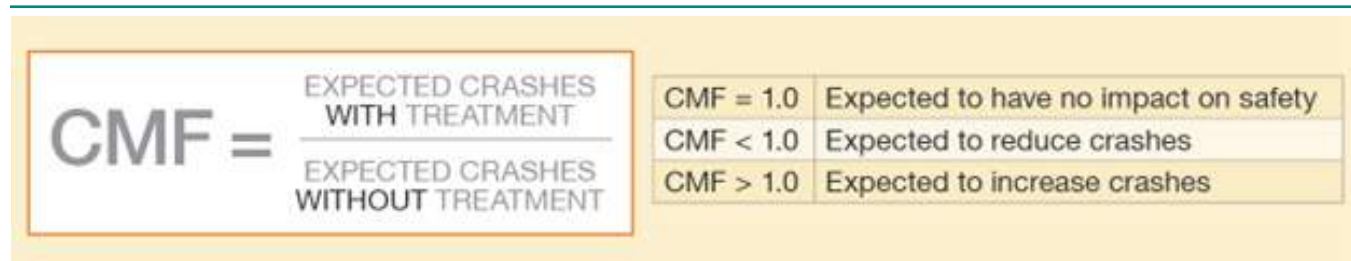
7.1. Engineering Countermeasures

While there are many safety countermeasures that could be used to systemically improve roadway safety, the following sections provide countermeasures for consideration by the City of Milpitas. The following sections contain a description of Crash Modification Factors (CMFs) and Crash Reduction Factors (CRFs) associated with the engineering countermeasures toolbox.

7.1.1. Crash Modification Factors and Crash Reduction Factors

When identifying potential systemic safety improvements, it is important to look at CMFs for the proposed improvements. The CMF Method is found in Part D of the HSM. CMFs are defined as the ratio of effectiveness of one condition in comparison to another condition and represent the relative change in crash frequency due to a change in one specific condition. In other words, a CMF is a multiplicative factor used to compute the expected number of crashes after implementing a given countermeasure at a specific site. Countermeasures with CMFs less than one are expected to reduce crashes if applied, while those countermeasures with CMFs greater than one are expected to increase crashes. **Figure 19** illustrates the definition of CMFs.

Figure 19: CMF Calculation



The CMF Method is used to calculate the expected number of crashes by taking the observed number of crashes and multiplying those crashes by the applicable CMF for the proposed countermeasure. It is recommended that CMFs be applied to a minimum of three years of crash data for urban and suburban sites and five years of crash data for a rural site. **Figure 20** is a sample calculation of the CMF method with one CMF being applied to a particular site for a single year.

Figure 20: CMF Method Sample Calculation



A CRF is similar to a CMF but stated in different terms. A CRF is defined as a percentage of crash reduction that might be expected after the implementation of a given countermeasure at a specific site. **Figure 21** shows how a CRF is calculated in relationship to a CMF.

Figure 21: CRF Calculation

$$\text{CRF} = (1 - \text{CMF}) \times 100$$

Caution should be used in the selection of appropriate CMFs. The following guidance should be considered when selecting CMFs for predictive crash analysis:

- CMFs should be selected from the HSM Part D, *The Local Roadway Safety Manual: A Manual for California's Local Road Owners* (Version 1.5, April 2020), or from the Federal Highway Administration's (FHWA) CMF Clearinghouse website (<http://www.cmfclearinghouse.org>).
- Read the countermeasure abstract to determine if the CMF is applicable to the proposed improvement.
- Only CMFs with a four-star rating or higher should be considered for use in analysis.
- Be sure the selected CMF is applicable to the set of crash data being used for analysis. Some CMFs may only be applicable to a subset of the crash data.
- The application of multiple CMFs can overestimate the expected crash reduction. Unless each CMF addresses independent crash types, multiple CMFs should not be used. It is suggested that no more than three independent CMFs be applied to a particular site.

The countermeasures proposed in this document were chosen because of their effectiveness in reducing crashes.

7.1.2. Engineering Countermeasures Toolbox

The systemic improvements identified as most likely effective for the City are listed in Appendix D and include low-cost and higher-cost items that can be implemented in phases where appropriate. CRFs have been provided for reference to aid the City in understanding potential reductions from crashes by different countermeasures. Implementation considerations and other factors such as effectiveness range and crash types addressed are also included in the toolbox.

7.2. Non-Infrastructure Countermeasures

The National Highway Traffic Safety Administration (NHTSA) *Countermeasures that Work, Ninth Edition*, is a reference to assist safety stakeholders in selecting effective, science-based non-infrastructure traffic safety countermeasures for major highway safety problem areas. While many of the countermeasures are more appropriate to apply at the state-level or require legislative modifications to implement, **Table 3** contains countermeasures that have demonstrated effectiveness and could be applied at the City level. Access to Drug Recognition Experts (DREs) and Advanced Roadside Impaired Driving Enforcement (ARIDE) training for law enforcement is not included in the document but is something that could also be considered for the City.

Table 3: City of Milpitas Non-Infrastructure Countermeasures Toolbox

Countermeasure	Effectiveness	Cost to Implement	Use	Time to Implement
Aggressive Driving				
Automated enforcement systems	*****	\$\$\$ ⁺	Medium	Medium
Impaired Driving				
Publicized Sobriety Checkpoints	*****	\$\$\$	Medium	Short
High-Visibility Saturation Patrols	****	\$\$	High	Short
Occupant Protection (Seat Belts, Helmets, Child Seats)				
Short-term high visibility enforcement	*****	\$\$\$	Medium	Medium
Integrated nighttime seat belt enforcement	****	\$\$\$	Unknown	Medium
Distracted Driving				
High visibility cellphone/text messaging enforcement	****	\$\$\$	Low	Medium

Effectiveness:

***** Demonstrated to be effective by several high-quality evaluations with consistent results

**** Demonstrated to be effective in certain situations

Cost to Implement:

\$\$\$ Requires extensive new facilities, staff, equipment, or publicity, or makes heavy demands on current resources

\$\$ Requires some additional staff time, equipment, facilities, and/or publicity

\$ Can be implemented with current staff, perhaps with training; limited costs for equipment, facilities, and publicity

⁺Can be covered by income from citations

Use:

High: More than two-thirds of States, or a substantial majority of communities

Medium: Between one-third and two-thirds of States or communities

Low: Less than one-third of States or communities

Unknown: Data not available

Time to Implement:

Long: More than 1 year

Medium: More than 3 months but less than 1 year

Short: 3 months or less



8. PRIORITY LOCATIONS

As a result of the Citywide network screening analysis, 25 project case study locations were selected for further analysis and development of site-specific safety improvement recommendations. Project sheets were developed to provide a menu of potential safety countermeasures that the City can choose from when applying for funding. Pursuant to section 15262 in the California Code of Regulations, this plan is exempt from CEQA and does not require the preparation of an Environmental Impact Report (EIR) or a negative declaration. However, the CEQA requirements for each site-specific safety improvement project will need to be evaluated on a case-by-case basis prior to implementation. These locations were identified through the analysis process based on their crash histories, the observed crash patterns, and their differing characteristics to provide the most insight into potential systemic safety countermeasures that the City can employ to achieve the most cost-effective safety benefits.

Each project sheet includes location maps with a crash data summary, field notes, and list of recommended safety countermeasures with corresponding CMFs, number of crashes anticipated to be reduced, 10-year crash reduction estimate and benefit, and planning level construction cost estimates. The potential safety countermeasures identified reflect safety improvements that can be applied to reduce the likelihood of future crashes. Countermeasures were subjected to a benefit/cost assessment to determine their potential return on investment. These case studies can be used to select the most appropriate countermeasure(s), and to potentially phase improvements over the longer-term. The potential benefit of these countermeasures at locations with similar design characteristics can then be extrapolated regardless of crash history. These project sheets can also be used to position the City for future grant funding opportunities.

Table 4 presents a summary of recommended safety countermeasures identified for each priority location, the corresponding benefit/cost ratio, funding source, and timeline for implementation. The funding sources recommended in Table 4 are not limited to the source(s) listed, as other funding sources may be available. A summary of potential funding sources is included in Section 9.5 “Funding”. A project sheet was developed for each of the priority locations containing additional information and are included in **Appendix E**.



CITYWIDE TRAVEL SAFETY PLAN

Table 4: Priority Locations

SIGNALIZED INTERSECTIONS				
Location	Improvements	B/C*	Funding	Implementation
Great Mall Pkwy & Montague Expy	Implement Leading Pedestrian Interval (LPI) to increase pedestrian crossing time	9.0	HSIP	Near-Term
	Install retroreflective backplates on traffic signal heads	79.5	HSIP	Near-Term
	Install advance stop bar	86.1	Local	Near-Term
	Install pedestrian median fencing on Northern approach to address jaywalking	0.3	SS4A	Mid-Term
	Install APS (accessible pedestrian signals)	-	SS4A	Mid-Term
	ADA ramp upgrades	-	SS4A	Mid-Term
E Calaveras Blvd & N Milpitas Blvd	Install retroreflective backplates on traffic signal heads	122.9	HSIP	Near-Term
	Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	87.4	HSIP	Near-Term
	Install advance stop bar (all approaches)	607.2	Local	Near-Term
	Install traffic signal ahead flashing beacon on the EB Calaveras approach to intersection	401.7	Local	Near-Term
	ADA ramp upgrades	-	SS4A	Mid-Term

*B/C is calculated using the crash reduction factor associated with the countermeasure. The economic benefit resulting from the reduction in crashes is divided by the cost of the improvement. The specific values are listed in Appendix D. Improvements without a B/C are beneficial but do not have a corresponding crash reduction factor in the LRSM at this time.



CITYWIDE TRAVEL SAFETY PLAN

Location	Improvements	B/C*	Funding	Implementation
W Calaveras Blvd & Serra Wy	Install retroreflective backplates on traffic signal heads. Upgrade 8" heads to 12" heads	27.4	HSIP	Near-Term
	Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	49.4	HSIP	Near-Term
	Install advance stop bar/yield lines at crosswalk approaches	1,238.2	Local	Near-Term
	Install pavement legends and signage indicating which lanes lead to NB/SB I-880 to prevent drivers needing to make late lane changes	621.8	Local	Near-Term
	Implement protected left turn phase on Serra/Driveway approaches	112.9	HSIP	Mid-Term
	Install additional safety lighting to Serra Approach	172.7	SS4A	Long-Term
	Redesign curb ramps and crossings to be ADA compliant	-	SS4A	Mid-Term
	Update crosswalk striping per MUTCD school zone striping requirement.	-	Local	Near-Term
	Upgrade median islands to be appropriate height, currently too low.	-	Local	Long-Term
E Calaveras Blvd & S Hillview Dr	Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	16.8	HSIP	Near-Term
	Install advance stop bars (all approaches)	571.1	Local	Near-Term
	Install retroreflective backplates on traffic signal heads	50.7	HSIP	Near-Term
	Install APS (accessible pedestrian signals)	-	SS4A	Mid-Term

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CITYWIDE TRAVEL SAFETY PLAN

Location	Improvements	B/C*	Funding	Implementation
N Milpitas Blvd & N Abel St	Install retroreflective backplates on traffic signal heads. Install additional signal head to through lanes on Abel St/Jacklin Rd	71.0	HSIP	Near-Term
	Add an overlap phase to the westbound right-turn	145.5	HSIP	Near-Term
	Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	2.4	HSIP	Near-Term
	Install cat-tracks for NBL lane to guide vehicles through the intersection	3,581.4	Local	Near-Term
	Implement green conflict zone striping for bike lanes	0.4	SS4A	Near-Term
	Redesign the median to provide a NACTO compliant pedestrian refuge area, or consider removal of pedestrian push buttons	-	SS4A	Long-Term
	Improve sight distance for vehicles turning right from N Abel St to N Milpitas Blvd by trimming vegetation on the South corner	-	Local	Near-Term
	ADA ramp upgrades	-	SS4A	
	At the Northwest corner: Install a R1-5 sign at the pedestrian crossing. Install a W4-2 sign and merge pavement markings on SB Abel St South of the intersection.	-	Local	Near-Term
Serra Wy & S Abel St	Install retroreflective backplates on traffic signal heads	31.9	HSIP	Near-Term
Dixon Landing Rd & N Milpitas Blvd	Implement advance stop bar and green conflict zone striping for bike lanes	3.5	SS4A	Near-Term
	Install buffered bike lanes and standard pavement markings on the Dixon Landing intersection approaches	4.6	SS4A	Mid-Term
	Install additional safety lighting to EB Dixon Landing Rd	11.2	SS4A	Mid-Term
	Install retroreflective backplates on traffic signal heads	26.4	HSIP	Near-Term
	Re-orient the pedestrian countdown head on the West leg of the intersection to face South	-	Local	Near-Term
	Straighten out the crosswalk across the North leg of the intersection to provide more distance between cars travelling WB on Dixon Landing Rd and pedestrians in the crosswalk	-	Local	Near-Term

*B/C is calculated using the crash reduction factor associated with the countermeasure. The economic benefit resulting from the reduction in crashes is divided by the cost of the improvement. The specific values are listed in Appendix D. Improvements without a B/C are beneficial but do not have a corresponding crash reduction factor in the LRSM at this time.

CITYWIDE TRAVEL SAFETY PLAN

Location	Improvements	B/C*	Funding	Implementation
W Calaveras Blvd & I-880 Ramps	Upgrade 8" signal heads to 12" signal heads.	13.6	HSIP	Near-Term
	Install yield lines at pedestrian crossing at I-880 ramps and stripe high visibility crossings	53.0	Local	Near-Term
	Install RRFB at pedestrian crossing across the EB Calaveras to I-880 On-Ramp	1.2	SS4A	Near-Term
Great Mall Pkwy & McCandless Dr	Install retroreflective backplates on traffic signal heads	24.9	HSIP	Near-Term
	Install advance stop bars and continental crosswalk across the north leg of the intersection (across Great Mall Pkwy)	-	Local	Near-Term
	Remove Bott's Dotts and install thermoplastic lane markings on Great Mall Pkwy approaches	-	Local	Mid-Term
	Install APS (accessible pedestrian signals)	-	SS4A	Mid-Term
S Main St & Montague Expy	Install retroreflective backplates on traffic signal heads	22.2	HSIP	Near-Term
	Coordinate traffic signal with the traffic signal at Montague Expy and McCandless Dr/Trade Zone Blvd	26.6	Local	Near-Term
	Install merge warning sign (MUTCD W4-2) on SBR movement, Install merge pavement markings	201.1	Local	Near-Term
	Install W3-3 traffic signal ahead sign on EB Montague Expy	850.6	Local	Near-Term
	ADA ramp upgrades (north and south sidewalks, and at private driveway splitter island)	-	SS4A	Mid-Term
	Upgrade median islands to be appropriate height, currently too low.	-	SS4A	Long-Term

*B/C is calculated using the crash reduction factor associated with the countermeasure. The economic benefit resulting from the reduction in crashes is divided by the cost of the improvement. The specific values are listed in Appendix D. Improvements without a B/C are beneficial but do not have a corresponding crash reduction factor in the LRSM at this time.



CITYWIDE TRAVEL SAFETY PLAN

Location	Improvements	B/C*	Funding	Implementation
S Main St & Abel St	Install additional SBL signal head for better visibility. Add retroreflective borders to all signal heads.	59.1	HSIP	Near-Term
	Restripe limit lines to allow for 4-feet of clearance	-	Local	Near-Term
	Install additional safety lighting to the SB Main St approach	72.9	SS4A	Mid-Term
	Install emergency vehicle pre-emption	2.7	HSIP	Mid-Term
	Restripe limit lines to allow for 4-feet of clearance	-	Local	Near-Term
	Study lighting levels to determine if the existing lamp poles provide sufficient lighting, or if additional luminaires are required	-	SS4A	Long-Term
E Calaveras & S Park Victoria	Install retroreflective backplates and upgrade to 12" signal heads	2.1	HSIP	Mid-Term
	Install continental crosswalks and advance stop bars	8.5	Local	Near-Term
	Install APS (accessible pedestrian signals)	-	SS4A	Mid-Term
	Restripe the receiving lanes on NB S Park Victoria	-	Local	Near-Term
Escuela Pkwy & Jacklin Rd	Install retroreflective backplates and upgrade to 12" signal heads	5.4	HSIP	Near-Term
	Implement green conflict zone striping for bike lanes on Escuela Pkwy	-	SS4A	Near-Term
	Redesign the median to provide a NACTO compliant pedestrian refuge area, or consider removal of pedestrian push buttons	-	SS4A	Long-Term

*B/C is calculated using the crash reduction factor associated with the countermeasure. The economic benefit resulting from the reduction in crashes is divided by the cost of the improvement. The specific values are listed in Appendix D. Improvements without a B/C are beneficial but do not have a corresponding crash reduction factor in the LRSM at this time.



CITYWIDE TRAVEL SAFETY PLAN

Location	Improvements	B/C*	Funding	Implementation
Weller Ln & N Abel St	Install retroreflective backplates and upgrade to 12" signal heads	7.9	HSIP	Near-Term
	Install advance stop bar before crosswalk	785.1	Local	Near-Term
	Install thermoplastic pavement marking as intersection approaches. Additionally, stripe a bike lane through the intersection on SB Abel St to support bicyclist safety and provide a buffer between SB vehicles and the pedestrian facilities.	96.7	Local	Near-Term
	Modify signal phasing to implement leading pedestrian interval (LPI)	55.4	HSIP	Near-Term
	Install pedestrian countdown signal heads	32.2	HSIP	Mid-Term
	Install APS (accessible pedestrian signals) for crosswalks across Abel St	-	SS4A	Mid-Term
Washington Dr & N Milpitas Blvd	Install retroreflective backplates and upgrade to 12" signal heads	5.1	HSIP	Near-Term
	Install advance stop bars on N Milpitas Blvd	97.9	Local	Near-Term
	Install thermoplastic pavement marking at intersection approaches.	35.8	Local	Near-Term
	Modify signal phasing to implement lead pedestrian interval (LPI)	8.4	Local	Near-Term
	Install pedestrian countdown signal heads	3.7	HSIP	Mid-Term
	Install APS (accessible pedestrian signals)	-	SS4A	Mid-Term
	Redesign the median to provide a NACTO compliant pedestrian refuge area, or consider removal of pedestrian push buttons	-	SS4A	Long-Term

*B/C is calculated using the crash reduction factor associated with the countermeasure. The economic benefit resulting from the reduction in crashes is divided by the cost of the improvement. The specific values are listed in Appendix D. Improvements without a B/C are beneficial but do not have a corresponding crash reduction factor in the LRSM at this time.

CITYWIDE TRAVEL SAFETY PLAN

UNSIGNALIZED INTERSECTIONS				
Location	Improvements	B/C*	Funding	Implementation
Butler St & W Calaveras Blvd	Update pavement markings, adding a pedestrian crosswalk and advance stop bar	491.2	HSIP	Mid-Term
	Install splitter island on west leg channeling vehicles into right turn with pedestrian refuge (north leg)	20.4	SS4A	Mid-Term
	ADA ramp upgrades	-	SS4A	Mid-Term
	Install bulb outs (NW and SW corners)	-	SS4A	Mid-Term
Washington Drive & Arizona Ave	Install retroreflective strips on stop sign posts	246.4	HSIP	Mid-Term
	Install stop ahead warning signs ahead of intersection on Arizona Avenue	273.8	HSIP	Near-Term
	Install stop ahead pavement markings on Arizona Avenue	553.5	HSIP	Near-Term
	Install centerline pavement marker (Caltrans Standard Plan A20A, Detail 21) on all approaches	293.4	HSIP	Near-Term
	Install bulb outs on all corners	-	SS4A	Mid-Term
	Install new road signs at the NW corner	-	Local	Near-Term
Altamont Dr & Escuela Pkwy	Install centerline pavement marker (Caltrans Standard Plan A20A, Detail 21) on all approaches	228.4	Local	Near-Term
	Install bulb outs on all corners	-	SS4A	Mid-Term
	Install retroreflective strips on stop sign posts	383.8	HSIP	Near-Term
	Install school zone pedestrian crossing across Escuela Pkwy	57.1	SS4A	Near-Term
	Add green bike lane pavement marking in conflict areas across Altamont Dr	66.6	SS4A	Near-Term
	Install stop bar on side street and install school zone pedestrian crossing striping across Altamont Dr	55.7	Local	Near-Term
	Install bulb outs on all corners	-	SS4A	Mid-Term

*B/C is calculated using the crash reduction factor associated with the countermeasure. The economic benefit resulting from the reduction in crashes is divided by the cost of the improvement. The specific values are listed in Appendix D. Improvements without a B/C are beneficial but do not have a corresponding crash reduction factor in the LRSM at this time.



CITYWIDE TRAVEL SAFETY PLAN

Location	Improvements	B/C*	Funding	Implementation
Calaveras Rd & Evans Rd	Install advance stop bars and green conflict zone bike lane treatment at intersection approaches	4.5	SS4A	Near-Term
	Install supplemental intersection safety lighting	1.7	SS4A	Long-Term
	Install raised median on EB Calaveras Blvd approach	2.9	SS4A	Mid-Term
	Install retroreflective strips on stop sign posts	150.5	HSIP	Near-Term
Kennedy Dr & N Park Victoria Dr	Install reflective strips on stop sign posts	1,084.7	HSIP	Near-Term
	Install R1-5b signs at advance stop bars and install R1-6a signs in the medians on the Southbound and Northbound approaches.	873.6	Local	Near-Term
	Install buffered bike lanes and standard pavement markings on N Park Victoria including the intersection approaches	33.0	SS4A	Mid-Term
ROADWAY SEGMENT				
Location	Improvements	B/C*	Funding	Implementation
E Calaveras Blvd (N Milpitas Blvd – Hillview Dr)	Install retroreflective backplates on traffic signal heads	38.9	HSIP	Near-Term
	Coordinate the traffic signal at Town Center Dr with the signals at Milpitas Blvd and Hillview Dr	20.4	HSIP	Near-Term
	Install buffered bike lane. Install green bike lane striping in conflict areas.	1.1	SS4A	Near-Term
E Calaveras Blvd (Abel St – Milpitas Blvd)	Install yield lines at pedestrian crossing at Calaveras off-ramp to Main Street and stripe high visibility crossing	186.6	Local	Near-Term
	Install W3-3 traffic signal ahead sign on EB Calaveras Blvd	2,309.5	Local	Near-Term
	Install RRFB at pedestrian crossing at Calaveras off-ramp to Main Street	2.1	SS4A	Mid-Term
	Install high friction surface treatment on intersection approaches	8.4	Local	Long-Term

*B/C is calculated using the crash reduction factor associated with the countermeasure. The economic benefit resulting from the reduction in crashes is divided by the cost of the improvement. The specific values are listed in Appendix D. Improvements without a B/C are beneficial but do not have a corresponding crash reduction factor in the LRSM at this time.

CITYWIDE TRAVEL SAFETY PLAN

Location	Improvements	B/C*	Funding	Implementation
S Main St (W Curtis Ave – Corning Ave)	Install pedestrian refuge island and high-visibility crosswalk	62.7	SS4A	Long-Term
	Restrict parking at pedestrian crossings to improve sight distance	1,375.1	Local	Near-Term
	Install roadway lighting at the pedestrian crossings	22.9	SS4A	Long-Term
S McCarthy (Dixon Landing – Sprig Center Dwy)	Install solar, radar speed feedback sign at NB curve	139.1	Local	Near-Term
	Install High Friction Surface Treatment (HFST)	20.8	HSIP	Mid-Term
	Install roadway lighting at the horizontal curves	91.6	HSIP	Long-Term
	Install chevrons on NB McCarthy Blvd	3,132.2	Local	Near-Term
	Install edgeline rumble strips on NB McCarthy Blvd	25.8	HSIP	Mid-Term
	Refresh Intersection Striping with high visibility thermoplastic	40.3	Local	Near-Term
Barber Ln (Bellew Dr – Alder Dr)	Install buffered bike lane with raised element EB & WB (removing parking). Install green bike lane striping in conflict areas.	2.9	SS4A	Mid-Term
	Install raised median along Barber Ln with directional median openings	0.2	Local	Mid-Term
	Install pedestrian refuge island at mid-block crossing	1.7	SS4A	Long-Term
	Install Left-turn lane on NB Barber Lane at the intersection with Bellew Dr	6.8	Local	Mid-Term

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CITYWIDE TRAVEL SAFETY PLAN

The countermeasures in **Appendix E** can be considered as near-term, mid-term and long-term improvements. Near-term improvements are lower cost and can be implemented most readily. Mid-term improvements are higher cost improvements, while long-term improvements are the highest cost and may require engineering design and permitting to implement.

Table 5: Near-Term, Mid-Term, and Long-Term Improvements

Near-Term Improvements (0-3 Years)	Mid-Term Improvements (3-5 Years)	Long-Term Improvements (5+ Years)
➤ Install retroreflective backplates ➤ Install retroreflective strips ➤ Install raised pavement markings and striping ➤ Install pedestrian countdown signal heads ➤ Advanced stop bars ➤ Improve signal timing ➤ Implement Leading Pedestrian Interval ➤ Implement All-Way-Stop-Control at intersection ➤ Install/Upgrade intersection warning/regulatory signs ➤ Clear sight triangles ➤ Install/upgrade pedestrian crossing ➤ Colored bicycle lanes ➤ Install/upgrade signs with new fluorescent sheeting (regulatory or warning) ➤ Install delineators, reflectors and/or object markers	➤ Install rumble strips (edgeline and centerline) ➤ Install intersection lighting ➤ Install emergency vehicle preemption ➤ Install protected left turn phase ➤ Install raised median ➤ Create directional median openings ➤ Install flashing beacons in advanced warning or curve or intersection ➤ Install pedestrian median fencing ➤ Install splitter islands on minor road approaches ➤ Install RRFB ➤ Install bike lane	➤ Install left turn lane and add left turn phase ➤ Convert signal from pedestal mounted to mast arm ➤ Install high-friction surface treatment ➤ Install signal ➤ Curb extensions and bulb-outs ➤ Remove/relocate fixed object out of clear recovery zone ➤ Install separated bike lanes ➤ Install acceleration/deceleration lanes ➤ Add two-way left turn lane/Implement road diet ➤ Install pedestrian refuge island or raised pedestrian crossing



9. IMPLEMENTATION GUIDE

9.1. Evaluation

The success of the Travel Safety Plan will be evaluated using the preliminary process outlined below. This process will be useful to ensure proper implementation of goals and to determine when updates are needed.

- Progress meetings are recommended to be conducted to track the implementation of the plan. In addition, the success of the plan will be evaluated on a reoccurring basis.
- An update to the plan should be considered after no more than five to seven years.
- Continued monitoring and recording of traffic incidents on local roadways by law enforcement.
- Maintain a list of focus areas where there are transportation safety concerns, based on historical crash data.

9.2. Implementation

Implementation of the Travel Safety Plan can be accomplished through several avenues including development of improvement projects, the establishment of new policies and programs, and development/strengthening of relationships with stakeholders.

With regard to projects, the following identifies potential focus areas for the City in the near-to-mid-term.

9.2.1. Near- and Mid-Term Focus Areas

The opportunities identified in this Travel Safety Plan provide more of the systemic countermeasures that can be applied within the City. Over the next three to five years, it is recommended that the City concentrate its efforts on the following emphasis areas:

- Intersections
- Aggressive Driving
- Pedestrians

Analysis conducted at the citywide level indicated that these factors were some of the most frequent influences contributing to K+SI crashes within the City. The countermeasure opportunities previously discussed in this safety plan for both systemic and project-specific improvements can be used as a basis for developing projects at locations where addressing these focus areas would be of the most benefit. Projects that address these focus areas can be developed with a high benefit-to-cost ratio (by applying citywide crash rates), allowing competitive projects to be developed even at sites with little to no direct crash history, but with conditions that might contribute to future crashes.

9.3. Policy Update

The City has taken meaningful steps to prioritize road safety and has successfully integrated these approaches into numerous Citywide programs, policies, and practices. This Travel Safety Plan includes an assessment of both the City's existing and the identified opportunities to enhance programs, policies, and practices to address road safety more comprehensively. **Appendix F** provides a summary of the existing programs, policies, and practices, as well as the recommended enhancements. The City and stakeholders should collaborate to discuss these policy modifications and set tangible goals for implementation.



9.4. Updates to the Citywide Travel Safety Plan

The following steps outline the process for updating the Citywide Travel Safety Plan every 5 to 7 years.

1. Access necessary data
 - Roadway and intersection classification/configurations
 - Average Daily Traffic Volumes (Collected from counts where available)
 - Collision history
2. Network screening
 - Calculate the CCR for each roadway functional classification and intersection control type
 - Rank for each facility type
 - i. Roadway Segment
 - (1) Primary
 - (2) Secondary
 - (3) Local
 - ii. Intersection
 - (1) Signalized
 - (2) Unsignalized
3. Select locations
 - Identify the location with a higher CCR than what is typical of comparable facility types within City
 - Analyze the collision history and work with local officials to understand any significant exterior influences on the location
4. Countermeasures
 - Using the Engineering Countermeasures Toolbox (**Appendix D**) and Non-Infrastructure Toolbox (**Table 3**), identify potential countermeasures that can be applied to the local to enhance safety features
5. Calculate the benefit and the cost of each applicable countermeasure using Highway Safety Improvement Program (HSIP) tool and identified countermeasures. If those are not available, refer to other resources such as the CMF Clearinghouse and follow a similar calculation (using 20-year cost and benefit numbers).

Additional items the City can do to keep the Travel Safety Plan current are:

1. When new or reconstruction projects arise, use the data processed to identify locations with similar characteristics and apply countermeasures which proved effective
2. Proactively update its roadway and transportation design standards to incorporate systemic safety improvements identified in the Citywide Travel Safety Plan

9.5. Funding

Competitive funding resources are available to assist in the development and implementation of safety projects in the City of Milpitas. The City should continue to seek available funding and grant opportunities from local, state, and federal resources to accelerate their ability to implement safety improvements throughout Milpitas. The following is a high-level introduction into some of the main funding programs and grants for which the City can apply.

9.5.1. Highway Safety Improvement Program (HSIP)

The Highway Safety Improvement Program (HSIP) is a Federal program housed under Fixing America's Surface Transportation (FAST) Act. This program apportions funding as a lump sum for each state, which is then divided



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among apportioned programs. These flexible funds can be used for projects to preserve or improve safety conditions and performance on any Federal-aid highway, bridge projects on any public road, facilities for non-motorized transportation, and other project types. Safety improvement projects eligible for this funding include:

- New or upgraded traffic signals
- Upgraded guardrails
- Marked pedestrian crosswalks

California's local HSIP focuses on infrastructure projects with national recognized crash reduction factors. Normally HSIP call-for-projects is made at an interval of one to two years. The applicant must be a city, a county, or a tribal government federally recognized within the State of California.

Additional information regarding this program at the Federal level is available at: <https://safety.fhwa.dot.gov/hsip>. California specific HSIP information – including dates for upcoming call for projects – is available at: <http://www.dot.ca.gov/hq/LocalPrograms/hsip.html>.

9.5.1.1. HSIP ANALYZER

As of 2021, the preferred way to calculate the BCR for the HSIP program uses the Caltrans HSIP Analyzer tool in the form of an active PDF. The PDF tool contains 4 sections which are used to calculate the Benefit Cost Ratio for the Highway Safety Improvement Program.

This tool can be accessed on the Caltrans website:

<https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/apply-now>

Projects appropriate for other state grant programs can be analyzed using the Life-Cycle Benefit Cost Analysis Model (CalB/C) which has a much more comprehensive benefit assessment tool set.

9.5.1.2. HSIP ELIGIBILITY

Per Chapter 9 of the Highway Safety Improvement Program, funds are eligible for projects that improve the safety of its users on any public road or publicly owned bicycle or pedestrian pathway or trail, or on tribal lands for general use of tribal members.

HSIP looks for safety projects that can be designed and constructed expeditiously and do not require significant acquisition of rights-of-way. Proposed projects should not require extensive environmental review and mitigation. Additional information on the HSIP project selection criteria can be accessed online:

- Benefit Cost Ratio Applications
<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/hsip/2020/hsipalyzerinstructions2020bcr.pdf>
- Funding Set-asides (Non-Benefit Cost Ratio Applications)
<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/hsip/2020/hsipalyzerinstructions2020sa.pdf>

HSIP project eligibility is subject to the California SHSP. The SHSP identifies statewide challenge areas that correspond to safety concerns at the statewide level and potential countermeasure to address them and determine HSIP project eligibility. SHSP's are developed in compliance with FHWA requirements. A list of eligible project types can be seen in the current HSIP Analyzer. More information can be accessed online at the Caltrans HSIP grant website:

<https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/apply-now>



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9.5.2. Caltrans Active Transportation Program (ATP)

Caltrans Active Transportation Program (ATP) is a statewide funding program, created in 2013, consolidating several federal and state programs. The ATP funds projects that encourage increased mode share for walking and bicycling, improve mobility and safety for non-motorized users, enhance public health, and decrease greenhouse gas emissions. Projects eligible for this funding include:

- Bicycle and pedestrian infrastructure projects
- Bicycle and pedestrian planning projects (e.g. safe routes to school)
- Non-infrastructure programs (education and enforcement)

This program funding is provided annually. The ATP call for projects typically comes out in the spring. Information on this program and cycles can be found online:

<http://www.dot.ca.gov/hq/LocalPrograms/atp>

9.5.3. State Transportation Improvement Program (STIP)

The State Transportation Improvement Program (STIP) provides state and federal gas tax money for improvements both on and off the state highway system. STIP programming occurs every two years. The programming cycle begins with the release of a proposed fund estimate, followed by California Transportation Commission (CTC) adoption of the fund estimate. The fund estimate serves to identify the amount of new funds available for the programming of transportation projects. Once the fund estimate is adopted, Caltrans and the regional planning agencies prepare transportation improvement plans for submittal. Caltrans prepares the Interregional Transportation Improvement Program (ITIP) using Interregional Improvement Program (IIP) funds, and regional agencies prepare Regional Transportation Improvement Programs (RTIPs) using Regional Improvement Program (RIP) funds. The STIP is then adopted by the CTC.

9.5.4. California Senate Bill 1 (SB 1)

SB 1 is a transportation investment to rebuild California by fixing neighborhood streets, freeways and bridges in communities across California and targeting funds toward transit and congested trade and commute corridor improvements.

California's state-maintained transportation infrastructure will receive roughly half of SB 1 revenue: \$26 billion. The other half will go to local roads, transit agencies and an expansion of the state's growing network of pedestrian and cycle routes. Each year, this new funding will be used to tackle deferred maintenance needs both on the state highway system and the local road system, including:

- Bike and Pedestrian Projects: \$100 million
 - This funding will go to cities, counties, and regional transportation agencies to build or convert more bike paths, crosswalks, and sidewalks. It is a significant increase in subsidy for these projects through the Active Transportation Program (ATP).
- Local Planning Grants: \$25 million

9.5.5. California Office of Traffic Safety (OTS) Grants

This program has funding for projects related to traffic safety, including transportation safety education and encouragement activities. Grants applications must be supported by local crash data (such as the data analyzed in this plan) and must relate to the following priority program areas:

- Alcohol Impaired Driving
- Distracted Driving
- Drug-Impaired Emergency Medical Services
- Motorcycle Safety
- Occupant Protection
- Pedestrian and Bicycle Safety
- Police Traffic Services
- Public Relations, Advertising, and Marketing Program
- Roadway Safety and Traffic Records





APPENDIX A

INTERSECTION NETWORK SCREENING RESULTS

Intersection	Crashes	Local CCR Differential ¹	EPDO ²	Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overtaken	Pedestrian	Bicycle	Aggressive	Impaired	Dark	Wet	Priority Location	KH Notes
Signalized Intersections																					
Great Mall Pkwy & Montague Expy	35	0.69	374	0	1	10	24	15	5	6	3	4	1	0	3	16	0	9	3	X	EPDO, Dark, 3 Bike
Great Mall Pkwy & Thompson St	23	0.28	182	0	0	9	14	14	3	6	0	0	0	0	0	14	2	4	2		
E Calaveras Blvd & N Milpitas Blvd	21	0.09	259	0	1	5	14	7	2	5	0	3	0	2	2	12	2	8	2	X	EPDO, Dark, Bike, Ped
W Calaveras Blvd & Serra Way	19	0.07	576	0	4	1	14	9	1	4	1	2	0	1	1	9	2	9	1	X	4 Severe, High EPDO, Dark
W Calaveras Blvd & S Abbott Ave	18	0.01	128	0	0	4	14	7	4	7	0	0	0	1	0	8	0	6	0		Rear Ends, BroadSides, Dark
E Calaveras Blvd & S Hillview Dr	17	0.13	136	0	0	7	10	4	1	6	2	0	0	1	3	7	2	3	3	X	Ped, 3 Bike
E Calaveras Blvd & N Abel St/Carlo St	16	0.03	221	0	1	2	13	5	1	7	1	0	0	2	0	6	2	4	2		
N Milpitas Blvd & N Abel St	14	-0.01	327	1	1	3	9	6	2	3	0	2	0	1	0	8	5	6	1	X	Fatal, Severe, Impaired
Dixon Landing Rd & Millmont Dr	13	0.04	98	0	0	4	9	5	1	5	1	1	0	0	0	7	2	4	2		
Dixon Landing Rd & N Milpitas Blvd	13	0.08	89	0	0	2	11	5	1	5	1	0	0	1	3	5	2	3	2	X	1 Ped, 3 Bike
Serra Way & S Abel St	13	0.25	107	0	0	6	7	8	1	2	0	1	0	0	0	8	1	3	0	X	Majority BroadSides
Mccarthy Blvd & Ranch Rd	12	-0.05	66	0	0	1	9	3	1	3	1	1	1	0	1	3	2	3	0		
W Calaveras Blvd & Ramp_108867	12	-0.02	196	0	1	2	9	4	1	7	0	0	0	0	1	10	0	2	0	X	1 Severe, Rear Ends
Great Mall Pkwy & S Abel St	12	-0.04	96	0	0	5	7	7	1	3	0	0	1	0	0	10	1	3	1		
Great Mall Pkwy & Mccandless Dr	12	0.00	92	0	0	4	8	4	0	3	4	1	0	0	0	2	3	3	1	X	4 Head On
S Main St & Montague Expy	11	0.03	86	0	0	4	7	2	0	8	0	0	0	0	0	7	2	3	3	X	
S Milpitas Blvd & Montague Expy	11	0.06	110	0	0	4	11	2	2	8	0	1	0	0	1	8	1	8	0		
Alder Dr & Tasman Dr	11	0.02	86	0	0	4	7	5	0	5	0	0	0	1	0	6	2	3	2		
S Main St & S Abel St	11	-0.01	199	0	1	4	6	1	0	0	4	4	1	0	0	5	7	10	2	X	Severe, Impaired, Dark, Head on, Hit Object
Calaveras Rd & S Park Victoria Dr	11	-0.08	81	0	0	3	8	4	1	5	0	0	0	1	0	5	1	2	1	X	Rear Ends
Pecten Ct & Montague Expy	9	-0.01	64	0	0	2	7	6	0	3	0	0	0	0	0	9	0	0	2		
Great Mall Pkwy & S Main St	9	-0.07	178	0	1	2	6	4	0	2	1	2	0	0	0	3	2	3	0		Severe
Escuela Pkwy & Jacklin Rd	9	0.07	169	0	1	0	8	1	4	2	1	1	0	0	0	4	2	3	1	X	Severe
Landess Ave & Dempsey Rd	9	0.13	64	0	0	2	7	5	0	2	0	1	0	1	0	8	0	2	0		
Mustang Dr/Center Pointe Dr & Great Mall Pkwy	8	0.00	67	0	0	4	4	4	0	2	0	1	0	0	0	4	1	1	0		
Technology Dr & McCarthy Blvd	7	0.02	57	0	0	3	4	3	0	1	2	0	0	1	0	4	1	6	0		
Weller Ln & N Abel St	7	0.01	170	0	1	3	3	2	2	1	0	1	0	2	1	3	0	0	0	X	2 Bike, Ped, Severe
Landess Ave & Morrill Ave	7	0.10	157	0	1	0	6	0	0	2	2	2	0	1	1	2	0	5	0		
Washington Dr & N Milpitas Blvd	6	-0.09	50	0	0	3	3	2	0	4	0	0	0	0	2	3	0	2	0	X	2 Ped
Jacklin Rd & Arizona Ave	6	0.04	50	0	0	3	3	3	1	0	1	1	0	1	1	2	1	2	1		
N Hillview Dr & Jacklin Rd	6	-0.02	50	0	0	3	3	1	1	3	0	0	0	0	1	4	1	1	1		
Mccarthy Blvd & E Tasman Dr	5	0.09	31	0	0	0	5	3	0	1	1	0	0	0	0	3	1	1	0		
Great Mall Dr_Spur_1 & S Main St	5	-0.10	40	0	0	2	3	1	0	2	1	1	0	0	0	1	2	1	2		
Jacklin Rd & N Park Victoria Dr	5	-0.13	49	0	0	4	1	3	1	0	1	0	0	0	2	2	1	0	0		2 Bike

Intersection	Crashes	Local CCR Differential ¹	EPDO ²	Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overtaken	Pedestrian	Bicycle	Aggressive	Impaired	Dark	Wet	Priority Location	KH Notes
Edsel Dr & S Park Victoria Dr	5	0.01	35	0	0	1	4	1	1	2	1	0	0	0	0	2	0	1	0		
Calaveras Rd & S Temple Dr	5	-0.08	44	0	0	3	2	1	0	1	1	0	0	2	0	0	0	4	2		Severe
Barber Ln & Mccarthy Blvd	4	-0.15	29	0	0	1	3	2	0	1	0	0	1	0	0	1	0	0	0		
Sunnyhills Ct & N Milpitas Blvd	4	0.00	143	1	0	1	2	1	0	2	0	0	0	1	0	3	1	1	1		Fatal
N Abel St & Marylinn Dr	4	-0.12	143	0	1	1	2	1	2	1	0	0	0	0	0	0	2	0	0		Severe
Serra Way & S Main St	4	-0.03	34	0	0	2	2	0	0	1	1	1	0	1	0	1	0	1	0		
Cedar Way & S Main St	4	-0.12	34	0	0	2	2	2	0	2	0	0	0	0	0	2	0	2	2		
S Main St & Mihalakis Dr	4	-0.13	34	0	0	2	2	0	0	2	0	1	0	1	0	2	0	2	1		
S Main St & Mihalakis Dr	4	-0.05	34	0	0	2	2	0	0	2	0	1	0	1	0	2	0	2	1		
Sumac Dr & Mccarthy Blvd	3	-0.17	141	0	1	2	0	2	0	1	0	0	0	0	0	1	0	0	0		
Redwood Ave & N Abel St	3	-0.15	18	0	0	0	3	0	1	1	1	0	0	0	0	2	0	0	0		
Junipero Dr & S Abel St	3	-0.14	137	0	1	1	1	1	1	1	0	0	0	0	0	2	0	0	1		
Corning Ave & S Abel St	3	-0.15	18	0	0	0	3	1	1	1	0	0	0	0	1	1	0	0	0		
W Curtis Ave & S Abel St	3	-0.01	18	0	0	0	3	2	0	0	0	1	0	0	0	0	0	0	0		
W Capitol Ave & S Abel St	3	0.03	28	0	0	2	1	2	0	0	0	1	0	0	1	2	0	1	0		
Los Coches St & S Milpitas Blvd	3	-0.14	18	0	0	0	3	2	0	0	0	1	0	0	0	0	0	3	1		
S Milpitas Blvd & E Capitol Ave	3	-0.15	23	0	0	1	2	1	1	1	0	0	0	0	0	1	0	1	0		
Garden St & S Milpitas Blvd	3	-0.14	18	0	0	0	3	2	0	1	0	0	0	0	0	1	0	0	1		
Yosemite Dr & Sinclair Frontage Rd_Frontage_1	3	-0.03	23	0	0	1	2	0	0	0	1	0	0	1	0	0	0	1	0		
Yosemite Dr & Dempsey Rd	3	-0.08	28	0	0	2	1	2	0	0	0	0	0	1	0	1	1	3	1		
Yosemite Dr & S Park Victoria Dr	3	-0.14	23	0	0	1	2	1	0	2	0	0	0	1	0	1	0	1	0		
Calaveras Rd & S Gadsden Dr	3	-0.14	28	0	0	2	1	1	1	0	0	0	0	1	1	0	0	1	1		
Big Basin Dr & S Park Victoria Dr	3	-0.15	23	0	0	1	2	1	0	1	0	1	0	0	0	0	1	2	0		
Landess Ave & Yellowstone Ave	3	-0.14	23	0	0	1	2	1	1	0	0	0	0	1	0	1	0	1	0		
Unsignalized Intersections																					
Butler St & W Calaveras Blvd	14	2.10	102	0	0	5	8	10	1	0	0	1	0	0	0	1	0	2	0	X	Broadside, CCR
Washington Dr & Arizona Ave	6	0.43	55	0	0	4	2	5	0	0	0	0	0	1	2	3	0	3	2	X	Broadside, 2 Bike, Ped, Dark
Jacklin Rd & Hamilton Ave	5	0.00	44	0	0	3	2	4	0	0	1	0	0	0	0	0	0	0	0		
Montague Exwy & Piper Dr	5	-0.01	40	0	0	2	3	0	2	3	0	0	0	0	1	2	0	0	0		
Calaveras Rd & Downing Rd	4	0.08	34	0	0	2	2	1	0	0	1	0	1	0	1	2	1	0	0		
Mccarthy Blvd & Murphy Ranch Rd	4	0.04	214	0	1	1	2	2	1	0	0	0	0	0	0	0	0	2	1		Severe
Corning Ave & S Main St	4	0.11	29	0	0	1	3	1	0	2	0	0	0	0	0	2	1	1	0		
Altamont Dr & Escuela Pkwy	4	0.17	43	0	0	4	0	1	0	1	1	0	0	0	3	1	0	0	0	X	3 Bike
Montague Expy & Trade Zone Blvd/Mccandless Dr	4	-0.04	29	0	0	1	3	2	1	1	0	0	0	0	0	1	0	1	0		
E Calaveras Blvd & Dempsey Way	4	-0.03	29	0	0	1	3	1	0	3	0	0	0	0	1	2	0	0	0		Fatal

Intersection	Crashes	Local CCR Differential ¹	EPDO ²	Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overturned	Pedestrian	Bicycle	Aggressive	Impaired	Dark	Wet	Priority Location	KH Notes
Edsel Dr & S Temple Dr	4	0.75	38	0	0	3	1	1	1	0	0	0	0	1	0	3	0	1	0		
Calaveras Rd & Evans Rd	4	0.00	34	0	0	2	2	3	1	0	0	0	0	0	2	0	0	1	1	X	2 Bike
Landess Ave & Piedmont Rd	4	-0.01	209	1	0	0	3	1	0	1	0	0	0	1	0	1	2	2	1		Fatal
Heath St & S Abbott Ave	3	0.03	23	0	0	1	2	1	0	1	0	0	0	1	0	1	1	1	0		
Dixon Rd & Arizona Ave	3	-0.03	23	0	0	1	2	2	0	0	0	0	0	0	1	0	0	1	1		
Yosemite Dr & S Hillview Dr	3	0.15	18	0	0	0	3	2	1	0	0	0	0	0	1	0	0	0	1		
Country Club Dr & N Park Victoria Dr	3	0.04	32	0	0	3	0	2	0	0	0	1	0	0	1	1	0	0	0		
Kennedy Dr & N Park Victoria Dr	3	0.02	208	1	0	1	1	1	0	0	0	0	0	0	2	3	0	0	0	X	Fatal, 2 Bike
Edsel Dr & Dempsey Rd	3	0.25	12	0	0	0	2	2	0	0	0	0	0	0	0	1	0	0	1		
Dempsey Rd & S Park Victoria Dr	3	0.02	18	0	0	0	3	2	0	1	0	0	0	0	0	2	0	0	0		
Canton Dr & S Park Victoria Dr	3	0.04	28	0	0	2	1	1	0	0	2	0	0	1	0	2	0	1	0		
Calaveras Rd & Downing Rd	3	-0.01	23	0	0	1	2	1	0	0	0	0	1	0	1	2	0	0	0		
1. Local Critical Crash Rate Differential																					
2. Equivalent Property Damage Only Crashes																					



APPENDIX B

SEGMENT NETWORK SCREENING RESULTS

Facility	Cross Street 1	Cross Street 2	Crashes	Local CCR Differential ¹	EPDO ²	Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	Broadside	Sideswipe	Rear End	Head On	Hit Object	Overturned	Pedestrian	Bicycle	Aggressive	Impaired	Dark	Wet	Priority Locations	KH Notes
Principal Arterial																							
E Calaveras Blvd	N Milpitas Blvd	S Hillview Dr	14	0.31	113	0	0	6	8	3	0	7	0	0	0	1	3	9	2	3	2	X	Can combine segments into one corridor
E Calaveras Blvd	N Abel St	N Milpitas Blvd	9	0.04	232	0	1	4	4	0	0	6	0	1	0	1	0	7	1	1	0	X	Can combine segments into one corridor
E Calaveras Blvd	S Hillview Dr	Dempsey Rd	3	0.00	18	0	0	0	3	0	1	1	0	1	0	0	0	2	0	1	1		
N Milpitas Blvd	Beresford Ct	E Calaveras Blvd	3	0.40	23	0	0	1	2	0	0	0	0	1	0	0	2	0	0	0	0		
Minor Arterial																							
Dixon Landing Rd	California Cir	Milmont Dr	6	0.29	50	0	0	3	3	3	0	2	0	0	0	0	1	2	0	0	1		
Great Mall Pkwy	Abel St	Thompson St	4	0.11	29	0	0	1	3	0	1	1	0	1	1	0	0	2	0	1	1		
Calaveras Rd	Evans Rd/Piedmont Rd	Vista Ridge Dr	4	0.05	197	0	1	3	0	0	1	0	1	1	0	1	0	1	1	1	0		
Dixon Landing Rd	Milmont Dr	Village Pkwy	3	0.11	28	0	0	2	1	1	0	1	0	0	0	0	1	1	0	2	0		
Major Collector																							
S Main St	W Curtis Ave	Corning Ave	8	0.71	540	1	2	3	2	0	1	4	0	1	0	2	0	3	2	1	0	X	Fatal, Severe Injuries
Local Roads																							
N McCarthy Blvd	Dixon Landing Rd	Sprig Center Dwy	6	0.09	355	0	2	0	4	1	0	0	0	4	1	0	0	4	1	4	2	X	Severe Injuries
Ranch Dr	McCarthy Blvd	McCarthy Ranch Shopping Center Dwy	5	5.17	40	0	0	2	3	4	0	0	0	0	0	0	1	0	0	2	0		
N McCarthy Blvd	Ranch Dr	Sprig Center Dwy	4	-0.12	188	0	1	1	2	0	0	0	2	0	0	1	1	1	1	1	1		
Barber Ln	Bellew Dr	Alder Dr	3	3.50	28	0	0	2	1	1	0	0	0	0	0	1	0	0	0	0	0	X	High CCR Value
N McCarthy Blvd	N Ranch Dr	S Ranch Dr	3	-0.07	28	0	0	2	1	1	1	0	0	0	1	0	0	0	0	0	0		
1. Local Critical Crash Rate Differential																							
2. Equivalent Property Damage Only Crashes																							



APPENDIX C

SURVEY COMMENTS

APPENDIX C – SURVEY COMMENTS

What traffic safety challenge(s) do you experience at this location? (Other Answers)

1. Yield signal .. nobody yields to oncoming vehicle
2. Limited parking during school drop off and pick up
3. Cars doing donuts
4. Medians at Serra and Calaveras also do not have ramps. Hard for wheel chair or stroller
5. Way too many things to fix about Calaveras. Not sure if this is City of Caltrans jurisdiction since it is technically 237, but so many things need to be changed to make this more accessible for all forms of transportation.

Is there anything else related to this survey you would like to share?

1. Cars turning left onto S Milpitas Blvd from Los Coches never yield to oncoming vehicles. As there are more homes in this area now, I request that the yield light changed to the one with left arrows.
2. Would be really grateful if residents park their vehicles in their garage or driveway during school drop off and dismissal hours, as it gets very hard to find parking.
3. Lots of potholes here
4. Wouldn't feel safe to bike here.
5. Cars do donuts in the intersection.
6. Unrecognized people living in the cars and is not safe for anyone who walks from bus stop to the signal. Area is very sketchy and very dirty.
7. Homeless people living in junk cars unsafe for pedestrians.
8. Very curvy and narrow road and hard to see signal. Dangerous area
9. Neighbourhood looks very unsafe. Houses are not well maintained.
10. Narrow road and traffic congestion. When school finished construction this area will be challenging for cars to cross the roads
11. This area needs to be preplanned to avoid huge traffic before school starts to run.
12. New lane needs to be added for people going to ocean supermarket traffic slows down when people abruptly take right turn to shop at ocean supermarket.
13. High traffic area needs attention in adding new lanes before things get worse.
14. Signal mal function takes long time to turn green.
15. New lane needs to be added due to traffic congestion. Lot of traffic and no place to park during school timings.
16. Unsafe sidewalk. Sketchy area to walk on the side way. Not safe for pedestrians. Poor road sight and low light area.
17. Bad neighborhood junk car parking.
18. Narrow road and high traffic.
19. I other used people selling stuff on road drivers get distracted.
20. High traffic zone city of Milpitas residents need road expansion on east Calavares Blvd. because everyone wants to go to 237 via east Calavares road. Sit to population increase road expansion is vital for city developments.
21. People drive very fast on S Park Victoria since it's a wide 4-lane street. But this is actually a residential neighborhood with elementary school. Some traffic calming measures should be placed here.



CITYWIDE TRAVEL SAFETY PLAN

22. Many people do not come to a complete stop.
23. Speeding cars near school
24. Cars fail to yield to pedestrians.
25. Long trains cause traffic during commute hours
26. Most drivers don't come to a complete stop.
27. Failure to yield to pedestrians.
28. Pedestrians cross in the middle when leaving or going to the bus.
29. Lights along parallel to the train are consistently poor and cause traffic build-ups during peak commuting times.
30. Vehicle speeding in the residential area.
31. With no barrier for bike lane, I do not feel safe riding a bike as drivers aren't paying attention.
32. Need speed bump.
33. Road is starting to show signs of wear, including parts where the pavement is sinking and cracking.
34. Intersection is dangerous for pedestrians to cross the streets.
35. Constantly people running a red light at the intersection of Milpitas BLVD and 237
36. Speeding around the corner on Sin Clair Frontage
37. Required Ped crossing marks.
38. School Areas: mostly driver do not stop.
39. Many pedestrians jay walk from 7-11 to apartments regardless of oncoming traffic
40. "People who are too impatient to wait in the middle lane will often use the right turn only lane to go straight and cut over to the 680 N ramp. I've been almost hit many times.
41. Please enforce the turn only restriction better or change the intersection.
42. Speed bumps, Edsel Drive, to slow down traffic from Roswell to Carnegie. Narrow lanes with cars parked and pedestrian crossing mid-block are in peril to these driver's speed.
43. Very unsafe for pedestrians to cross near this intersection. Needs a stop sign.
44. Cars slow down due to turns near ocean supermarket. Needs a new lane to avoid accidents.
45. Lot of traffic congestion due to fewer lanes
46. Poor signal timing to turn left. Long wait times.
47. If no new lanes will be added people will move out of this place due to high signal wait times
48. Narrow curved road extremely dangerous and high traffic area. City needs to consider this area seriously before doing any economic activities to attract business and retail stores.
49. The unprotected bike lane here is really dangerous with the pull-in for the great mall. Cars regularly go by at 50+ MPH and swerve around cyclists- each one passing with only a few feet to spare.
50. Very long walk across Great Mall Parkway. Drivers often make rolling stops with pedestrians in the crosswalk. Even the 40-second pedestrian timer can feel short.
51. People regularly jaywalk across all 10 lanes of Montague to get between the Great Mall and the bus/BART station. Both the crosswalk at Capitol and pedestrian bridge at the Edge are inconveniently far away
52. Lots of people exiting the great mall turn left from great mall onto Montague heading towards 680, which creates a backup. People often run yellow or red lights aggressively because they have to wait 2-3 cycles to make it, even with 2 turning lanes.
53. Drivers turning right onto Great Mall from the southbound Montague expressway don't see pedestrians crossing because they are looking left for oncoming traffic and have a pocket turn lane. I've seen a fair number of near-misses because of the high speeds coming off of Montague and the generous turn lane.



CITYWIDE TRAVEL SAFETY PLAN

54. Crossing Montague and S. Milpitas in any direction takes a long time, and the little concrete porkchops feel like scant protection from the 50+MPH traffic passing by. The unprotected bike lanes are a joke when cars are going that fast- especially when they have to cross over for right turns.
55. Southbound cars on South Milpitas often don't notice the stoplight here and sideswipe northbound cars turning left onto Garden Street, or eastbound cars on Garden Street who are trying to turn right.
56. Traffic blocking the other cars from going through.
57. Streets are very wide making it easy for drivers to speed at an unsafe rate way past speed limit.
58. Parking on school side of street shouldn't be allowed during drop-off and pick up time so cars going into school can stay near sidewalk and allow through traffic to continue.
59. Drivers fail to stop often at this 4-way stop.
60. Needs a crossing guard during school hours.
61. Crosswalk going from shopping center parking lot to Calaveras crosswalks at Serra is very dangerous. Cars going from Calaveras to Serra take the exit at high speed and do not stop for pedestrians trying to access Calaveras crosswalks.
62. Crosswalk from shopping center to Calaveras crosswalks is very dangerous. Cars exiting to Serra do not stop for pedestrians. Speed bump, lower speed right turns to Serra, or flashing pedestrian signal could help.
63. Crossing Calaveras as a pedestrian can take up to 4 crosswalks and a lot of time. There should be two crosswalks across Calaveras at Serra instead of just one. Especially since there is an elementary school on the north side of Calaveras with many students attending from the south side.
64. There should be crosswalks for pedestrians at Abbott and Calaveras. Walking to 880 or Serra to cross with a pedestrian signal takes a very long time.
65. Abel between Calaveras and Corning should have bike lanes.
66. Crosswalk from shopping center parking lot to Calaveras Blvd. is dangerous. Visibility is low, and cars do not stop for pedestrians because of high rate of speed for traffic. Consider speed bump, flashing pedestrian signal, or slower right turn from Calaveras to Serra instead - especially since elementary on N. side of Calaveras has many students living on S. side of the street.
67. Road is crumbling all along Main Street
68. Yellow light for cars on Main Street is too short. You can enter the intersection on green and not get through before it turns red.
69. Lots of red-light runners on right turn on red.
70. 4-way stop desperately needed at this intersection. All turns from Newbury onto McCandless are severely occluded by roadside parked vehicles and median landscaping. Drivers on McCandless regularly speed well in excess of posted limits.
71. Dangerous pedestrian crossing. Design speed on this section of road very high (50mph with limited visibility due to curve) and entitled motorists. Encourage to install protected pedestrian crossing with traffic lights and request button.
72. Dangerous pedestrian crossing despite dedicated traffic light.
73. 4-way stop needed at McCandless & Newbury intersection. Turns onto McCandless from Newbury are severely occluded by roadside parked vehicles and median bushes. Vehicles regularly speed well in excess of posted limits through this intersection.
74. How does one of the main streets into the city (Calaveras) NOT have bike lanes and a sidewalk on only one side. We need to encourage other forms of transportation OUTSIDE of cars.
75. Cars park so close to the school crossing, that children and other pedestrians approaching the school crossing are not seen until it is too late. My child and I have almost been hit several times on the way to school by car is not seeing us until they have blown through the crosswalk.



CITYWIDE TRAVEL SAFETY PLAN

- 76. There is a box truck that keeps parking on this corner, impeding view of oncoming traffic coming down Arizona and site of pedestrians who may be looking to cross, as they are not visible, until the driver starts to make the turn.
- 77. Despite a clearly marked loading/fire lane, parents continue to park their cars and walk away impeding traffic flow, and causing a safety issue as some cars are driving around parked cars, while children and their parents are crossing the parking lot to get to the sidewalk on Boulder Ave. In addition, many people park in the fire lane on boulder which impedes visibility for traffic trying to leave the parking lot. Thus, putting both drivers and pedestrians at risk.
- 78. Non-ADA compliant corner. No curb ramp for people using wheelchairs on one corner here. It has been this way since I can recall as an elementary school student.
- 79. Homeless people in the cars very sketchy area to walk here.
- 80. People taking right turn to ocean supermarket and causing accidents.
- 81. Why two back-to-back signals?
- 82. Gaps of pedestrian sidewalks along S Milpitas Blvd



APPENDIX D

CITY OF MILPITAS ENGINEERING COUNTERMEASURE TOOLBOX

City of Milpitas

ROADWAY SAFETY ENGINEERING COUNTERMEASURE TOOLBOX



Presented by

Kimley»Horn

Expect More. Experience Better.



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ENGINEERING COUNTERMEASURE TOOLBOX

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SIGNALIZED INTERSECTION ENGINEERING SAFETY COUNTERMEASURE	Crash Types Addressed							
								
	Rear-Ends	Broadside	Sideswipes	Head-Ons	Hit Object	Dark	Bike+Ped	Emergency Vehicles
Install/Upgrade Intersection Lighting	✓		✓		✓	✓	✓	
Install Retroreflective Backplates	✓					✓	✓	
Provide Protected Left-Turn Phase		✓	✓	✓				
Improve Signal Timing	✓	✓					✓	✓
Raised Pavement Markers			✓	✓				
Flashing Warning Beacons	✓					✓		
Improve Pavement Friction (High Friction Surface Treatments)	✓		✓		✓			
Install Left-Turn or Right-Turn Lane	✓	✓	✓					
Replace Roadside Pole Mounted Signal Heads with Overhead Signal Heads	✓	✓						
Install Emergency Vehicle Preemption								✓
Install Raised Median								
Pedestrian Scramble							✓	
Advanced Stop Bar							✓	
Leading Pedestrian Interval (LPI)							✓	
Pedestrian Median Fencing							✓	
Install Pedestrian Countdown Heads							✓	
Close Slip Lane							✓	

ENGINEERING COUNTERMEASURE TOOLBOX

NON-SIGNALIZED INTERSECTION ENGINEERING SAFETY COUNTERMEASURE	Crash Types Addressed							
								
	Rear-Ends	Broadside	Sideswipes	Head-Ons	Hit Object	Dark	Bike+Ped	Emergency Vehicles
Install/Upgrade Intersection Lighting	✓		✓		✓	✓	✓	
Install Improved Signage and/or Reflective Strips	✓	✓				✓		
Install Stop Signs with Flashing LEDs	✓	✓				✓	✓	
Flashing Warning Beacons	✓	✓				✓	✓	
Install Transverse Rumble Strips on Approaches	✓	✓						
Convert 2-way Stop or Yield Control to All-Way Stop	✓	✓					✓	
Install Traffic Signal		✓		✓		✓	✓	
Upgrade Intersection Pavement Markings	✓		✓	✓		✓		
Install Splitter Island on Minor Road Approaches		✓		✓				
Create Directional Median Openings to Allow (and restrict) Left-Turns and U-Turns	✓	✓	✓	✓				
Install Marked Pedestrian Crossing at Uncontrolled Location							✓	
Install Pedestrian Refuge Island							✓	
Install Rectangular Rapid Flashing Beacon (RRFB)							✓	
Improve Sight Distance at Intersection		✓						
Install Right or Left Turn Lanes	✓	✓	✓					
Install Raised Median		✓	✓	✓				

ROADWAY SEGMENT ENGINEERING SAFETY COUNTERMEASURE	Crash Types Addressed							
								
	Rear-Ends	Broadside	Sideswipes	Head-Ons	Hit Object	Dark	Bike+Ped	Emergency Vehicles
Install/Upgrade Roadway Lighting	✓	✓	✓	✓	✓	✓	✓	
Install Median Barrier				✓				
Install Curve Advanced Warning Signs			✓	✓	✓	✓		
Install Delineators, Reflectors or Object Markers			✓		✓	✓		
Install a Two-Way Left-Turn Lane	✓							
Road Diet							✓	
Upgrade Signs with Fluorescent Sheeting			✓	✓	✓	✓		
Install Edgelines and Centerlines			✓	✓	✓	✓		
Install Rumble Strips			✓	✓	✓			
Install Dynamic/Variable Speed Warning Sign	✓	✓	✓	✓	✓	✓		
Improve Pavement Friction (High Friction Surface Treatments)			✓	✓	✓			
Install Acceleration/Deceleration Lanes	✓	✓	✓					
Install Chevron Signs on Horizontal Curves					✓	✓		
Install Bike Lanes							✓	
Install Separated Bike Lanes							✓	
Install Additional Signage to Pedestrian Crossing							✓	
Install Raised Pedestrian Crossing							✓	
Install Rectangular Rapid Flashing Beacon							✓	

Install/Upgrade Intersection Lighting

Installing intersection safety lighting (new or upgraded) is a proven safety countermeasure which can prevent crashes occurring at night. Drivers are made more aware of their surroundings and of the presence of the intersection, roadway conditions, and other vehicles or active transportation users during nighttime conditions. This countermeasure is applicable at signalized intersections without lighting or with insufficient lighting, where crashes are known to be occurring at night. Providing adequate safety lighting should be considered as a preventative measure to reduce the likelihood of nighttime crashes at intersections.

Relevant Design Guides: *Illuminating Engineering Society of North America RP-8-21: Design of Roadway Facility Lighting*; *Caltrans Roadway Lighting Manual* (July 27, 2021).

➤ **CRF:** 40% (applies to nighttime crashes)

➤ **Cost:** \$\$

➤ **Expected Life:** 20 yrs

➤ **Crash Types:** Rear-Ends, Sideswipes, Hit Objects, Bike+Ped, Dark

**IMPLEMENTATION CONSIDERATIONS:**

- Signalized intersections should have at least one luminaire per corner. Photometric analysis is recommended to confirm number and location of luminaires needed to achieve minimum light levels.
- Intersections where existing light levels do not meet recommended standards, see Table 12-1 in RP-8-21, Table D in Caltrans Roadway Lighting Manual

Install Reflective Backplates

Installation of traffic signal head backplates with yellow retroreflective borders provides enhanced signal head visibility. While this countermeasure is applicable to all drivers, backplates with retroreflective borders are particularly useful for preventing crashes involving aging drivers, impaired drivers, or crashes occurring at night. This can be achieved either by applying retroreflective tape to the existing backplates or mounting new reflective backplates. This countermeasure can be effectively implemented on a systemic level at signalized intersections.

Guiding Documents: *Intersection Proven Safety Countermeasure: Technical Summary: Backplates with Retroreflective Borders FHWA*.

➤ **CRF:** 15%

➤ **Cost:** \$

➤ **Expected Life:** 10 yrs

➤ **Crash Types:** Rear-Ends, Bike+Ped, Dark

**IMPLEMENTATION CONSIDERATIONS:**

- Signalized intersections with a pattern of nighttime or rear-end crashes
- Prioritize intersections with higher crash rates/EPDO
- Install reflective backplates when retrofitting or replacing existing signals
- Locations where drivers experience glare at sunset/sunrise
- Traffic signals without battery backup units

ENGINEERING COUNTERMEASURE TOOLBOX

Provide Protected Left-Turn Phase



Protected left-turn phases are demonstrated to reduce the frequency of broadside crashes by reducing conflicts between turning vehicles and oncoming traffic. This countermeasure is applicable especially at intersections with higher vehicle volumes and/or approach speeds, and is most effectively used in tandem with a dedicated left-turn lane.

Guiding Documents: *Manual on Uniform Traffic Control Devices, Chapter 4D, Caltrans Traffic Signal Operations Manual (January 31, 2020), FHWA, Signalized Intersections Informational Guide (July, 2013).*

- **CRF:** 30%
- **Cost:** \$\$
- **Expected Life:** 30 yrs
- **Crash Types:** BroadSides, Head-Ons, Sideswipes



IMPLEMENTATION CONSIDERATIONS:

- ▲ Left turn volume exceeds 240 vehicles per hour
- ▲ Daily left turn volume multiplied by the opposing through movement volume exceeds 50,000 (for one opposing through lane), 90,000 (for two opposing through lanes), or 110,000 (for any number of opposing through lanes)
- ▲ Left turn lanes exceeds one lane

Improve Signal Timing



Signal timing improvements can reduce the frequency of crashes at signalized intersections. Improvements include coordinating traffic signals, extending red and yellow clearance intervals, or adding phases. For example, coordinating traffic signals that are closely spaced together has been proven to improve traffic flow and progression while reducing the number of rear-end crashes occurring at the intersection.

Guiding Documents: *California Manual on Uniform Traffic Control Devices, Chapter 4; Caltrans Traffic Signal Operations Manual (January 31, 2020), FHWA Traffic Signal Timing Manual.*

- **CRF:** 15%
- **Cost:** \$
- **Expected Life:** 10 yrs
- **Crash Types:** BroadSides, Head-Ons, Rear-Ends, Bikes+Peds



IMPLEMENTATION CONSIDERATIONS:

- ▲ Signals should generally be coordinated along corridors with closely spaced traffic signals with volumes of 300 veh/hr/lane or higher
- ▲ Review and update timing every 3-5 years, or more regularly if there is significant changes to traffic patterns
- ▲ Review clearance intervals at locations with regular crashes or changes to roadway speeds

Raised Pavement Markers

Raised pavement markers increase lane visibility and create an audible rumble when driven over by vehicle tires to alert drivers. Enhanced striping can guide drivers through intersections and are effective at intersections with dual left-turn lanes or offset lanes. Examples include cat-track striping, line extensions, bottle dots, and raised reflective markers. These enhanced striping features can reduce the frequency of lane departure crashes (such as sideswipes and head-ons).

Guiding Documents: *California Manual on Uniform Traffic Control Devices, Chapter 3B*

CRF: 10%

- **Cost:** \$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Head-Ons, Sideswipes

**IMPLEMENTATION CONSIDERATIONS:**

- ▲ Best applied systemically as part of pavement resurfacing or striping programs
- ▲ Intersections with crash trends related to lane departure (sideswipes, head-ons, broadsides)
- ▲ Intersections with offset lanes, dual left-turn lanes, or other lane geometry that may result in driver confusion

Flashing Beacons

Flashing beacons installed in tandem with warning signage are proven to raise driver awareness that they are approaching a traffic signal. They are especially effective in situations where direct line of sight is limited, such as at horizontal curves or when a fixed object obscures view of the intersection. In the situation where traffic queues extend beyond the intersection and contribute to rear-end crashes, LED flashing beacons raise driver awareness of the approaching traffic signal and that they should expect potential traffic queues. The CAMUTCD provides guidance on considerations for intersection control LED flashing beacons.

Guiding Documents: *California Manual on Uniform Traffic Control Devices, Chapter 4L.*

- **CRF:** 30%
- **Cost:** \$\$
- **Expected Life:** 10 yrs
- **Crash Types:** Rear-Ends, Dark

**IMPLEMENTATION CONSIDERATIONS:**

- ▲ Poor visibility of the intersection (sharp curves, sight obstructions, fog, etc)
- ▲ Crash history due to non-compliance or lack of awareness of the signal
- ▲ Locations with inadequate sight distance
- ▲ Locations with high rate of driver non-compliance of traffic control device

Improve Pavement Friction (High Friction Surface Treatments)



This countermeasure is applicable at intersections where skidding or failure to stop is contributing to crashes and sharp curves where vehicles may break excessively. Over time, the pavement surface around horizontal curves may wear down and contribute to vehicles losing control when turning abruptly or braking excessively. Increasing the pavement friction enables cars to have more traction with the road and safely maneuver through a turning movement or decelerate.

Guiding Documents: *Federal Highway Administration, High Friction Surface Treatments.*

- **CRF:** 55%
- **Cost:** \$\$
- **Expected Life:** 10 yrs
- **Crash Types:** Hit Object, Rear-Ends, Sideswipes



IMPLEMENTATION CONSIDERATIONS:

Applicable at spot locations such as:

- ▲ Interchange ramps
- ▲ High volume intersection approaches
- ▲ Segments of steep grade
- ▲ Two-lane urban or rural horizontal curves

Install Left-Turn or Right Turn Lane



This countermeasure is recommended at intersections where the major road approach does not have a left or right turn lane, and which are experiencing a high number of broadside or rear-end crashes. Providing a dedicated left-turn lane improves traffic flow and reduces the potential for rear-end crashes by providing a dedicated space for left-turn vehicles to decelerate and wait to turn left while outside of the through lane. Dedicated left and right turn lanes are recommended at signalized intersection approaches where turning volumes warrant consideration and there is adequate right-of-way.

Guiding Documents: *See attachments for Warrants.*

- **CRF:** 55%
- **Cost:** \$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Rear-Ends, Broadside, Sideswipes



IMPLEMENTATION CONSIDERATIONS:

- ▲ Left turn volume, opposing volume, and advancing volume meet the left turn lane warrants based on design speed of roadway (see Attachments for Left turn warrants)
- ▲ Right turn and advancing volumes meet the right turn lane warrants based on design speed of roadway (see Attachments for warrants)

Replace Pedestal Mounted Signal Heads with Mast Arms



This countermeasure is applicable at signalized intersections with exclusive pedestal mounted traffic signals. Mast-arm mounted signal heads located overhead are standard design features per the CAMUTCD. They are more perceptible by approaching drivers and can reduce the frequency and severity of rear-end crashes related to poor visibility and broadside crashes due to late entries into the intersection during the yellow interval and red interval violations.

Guiding Documents: *California Manual on Uniform Traffic Control Devices, Chapter 4D: Caltrans Electrical Systems Design Manual.*

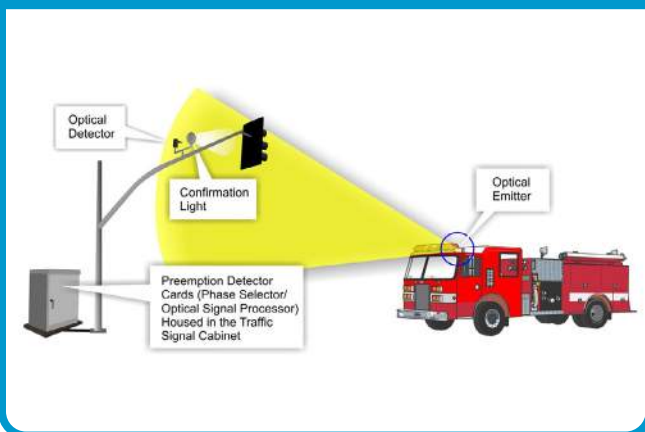
- **CRF:** 30%
- **Cost:** \$\$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Rear-Ends, BroadSides



IMPLEMENTATION CONSIDERATIONS:

- ▲ Install at all signalized intersection approaches
- ▲ Refer to MTUCD Table 4D-1 for recommended number of signal faces along roadway with posted speeds of 45 mph or greater

Install Emergency Vehicle Preemption



Emergency vehicle pre-emption systems communicate with the traffic signal controller to terminate conflicting traffic phases and movements so that emergency vehicles can safely and efficiently progress through the intersection. These systems are recommended at all traffic signals on arterials and collectors for enhanced emergency response and traffic safety at signalized intersections.

Guiding Documents: *Federal Highway Administration.*

- **CRF:** 70%
- **Cost:** \$\$
- **Expected Life:** 10 yrs
- **Crash Types:** Emergency Vehicles



IMPLEMENTATION CONSIDERATIONS:

- ▲ At intersections where traffic may delay the routes of emergency vehicles to a scene
- ▲ At key routes used by emergency responders such as major corridors and locations in close proximity to fire stations and hospitals

Install Raised Median



Installing raised medians at intersection approaches is proven to reduce the frequency of head-on crashes by providing an extra buffer between queued vehicles and turning vehicles. Raised medians can also provide space for pedestrian refuge islands or improved street lighting, both discussed further in this document. Raised medians provide enhanced access control and reduce broadside crashes related to proximate driveways.

Guiding Documents: *Safety Benefits of Raised Medians and Pedestrian Refuge Areas, FHWA, 2013.*

- **CRF:** 10%
- **Cost:** \$\$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Broadside, Head-Ons, Sideswipes



IMPLEMENTATION CONSIDERATIONS:

- ▲ At intersections with two or more through lanes to separate opposing streams of traffic and restrict turning movements
- ▲ In areas with mixtures of significant pedestrian and vehicle traffic (more than 12,000 ADT) and speeds above 30 MPH.
- ▲ Continuous raised medians are not always appropriate as they can contribute to increased vehicle speeds by increasing driver perception of safety.

Pedestrian Scramble



A pedestrian scramble is a signal phasing strategy deployed at a traffic signal where all vehicular traffic is stopped, allowing pedestrians and bikes to cross in any direction. This countermeasure is most effectively applied at locations with very high pedestrian volumes, such as downtown, business districts, adjacent to schools and other high pedestrian traffic generating land uses, high crossing demand for diagonal movements, and frequent pedestrian and vehicle conflicts.

Guiding Documents: *California Manual on Uniform Traffic Control Devices, Chapter 4.*

- **CRF:** 40%
- **Cost:** \$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Bike+Ped



IMPLEMENTATION CONSIDERATIONS:

- ▲ At locations with high volumes of pedestrians and bicycles particularly during peak hours such as downtown
- ▲ Consider the overall operational impact, particularly if the intersection and adjacent intersections are operating close to or at capacity

Advanced Stop Bar

Advanced stop bars are applicable at signalized intersections with crosswalks, and are recommended at locations with higher pedestrian volumes. Vehicles are required to stop at the stop bar, providing a buffer between vehicles and pedestrians.

Guiding Documents: *USDOT, Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations, July 2018.*

- **CRF:** 15%
- **Cost:** \$
- **Expected Life:** 10 yrs
- **Crash Types:** Bike+Ped

**IMPLEMENTATION CONSIDERATIONS:**

Advanced stop bars are recommended on roads with

- ▲ Four or more lanes
- ▲ Three lane roads with
 - ↳ AADT > 15,000
 - ↳ AADT between 9,000 and 15,000 and posted speed of greater than 30 mph

- ▲ Advanced stop bars may also be considered on roads with posted speeds of 30 mph or less, with AADT < 15,000
- ▲ Advanced stop bars can be installed as part of the regular resurfacing /restriping efforts

Implement Leading Pedestrian Interval (LPI)

This signal timing strategy provides pedestrians with a 3-5 second head start to cross the road, enhancing their visibility and reinforcing pedestrian right of way. Drivers are more likely to see and yield to pedestrians already in the crosswalk than pedestrians that are looking to begin crossing. LPIs can be implemented at locations with higher pedestrian volumes, crash history, vulnerable populations, and limited intersection visibility.

Implementation Guide: *FHWA, Leading Pedestrian Interval (LPI) Safe Transportation For Every Pedestrian Countermeasure Tech Sheet; California Manual on Uniform Traffic Control Devices, Chapter 4E.06; Caltrans Traffic Safety Bulletin 21-01: Leading Pedestrian Interval Implementation Guidelines.*

- **CRF:** 60%
- **Cost:** \$
- **Expected Life:** 10 yrs
- **Crash Types:** Bike+Ped

**IMPLEMENTATION CONSIDERATIONS:**

- ▲ Intersections with high pedestrian volumes and heavy conflicting vehicular turning volumes
- ▲ Intersections with school-aged children or elderly

- ▲ Limited or restricted crosswalk visibility (geometry, stopped vehicles, vegetation, streetside features)
- ▲ Locations with multiple crashes or a history of severe injury/fatal crashes over the last 3 years

Pedestrian Median Fencing



Pedestrian median fencing is applicable at locations where there is a history of pedestrian jaywalking. Median fencing on the intersection approaches is a proven strategy to encourage pedestrians to cross at the designated marked crossings by providing a raised barrier to discourage jaywalking at undesirable and unsafe locations.

Implementation Guide: *Caltrans Highway Design Manual, Chapter 700.*

- **CRF:** 35%
- **Cost:** \$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Bike+Ped



IMPLEMENTATION CONSIDERATIONS:

- ▲ Consider the number of jaywalking pedestrians per day or during peak hours, especially school age children
- ▲ Intersections with raised medians on the approaches

Install Pedestrian Countdown Heads



Pedestrian countdown heads are recommended at all signalized intersections. These signal heads are standard design features which display how much time pedestrians have remaining to cross the road, enabling pedestrians to make informed decisions about if they should cross the road and signaling to drivers that pedestrians have the right of way.

Implementation Guide: *California Manual on Uniform Traffic Control Devices, Chapter 4E.07; SRTS Guide, Traffic Signals.*

- **CRF:** 25%
- **Cost:** \$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Bike+Ped



IMPLEMENTATION CONSIDERATIONS:

- ▲ Install at new signals (and modified) with pedestrian phases

Close Slip Lane**IMPLEMENTATION CONSIDERATIONS:**

- ▲ Locations with slip lanes where bike/pedestrian crashes are occurring are candidate locations
- ▲ A traffic study should be conducted to estimate the impact of removing the slip lane
- ▲ It is generally not recommended to remove slip lanes connected to highway ramps as there is potential for rear-end crashes if the vehicle queue extends onto the highway

Slip lanes (or channelized right turns) are intended to improve traffic flow by reducing delay for vehicles making right turns. However, slip lanes can lead to conflicts between cars and pedestrians as vehicles are able to turn right without stopping, and minimal reduction in speed, depending on the circumstance. In order to improve pedestrian safety and reinforce pedestrian right of way, some agencies support closing channelized right turn lanes. The CMF Clearinghouse does not yet include a crash reduction factor for this countermeasure.

In order to improve pedestrian and bicycle safety and reinforce active transportation right of way, agencies and associations like NACTO support removing slip lanes and tightening up the intersection by reducing curb radii to slow vehicles turning across cycle and pedestrian paths. For added safety, intersections with slip lanes and bike lanes can be reconfigured as protected intersections to provide raised separation between vehicles and bicycles and reduce pedestrian crosswalk lengths. Signalized turn lanes for vehicles can be used in lieu of slip lanes to improve traffic flow for right-turn movements.

Implementation Guide: *California Highway Design Manual Section 405.3; Slip Lane Guidelines: Well Designed Right-Turn Slip Lanes, FHWA; Improved Right-Turn Slip-Lane Design, PEDSAFE; Major Intersection: Cycle Protection, Global Street Design Guide.*

- **CRF:** --
- **Cost:** \$\$\$
- **Expected Life:** --
- **Crash Types:** Bike+Ped



Install/Upgrade Intersection Lighting

Installing intersection safety lighting (new or upgraded) is a proven safety countermeasure which can prevent crashes occurring at night. Drivers are made more aware of their surroundings and of the presence of the intersection, roadway conditions, and other vehicles or active transportation users during nighttime conditions. This countermeasure is applicable at signalized intersections without lighting or with insufficient lighting, where crashes are known to be occurring at night. Providing adequate safety lighting should be considered as a preventative measure to reduce the likelihood of nighttime crashes at intersections.

Relevant Design Guides: *Illuminating Engineering Society of North America RP-8-21: Design of Roadway Facility Lighting*; *Caltrans Roadway Lighting Manual*.

➤ **CRF:** 40% (Applies to Nighttime Crashes)

➤ **Cost:** \$\$\$

➤ **Expected Life:** 20 yrs

➤ **Crash Types:** Rear-End, Sideswipes, Hit Object, Dark, Bike+Ped

**IMPLEMENTATION CONSIDERATIONS:**

- ▲ Install at least 2 luminaires (one on each receiving lane corner) at intersections with 2-lane streets. Photometric analysis is recommended to confirm number and location of luminaires needed to achieve minimum light levels.
- ▲ Install one luminaire per corner at intersections with 4-lane streets
- ▲ Intersections where existing light levels do not meet recommended standards, see Table 12-1 in RP-8-21, Table D in Caltrans Roadway Lighting Manual

Install Improved Signage and/or Reflective Strips

At locations where vehicles are known to be running stop signs or where line of sight to the intersection traffic control device (i.e. regulatory sign) is limited, additional warning signage, reflective strips or similar features can be applied to raise driver awareness. Solutions such as supplemental stop signs (on left hand side) or reflective strips on posts provide additional warning and raise driver awareness of the presence of the stop sign and can be an effective tool to increase compliance. Additional or new reflective signage and strips are a low-cost initial improvement that can be implemented by City forces.

Relevant Design Guides: *CMUTCD Chapter 2A, 2C*.

➤ **CRF:** 15% (applies to night crashes)

➤ **Cost:** \$

➤ **Expected Life:** 10 yrs

➤ **Crash Types:** Broadsides, Rear-Ends, Dark

**IMPLEMENTATION CONSIDERATIONS:**

- ▲ Locations where drivers are observed to be running stop signs, where line of sight to the stop sign is limited, lighting is poor, or near schools.
- ▲ Intersections where regulatory or warning sign compliance is disregarded or observed to be poor
- ▲ Intersections with patterns of crashes related to stop sign violations

Install Stop Signs with Flashing LEDs

Stop signs with flashing LED beacons provide enhanced visibility and can improve driver compliance with the traffic control device. This countermeasure is applicable at intersections with low stop sign compliance, particularly where crashes have been occurring at night, and/or where there are higher volumes of vulnerable road users.

Relevant Design Guides: *California Manual on Uniform Traffic Control Devices Chapter 2A.07.*

- **CRF:** 15% (applies to night crashes)
- **Cost:** \$\$
- **Expected Life:** 10 yrs
- **Crash Types:** Broadsides, Rear-Ends, Dark, Bike+Ped

**IMPLEMENTATION CONSIDERATIONS:**

Flashing stop signs are recommended in the following scenarios:

- ▲ Reflective signage and/or strips have been installed but additional crash reduction is desired
- ▲ Intersections which experience a disproportionately higher percentage of driver non-compliance with stop signs, where line of sight to the stop sign is limited, or near schools.
- ▲ Intersections with patterns of crashes related to stop sign violations

Flashing Beacons

Flashing beacons installed in tandem with warning signage are proven to raise driver awareness that they are approaching stop-controlled intersection when direct line of sight is limited. Flashing beacons are especially effective in situations where a horizontal curve or a fixed object obscures view to the intersection. If traffic queues extend beyond the intersection and lead to rear-end crashes, this LED flashing beacon raising driver awareness of the approaching intersection and of the potential need to stop.

Guiding Documents: *California Manual on Uniform Traffic Control Devices, Chapter 2A.15 & 4L.05; Unsignalized Intersection Improvement Guide, Treatment ID No. 007.*

- **CRF:** 30%
- **Cost:** \$\$
- **Expected Life:** 10 yrs
- **Crash Types:** Broadsides, Rear-Ends, Dark, Bike+Ped

**IMPLEMENTATION CONSIDERATIONS:**

- ▲ Existing STOP sign is not conspicuous
- ▲ Poor visibility of the intersection
- ▲ Crash history due to non-compliance or lack of awareness of intersection traffic control
- ▲ Locations with high rate of driver non-compliance of traffic control device

Install Transverse Rumble Strips on Approach



Transverse rumble strips are appropriate at locations where drivers may be unaware that they are approaching an intersection or areas prone to speeding. Transverse rumble strips alert drivers with an auditory and tactile warning as they drive over them on the approach to the intersection.

Guiding Documents: *California Manual on Uniform Traffic Control Devices Chapter 6F.87.*

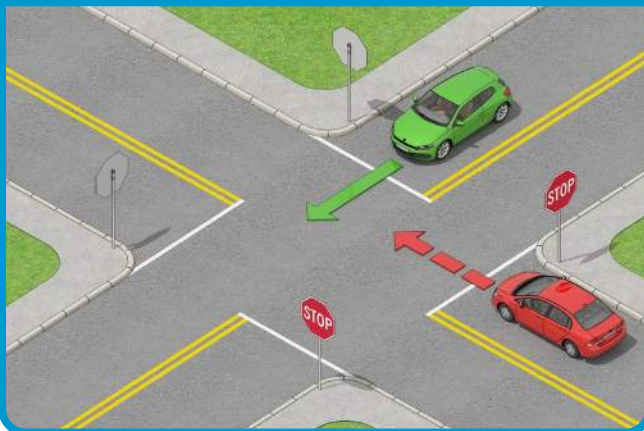
- **CRF:** 20%
- **Cost:** \$\$
- **Expected Life:** 10 yrs
- **Crash Types:** : Rear-Ends, Broadsides



IMPLEMENTATION CONSIDERATIONS:

- ▲ Transverse rumble strips are not recommended in residential areas due to the noise
- ▲ Rumble strips can be milled-in, rolled-in, or raised and can be installed as part of regular resurfacing projects or as a separate improvement.
- ▲ Rumble strips should be used in combination with advance warning signs

Convert 2-way Stop or Yield Control to All-Way Stop



Side street stop (or yield controlled) controlled intersections with high frequencies of broadside crashes may benefit from all-way stop control. However, because this traffic control has operational considerations, the side-street volume would need to meet all-way stop warrants.

Guiding Documents: *California Manual on Uniform Traffic Control Devices, Chapter 2B.07.*

- **CRF:** 50%
- **Cost:** \$
- **Expected Life:** 10 yrs
- **Crash Types:** : Rear-Ends, Broadsides, Bike+Ped



IMPLEMENTATION CONSIDERATIONS:

- ▲ Intersection experiences 5 or more collisions in a 12-month period
- ▲ Volumes exceed stop-warrant thresholds (see Attachments for All-way Stop Control Warrants)
- ▲ Sight Distance requirements not met (see Attachments for Sight Distance Requirements)

Install Traffic Signal

Traffic signals are a traffic control device which can provide significant safety and operational benefits including reduction in travel time and delay. Signalized intersections also provide opportunities for controlled pedestrian crossings. Traffic signals can also reduce conflicts leading to broadside and head-on crashes. An intersection must meet signal warrants established in the California Manual on Uniform Traffic Control Devices.

Guiding Documents: *California Manual on Uniform Traffic Control Devices Chapter 4C.*

- **CRF:** 50%
- **Cost:** \$\$\$
- **Expected Life:** 20 yrs
- **Crash Types:** BroadSides, Head-Ons, Dark, Bike+Ped

**IMPLEMENTATION CONSIDERATIONS:**

- ▲ Meets one or more of the signal warrants (See Attachments for Traffic Signal Warrants)
- ▲ Intersection experiences 5 or more collisions in a 12-month period

Upgrade Intersection Pavement Markings

Upgraded pavement markings and enhanced striping are proven to raise driver awareness of the presence of the intersection and guide drivers through intersections.

Guiding Documents: *California Manual on Uniform Traffic Control Devices, Chapter 3B, Caltrans Standard Plans.*

- **CRF:** 25%
- **Cost:** \$\$
- **Expected Life:** 10 yrs
- **Crash Types:** Rear-Ends, Head-Ons, Sideswipes, Dark

**IMPLEMENTATION CONSIDERATIONS:**

- ▲ Visually inspect traffic striping and pavement markings yearly and refresh if faded
 - ↳ Thermoplastic striping typically lasts approximately 4-7 years
 - ↳ Water-based paints typically lasts approximately 6-12 months
- ▲ Ensure traffic striping width meets Caltrans 6" minimum and is in conformance to the Caltrans Standard Plans

Install Splitter Island on Minor Road Approaches



Splitter islands separate entering from exiting traffic, deflect and guide traffic into the intersection, and improve the visibility of signage on the intersection approach. Splitter islands are best suited for side street stop-controlled intersections, though they can be effective at all-way stop controlled intersections.

Guiding Documents: *California Manual on Uniform Traffic Control Devices, Chapter 3B.*

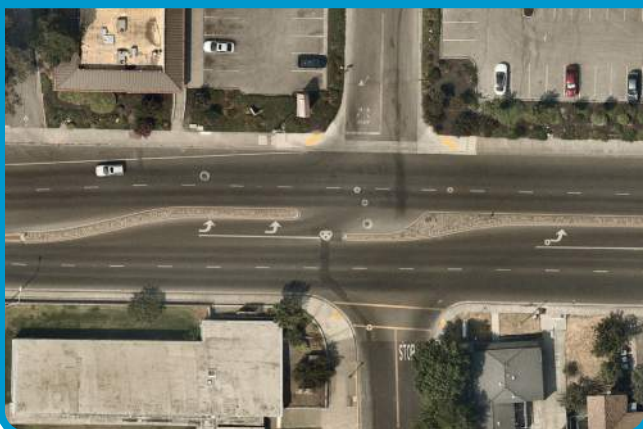
- **CRF:** 25%
- **Cost:** \$\$
- **Expected Life:** 10 yrs
- **Crash Types:** Broadsides, Head-Ons



IMPLEMENTATION CONSIDERATIONS:

- ▲ Truck turning paths and the size of the median should be considered in the design of the splitter island
- ▲ Splitter islands should be paired with pavement markings, raised pavement markers, and proper signage to enhance visibility and reduce the likelihood of being struck

Create Directional Median Openings to Allow (and Restrict) Left-Turns and U-Turns



Directional median openings allow left-turns from major street while restricting left and through movements from minor street onto the major street. The number of conflict points is reduced with implementation of this access control strategy. Additional benefits include increased traffic capacity and improved operations

- **CRF:** 50%
- **Cost:** \$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Rear-Ends, Broadsides, Head-Ons, Sideswipes



IMPLEMENTATION CONSIDERATIONS:

- ▲ Crash history or observed conflicts involving left-turning vehicles
- ▲ Provide downstream U-turn location
- ▲ Consider if side-street delay exceeds 50 seconds
- ▲ Consider if the major road is three lanes or more in each direction

Install Marked Pedestrian Crossing at Uncontrolled Location



This countermeasure is applicable at non-signalized intersections without marked pedestrian crossings, where there is significant traffic volumes, high travel speeds, and pedestrians are known to be crossing.

Guiding Documents: *California Manual on Uniform Traffic Control Devices, Chapter 3B, USDOT; Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations, July 2018; Menlo Park, Citywide Crosswalk Policy, September 2016.*

- **CRF:** 25%
- **Cost:** \$
- **Expected Life:** 20 yrs
- **Crash Types:** Bike+Ped



IMPLEMENTATION CONSIDERATIONS:

- ▲ Consider when crossing is on a direct route to/from a significant pedestrian generator
- ▲ Consider when 20 pedestrians cross during the peak hour or 60 pedestrians cross during any consecutive 4-hour period (children and seniors may count as 1.5 pedestrians)
- ▲ Consider sight distance of crossing pedestrians and conflicting vehicles
- ▲ Consider an engineering study
- ▲ Continental crosswalks per Caltrans Standard Plans are recommended at new uncontrolled locations. Existing uncontrolled crosswalks can be enhanced with ladder crosswalk markings as part of regular restriping efforts, and can be marked as continental crosswalks as part of regular resurfacing efforts

Install Pedestrian Refuge Island



Pedestrian refuge islands provide a designated space for pedestrians to wait as they cross multi-lane roads in a two-stage crossing. Refuge islands are applicable at marked pedestrian crossings where pedestrians have to cross multiple lanes on each approach. Pedestrians have time to judge conflicts separately or wait for an adequate gap in traffic before crossing.

Guiding Documents: *California Highway Design Manual Chapter 400, California Manual on Uniform Traffic Control Devices, Chapter 3B FHWA Proven Safety Countermeasures, Medians and Pedestrian Refuge Islands in Urban and Suburban Areas, USDOT, Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations, July 2018.*

- **CRF:** 45%
- **Cost:** \$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Bike+Ped



IMPLEMENTATION CONSIDERATIONS:

Examples of locations are mid-block crossings, approaches to multilane intersections, and areas near transit stops, parks, or other pedestrian focused sites. Medians or pedestrian refuge islands should be considered:

- ▲ Urban/suburban multilane roads with curbs, roadways with volumes over 9,000 ADT, travel speeds of 35 mph or greater.
- ▲ The USDOT recommends that pedestrian refuge islands be considered on roads with 4+ lanes without a raised median, (when AADT<9000 and Posted Speed >30 mph) and on roads with AADT>9000.

The preferred median width is 8 feet (minimum recommended width is 4 ft). Safety lighting should be used to installed at the intersection to enhance pedestrian visibility.

Install Rectangular Rapid Flashing Beacon (RRFB)



Rectangular Rapid Flashing Beacons (RRFBs) increase driver awareness of a pedestrian crossing the road in a marked crosswalk. The pedestrian-activated LED flashing beacons accompany a pedestrian crossing warning sign and are applicable at roads with higher design speed and multilane crossings. RRFBs are also an effective traffic control device near schools, parks, or where larger volumes of pedestrians are known to be crossing.

Guiding Documents: FHWA, *Proven Safety Countermeasures Rectangular Rapid Flashing Beacons (RRFB)*, FHWA; *Rectangular Rapid Flashing Beacon Safe Transportation For Every Pedestrian Countermeasure Tech Sheet*, USDOT; *Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations*, July 2018.

- **CRF:** 35%
- **Cost:** \$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Bike+Ped



IMPLEMENTATION CONSIDERATIONS:

Consider RRFBs at marked crosswalks on roadways that meet the following criteria:

- ▲ Two lane roads (and three lane roads with a median) with AADT < 9,000 and posted speed of greater than or equal to 40 mph.
- ▲ Roads with more than two lanes (with or without a median) with AADT 9,000-15,000 and posted speed of greater than or equal to 35 mph.
- ▲ Four lane roads (with or without a median) with AADT > 15,000 and posted speed of 30 mph.
- ▲ Three lane roads with a median with ADT > 15,000 and posted speed of 35 mph.

RRFBs are applicable at intersections where there is moderate to high pedestrian activity. Consideration should also be given to locations where pedestrians cross an uncontrolled approach at a non-signalized intersection.

Improve Sight Distance at Intersection



Intersections where sight distance is limited due to removable objects, vegetation, or parked cars can benefit from improved sight distance. This countermeasure is particularly applicable for turning vehicles at stop-controlled side-streets which intersect higher volume, higher speed roadways. Improving driver visibility to provide adequate stopping sight distance is an effective strategy to reduce the potential for broadside crashes.

Guiding Documents: *City of Milpitas Standard Drawing No. 405*; *Caltrans Highway Design Manual Chapter 400 topic 405*.

- **CRF:** 20%
- **Cost:** \$
- **Expected Life:** 10 yrs
- **Crash Types:** Broadside



IMPLEMENTATION CONSIDERATIONS:

- ▲ Conduct a sight distance evaluation using AASHTO, A Policy on Geometric Design of Highway and Street

Install Right or Left Turn Lanes



This countermeasure is recommended at intersections where the approach does not have a left turn lane, and which are experiencing a high number of broadside or rear-end crashes. Providing a dedicated turn lane improves traffic flow and reduces the potential for rear-end crashes by providing a dedicated space for turning vehicles to decelerate and wait to turn while outside of the through lane. Dedicated left and right turn lanes are recommended at unsignalized intersection approaches where turning volumes warrant consideration and there is adequate right-of-way.

- **CRF:** 20%
- **Cost:** \$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Rear-Ends, Broadside, Sideswipes



IMPLEMENTATION CONSIDERATIONS:

- ▲ Left turn and opposing and advancing volumes meet the left turn lane warrants based on design speed of roadway (see Attachments for Left turn warrants)
- ▲ Right turn and advancing volumes meet the right turn lane warrants based on design speed of roadway (see Attachments for Right turn warrants)

Install Raised Median



Installing raised medians at intersection approaches is proven to reduce the frequency of head-on crashes by providing an extra buffer between queued vehicles and turning vehicles. Raised medians can also provide space for pedestrian refuge islands or improved street lighting, both discussed further in this document. Raised medians provide enhanced access control and reduce broadside crashes related to proximate driveways.

Guiding Documents: *Safety Benefits of Raised Medians and Pedestrian Refuge Areas*, FHWA, 2013.

- **CRF:** 25%
- **Cost:** \$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Head-On, Broadside, Sideswipes



IMPLEMENTATION CONSIDERATIONS:

- ▲ At locations where crashes or near-misses occur near driveways proximate to the intersection approaches
- ▲ At intersections with two or more through lanes to separate opposing streams of traffic and restrict turning movements
- ▲ In areas with mixtures of significant pedestrian and vehicle traffic (more than 12,000 ADT) and speeds above 30 MPH.
- ▲ Continuous raised medians are not always appropriate as they can contribute to increased vehicle speeds by increasing driver perception of safety.

Install/Upgrade Roadway Lighting

Installing intersection safety lighting (new or upgraded) is a proven safety countermeasure which can prevent crashes occurring at night. Drivers are made more aware of their surroundings and of the presence of the intersection, roadway conditions, and other vehicles or active transportation users during nighttime conditions. This countermeasure is applicable along roadway segments without lighting or with insufficient lighting, where crashes are known to be occurring at night. Providing adequate safety lighting should be considered as a preventative measure to reduce the likelihood of nighttime crashes along segments.

Guiding Documents: 1) *Illuminating Engineering Society of North America RP-8-21: Design of Roadway Facility Lighting* 2) *City of Milpitas Standard Drawing No. 441, 442* 3) *Caltrans Roadway Lighting Manual*.

- **CRF:** 35%
- **Cost:** \$\$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Rear-End, Broadsides, Head-Ons, Sideswipes, Hit Object, Bike+ Ped, Dark

**IMPLEMENTATION CONSIDERATIONS:**

- ▲ Roadways where existing light levels do not meet recommended standards, see Table 11-1 in RP-8-21, Table C in Caltrans Roadway Lighting Manual
- ▲ Photometric analysis is recommended to confirm number and location of luminaires needed to achieve minimum light levels

Install Median Barrier

Median barriers provide enhanced safety by providing a raised physical barrier between opposing lanes of traffic. The presence of the median reduces the likelihood of head-on crashes as a result of vehicle lane departure. This countermeasure should be considered based on the amount of right of way available and is applicable along collector and arterial roadways.

Guiding Documents: *FHWA Proven Safety Countermeasures, Medians and Pedestrian Refuge Islands in Urban and Suburban Areas.*

- **CRF:** 25%
- **Cost:** \$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Head-Ons

**IMPLEMENTATION CONSIDERATIONS:**

- ▲ Median barriers can contribute to increased vehicle speeds by increasing driver perception of safety
- ▲ Median barriers can restrict pedestrian access and vehicular turning movements
- ▲ Median barriers can also inherently result in increased jaywalking as it provides a pedestrian refuge

ENGINEERING COUNTERMEASURE TOOLBOX

Install Curve Advanced Warning Signs



Advanced curve warning signs provide enhanced driver awareness of an approaching roadway condition (i.e. unexpected or sharp curve). The CAMUTCD details under what circumstances curve warning signs are required or recommended, and how far in advance the signs should be placed in advance of curve based on roadway speeds.

Guiding Documents: *California Manual on Uniform Traffic Control Devices, Chapter 2C.*

- **CRF:** 25%
- **Cost:** \$
- **Expected Life:** 10 yrs
- **Crash Types:** Head-Ons, Sideswipes, Dark, Hit Object



IMPLEMENTATION CONSIDERATIONS:

- ▲ MUTCD requirements/recommendations
- ▲ Consider after completing a sight distance evaluation

Install Delineators, Reflectors or Object Markers



Delineators, reflectors, and object markers are intended to provide guidance and warn drivers of an approaching curve, transition, or fixed object. They can also be used to guide drivers along a curve in the road or a horizontal offset. These items may be used as a preventative measure or in response to a crash. Delineator posts are often used in conjunction with bike lanes and crosswalks to enhance their visibility.

Guiding Documents: *California Manual on Uniform Traffic Control Devices, Chapter 2C.*

- **CRF:** 15%
- **Cost:** \$
- **Expected Life:** 10 yrs
- **Crash Types:** Hit Objects, Sideswipes, Dark



IMPLEMENTATION CONSIDERATIONS:

- ▲ Install object markers to mark obstructions or conditions within or adjacent to the roadway
- ▲ Delineator posts can be installed to enhance visibility of features within the roadway, but often require routine maintenance to address post knock-down.
- ▲ Recommend consultation with operations and maintenance staff as these traffic control devices may be knocked down and/or present maintenance challenges (i.e. street sweeping)

Install a Two-Way Left-Turn Lane



Two-way left-turn lanes provide a buffer between opposing directions of travel, and also separate left-turns from through traffic. This countermeasure is applicable along roadway segments with driveway access, provided that sufficient sight distance and right of way is available.

Guiding Documents: *California Manual on Uniform Traffic Control Devices, Chapter 3.*

- **CRF:** 30%
- **Cost:** \$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Rear-End



IMPLEMENTATION CONSIDERATIONS:

- ▲ Consider along roadways where:
 - ↳ AADT < 28,000
 - ↳ Posted speed of <45 mph
 - ↳ Majority of driveways are commercial
 - ↳ <20% of vehicles left turning vehicles during peak hour

Road Diet



Before

After

Implementation of a road diet reduces travel lanes by reallocating a portion of the street right of way to enhanced bike facilities (i.e. Class II bike lanes, buffered bike lanes), new/expanded pedestrian facilities (i.e. sidewalk, path), and other roadway features which improve multi-modal safety and access. It is important that a study is completed to determine the impact of the road diet on traffic operations prior to implementation.

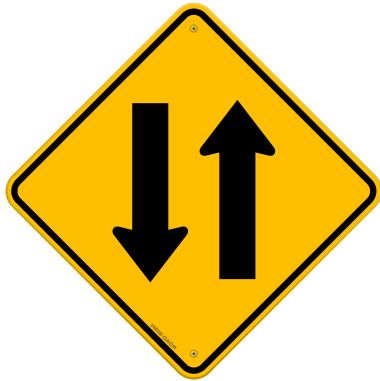
Guiding Documents: 1) *Federal Highway Administration Road Diet Information Guide* 2) *FHWA Proven Safety Countermeasures, Road Diet Informational Guide* 3) *USDOT, Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations, July 2018.*

- **CRF:** 35%
- **Cost:** \$\$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Bike+Ped



IMPLEMENTATION CONSIDERATIONS:

- ▲ *A road diet is a candidate treatment on roads with total of 4+ lanes (with or without raised medians).*
- ▲ Complete basic volume warrant for roadway segment capacity (a more thorough traffic study would be needed to confirm operations)

Upgrade Signs with Fluorescent Sheeting

Signs (including object markers) with fluorescent retroreflective sheeting provide enhanced visibility and driver awareness. This countermeasure is best applied at a systemic level and encompasses considerations such as sign size, retroreflectivity, and sign placement.

Guiding Documents: *California Manual on Uniform Traffic Control Devices*.

- **CRF:** 15%
- **Cost:** \$
- **Expected Life:** 10 yrs
- **Crash Types:** Head-Ons, Sideswipes, Hit Object, Dark

**IMPLEMENTATION CONSIDERATIONS:**

- ▲ Prioritize roads located adjacent to schools or corridors with high crash rates
- ▲ Program a regular review of signage

Install Edgelines and Centerlines

Roadway edgeline and centerline pavement markings with high visibility thermoplastic provide enhanced visibility and driver awareness of both lane and roadway. This standard design feature is proven to address lane departure crashes.

Guiding Documents: *California Standard Plans, California Manual on Uniform Traffic Control Devices, Chapter 3B.01 & 3B.07.*

- **CRF:** 25%
- **Cost:** \$
- **Expected Life:** 10 yrs
- **Crash Types:** Head-Ons, Hit Object, Sideswipe, Dark

**IMPLEMENTATION CONSIDERATIONS:**

Install Edgelines:

- ▲ On rural arterials or collectors with traveled way is ≥ 20 ft in width and ADT is $\geq 3,000$ veh/day

Install Centerlines:

- ▲ On an urban arterials or collectors when traveled way is ≥ 20 ft in width and ADT is $\geq 4,000$ veh/day
- ▲ On rural arterials or collectors with traveled way of ≥ 18 ft and ADT is $\geq 3,000$ veh/day
- ▲ On two-way streets with three or more lanes

ENGINEERING COUNTERMEASURE TOOLBOX

Install Rumble Strips



Centerline and edgeline rumble strips provide drivers with an auditory indication and tactile rumble when driven on, alerting drivers when they drift out of their travel lane. Centerline rumble strips are applicable along roadway segments with patterns of head-on crashes or sideswipes, while edgeline rumble strips are applicable along roadway segments with patterns of hit object or other lane departure crashes.

Guiding Documents: 1) Caltrans, *Traffic Safety Bulletin 20-07: Rumble Strip Guidelines*. 2) *Decision Support Guide For The Installation Of Center Line And Shoulder Rumble Strips*. 3) NCHRP 641: *Guidance for the Design and Application of Shoulder and Center Line Rumble Strips*

➤ **CRF:** 15-20%

➤ **Cost:** \$\$

➤ **Expected Life:** 10 yrs

➤ **Crash Types:** Head-Ons, Sideswipes, Hit Object



IMPLEMENTATION CONSIDERATIONS:

- Rumble strips are not recommended on roads with speed limits of 35 mph or less, commercial areas, or in areas with high volume turning movements.
- Caltrans requires a minimum clearance of five feet for the shoulder if bike lanes are present. Smaller rumble strips can also be used to better accommodate cyclists
- Milled sinusoidal rumble strips are recommended in urban contexts because they produce less sound, while still providing drivers with a tactile alert when driven on
- Raised rumble strips can be considered in contexts where milled rumble strips are not feasible, such as thin surface treatments

Install Dynamic/Variable Speed Warning Sign



Dynamic/variable speed warning signs provide drivers with a visual display of their travel speeds and provides warning when traveling faster than the recommended speed for an approaching curve. This countermeasure is recommended approaching curves with speed-related crashes, but does not apply to general roadway segments with speed feedback signs.

Guiding Documents: *Unsignalized Intersection Improvement Guide*.

➤ **CRF:** 30%

➤ **Cost:** \$\$

➤ **Expected Life:** 10 yrs

➤ **Crash Types:** Broadside, Rear-Ends, Hit Object, Ped & Bike, Sideswipes, Head-Ons, Dark



IMPLEMENTATION CONSIDERATIONS:

- Locations with history of speeding
- Change in speed limit, roadway condition or land use
- Changeable speed limit by time and day of the week

Improve Pavement Friction (High Friction Surface Treatments)



This countermeasure is applicable along roadways where skidding or failure to stop is contributing to crashes. Increasing the pavement friction enables cars to grip the road more effectively and safely maneuver through a turning movement or decelerate. High friction surface treatments are effective along roads with horizontal curves. HFST is different from typical asphalt overlay treatments in that it should not be used as a pavement preservation treatment.

Guiding Documents: *Federal Highway Administration, High Friction Surface Treatments.*

- **CRF:** 55%
- **Cost:** \$\$
- **Expected Life:** 10 yrs
- **Crash Types:** Hit Object, Sideswipes, Head-Ons



IMPLEMENTATION CONSIDERATIONS:

Applicable at spot locations such as:

- ▲ Interchange ramps
- ▲ High volume intersection approaches
- ▲ Segments of steep grade

Install Acceleration/Deceleration Lanes



This improvement provides space for vehicles to accelerate and safely merge into traffic, or to slow down before a turn without impacting traffic flow. This is demonstrated to prevent rear-end crashes between cars at speed and slower vehicles. This countermeasure is most applicable on roads with higher speeds, or where there are higher volumes of vehicles turning right onto the cross street.

- **CRF:** 25%
- **Cost:** \$\$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Rear-Ends, Broadsides, Sideswipes



IMPLEMENTATION CONSIDERATIONS:

- ▲ Crash history or observed conflicts involving left-turning vehicles
- ▲ Provide downstream U-turn location
- ▲ Consider if side-street delay exceeds 50 seconds
- ▲ Consider if the major road is three lanes or more in each direction

Install Chevron Signs on Horizontal Curves

Post-mounted chevrons warn drivers of an approaching curve and prepares them to safely maneuver the curve. These items may be used as a preventative measure or in response to a crash on a location with relatively sharp curves in periods of light and darkness.

Guiding Documents: *MUTCD Chapter 2C.*

- **CRF:** 40%
- **Cost:** \$
- **Expected Life:** 10 yrs
- **Crash Types:** Hit Object, Dark

**IMPLEMENTATION CONSIDERATIONS:**

- ▲ Chevrons are required at curves with an advisory speed differential of 15 mph or more
- ▲ Chevrons are recommended at curves with a differential of 5 or 10 mph.

Install Bike Lanes

Dedicates a portion of the road's width for bicyclists only, rather than having cyclists ride in the same lane as traffic. Class II bike lanes are required to have a minimum width of 4 feet, except when adjacent to on street parking (5 feet) or on roads with posted speeds of greater than 40 mph (6 feet). Sufficient roadway width is required to accommodate a bike lane safely.

Guiding Documents: *Caltrans Highway Design Manual Chapter 300; FHWA Proven Safety Countermeasures, Bicycle Lanes. FHWA Bikeway Selection Guide.*

- **CRF:** 35%
- **Cost:** \$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Bike+Ped

**IMPLEMENTATION CONSIDERATIONS:**

- ▲ Consider if roadway speeds are between 25 mph and 35 mph
- ▲ Consider if roadway vehicular volumes are between 3,000 vehicles per day and 7,000 vehicles per day

Install Separated Bike Lanes

Separating vehicular traffic from bicycles provides cyclists with additional safety and comfort.

Guiding Documents: *City of Milpitas Bicycle/Pedestrian and Trails Plan.*

- **CRF:** 45%
- **Cost:** \$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Bike+Ped

**IMPLEMENTATION CONSIDERATIONS:**

- ▲ Consider if roadway speeds are greater than 35 mph
- ▲ Consider if roadway vehicular volumes are greater than 3,000 vehicles per day

Install Additional Signage to Pedestrian Crossing

Additional signage at pedestrian crossings Increase warning and awareness for motorists at a crossing. USDOT recommends in-street pedestrian crossing signs be considered on two and three lane roads with speed limits of less than or equal to 30 mph.

Relevant Design Guides: *USDOT, Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations, July 2018.*

- **CRF:** 35% (applies to nighttime crashes)
- **Cost:** \$
- **Expected Life:** 20 yrs
- **Crash Types:** Bike+Ped

**IMPLEMENTATION CONSIDERATIONS:**

- ▲ In-Street pedestrian crossing signs (R1-6, R1-6a) are recommended on two and three lane roadways with speed limits of less than or equal to 30 mph.
- ▲ Advanced yield/stop here to pedestrian signs (R1-5, R1-5a) are recommended for 3 lane roads with raised medians (except for AADT<9000 and posted speed less than or equal to 30 mph) as well as on 4 lane roads.

Install Raised Pedestrian Crossing

USDOT defines raised pedestrian crossings as “Ramped speed tables spanning the entire width of the roadway, often placed at midblock crossing locations”. Raised crossings encourage drivers to reduce their speed as they approach the crosswalk. Raised crossings clearly mark the limits and location of the crossing and also allow pedestrians to cross the road at a constant grade

Guiding Documents: *USDOT, Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations, July 2018.*

- **CRF:** 35%
- **Cost:** \$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Bike+Ped

**IMPLEMENTATION CONSIDERATIONS:**

- ▲ According to the USDOT, raised crosswalks are a candidate treatment for two and three lane roads with AADT below 9000 and speeds less than or equal to 30 mph.
- ▲ Should be accompanied by speed hump markings (MUTCD 3B.25)
- ▲ Generally avoid installing raised crossings on truck routes, emergency routes, arterial streets

Install Sidewalk

Sidewalks provide pedestrians with dedicated facilities at a separated grade. Pedestrian facilities are recommended by FHWA and ITE to be a minimum of 5' wide. Curb ramps and grades should be ADA accessible.

Guiding Documents: *USDOT, Office of Safety Proven Safety Countermeasures: Walkways, July 2018.*

- **CRF:** 80%
- **Cost:** \$\$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Bike+Ped

**IMPLEMENTATION CONSIDERATIONS:**

- ▲ Locations without sidewalks or pedestrian facilities that also have significant pedestrian volumes
- ▲ Roadway segments with trends of pedestrian crashes and no sidewalks

Install Rectangular Rapid Flashing Beacon

Rectangular Rapid Flashing Beacons (RRFBs) increase driver awareness of pedestrians crossing the road in a marked crosswalk. The pedestrian-activated LED flashing beacons accompany a pedestrian crossing warning sign and are applicable at roads with higher design speeds and multilane crossings. RRFBs are also an effective traffic control device near schools, parks, or where larger volumes of pedestrians are known to be crossing.

Guiding Documents: 1) FHWA, *Proven Safety Countermeasures Rectangular Rapid Flashing Beacons (RRFB)*, 2) FHWA, *Rectangular Rapid Flashing Beacon Safe Transportation For Every Pedestrian Countermeasure Tech Sheet*, 3) USDOT, *Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations*, July 2018.

- **CRF:** 35%
- **Cost:** \$\$
- **Expected Life:** 20 yrs
- **Crash Types:** Bike+Ped

**IMPLEMENTATION CONSIDERATIONS:**

Consider RRFBs at marked crosswalks on roadways that meet the following criteria:

- ▲ Two lane roads (and three lane roads with a median) with AADT<9,000 and posted speed of greater than or equal to 40 mph; and with ADT 9,000-15,000 and posted speed of greater than or equal to 40 mph
- ▲ Roads with more than two lanes (with or without a median) with AADT 9,000-15,000 and posted speeds of 35 mph.
- ▲ Three lane roads with a median with ADT>15,000 and posted speed of 35mph.
- ▲ Four lane roads (with or without a median) with AADT>15,000 and posted speed of 30 mph.
- ▲ Three lane roads with medians, with AADT>15,000 and design speed of 35 mph

RRFBs are applicable at intersections where there is moderate to high pedestrian activity. Consideration should also be given to locations where pedestrians cross an uncontrolled approach at a non-signalized intersection.

COUNTERMEASURE TOOLBOX ATTACHMENT
ANSI IES RP-8-21 TABLE 12-1

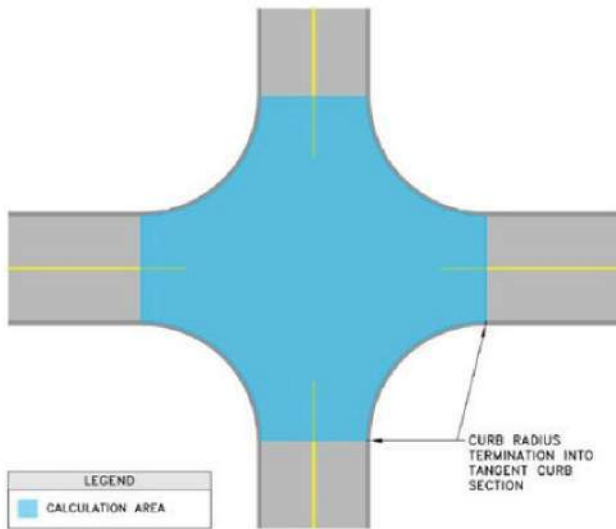


Figure 12-4. Intersection extents as defined by curb returns.

Some intersections may include some of these elements on certain legs and not others. In these cases, the above ranked criteria shall be utilized for each leg.

Within the area defined above, some elements may be left out of the intersection calculation as these elements do not contain a potential point of conflict as shown in **Figure 12-1** (see **Section 12.1.2**).

These elements include:

- **Islands.** Painted and raised islands areas should be precluded from the intersection calculation area, as these are not intended to be accessed by vehicular traffic.
- **Channelized right turn only lanes.** As this type of lane does not contain conflict points, there is no need to light it to intersection lighting levels or to include it within the intersection area.

12.3.2.2 Full Intersection Lighting. The values for full intersection lighting are based on the principle that the amount of light should be proportional to the classification of the intersecting roadways and equal to the sum of the values used for each separate roadway.

The values included in **Table 12-1** are the recommended average maintained illuminance levels for fully lighted intersections of continuously lighted roadways, based on street classification and pedestrian volumes. The recommendations assume an R2 or R3 pavement type. If the intersecting streets are not continuously lighted, a partial lighting system may be utilized.

Because of the nature of intersection calculations, the veiling luminance ratio is not a valid requirement because it cannot be calculated. However, it is recommended that in order to minimize glare, the use of luminaires with high-angle-candlepower should be avoided in all instances of full intersection lighting.

Pole placement: In most cases, the recommended horizontal illuminance levels for intersections can be achieved by using combination signal and luminaire poles. Where full roadway lighting that ties into the intersection is present, the spacing of the poles on the approach road should be designed to synchronize with the pole locations for the intersection.

Light poles should be positioned in advance of the crosswalks to improve visibility in the crosswalk by providing improved vertical illuminance and positive contrast. **Figure 12-5** shows the general arrangements.

Table 12-1. Pavement Illuminance Criteria for Full Intersection Lighting (Lux/Fc)

Functional Classification	Pedestrian Activity Level Classification			E_{avg}/E_{min}
	High	Medium	Low	
Major/Major	34/3.2	26/2.4	18/1.7	3.0
Major/Collector	29/2.7	22/2.0	15/1.4	3.0
Major/Local	26/2.4	20/1.9	13/1.2	3.0
Collector/Collector	24/2.2	18/1.7	12/1.1	4.0
Collector/Local	21/2.0	16/1.5	10/0.9	4.0
Local/Local	18/1.7	14/1.3	8/0.7	6.0

COUNTERMEASURE TOOLBOX ATTACHMENT
CALTRANS ROADWAY LIGHTING MANUAL



Roadway Lighting Manual

Division of Traffic Operations, First Edition, July 2021





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Introduction

The Roadway Lighting Manual is the culmination of extensive research and effort by Caltrans staff to develop guidelines for roadway lighting designs. This publication does not constitute a standard, specification or regulation. Field and economic conditions may call for variation from this publication's requirements and may be subject to approval by designated levels of management in the district. This publication is neither a textbook nor a substitute for engineering knowledge, experience or judgment.

The information in this manual is written to assist Caltrans roadway lighting designers in preparing uniform and standard designs of roadway lighting systems.

The *Roadway Lighting Manual* supersedes all prior versions of the *Traffic Manual*, Chapter 9, Sections 9-06 through 9-12.

Purpose

The purpose of this manual is to provide a comprehensive source of information concerning Caltrans policies for roadway lighting within the State Highway System and to develop uniformity in designing roadway lighting systems.

The illumination requirements are based on Federal Highway Administration (FHWA), the American National Standards Institute/Illuminating Engineering Society of North America Recommended Practice (ANSI/IES RP) 8-18 guidelines, and industry practices and recommendations.

The *Roadway Lighting Manual* provides guidance for the following:

- Installing uniform lighting for various applications within the State right-of-way (including freeways, highways, expressways, intersections, bicycle and pedestrian facilities, roundabouts, park and ride lots, bus stops, and railroad crossings).
- The standardization of lighting structures.
- Adjusting luminaire spacing and light fixture characteristics for a more uniform lighting distribution.
- Evaluating lighting levels using computer-based lighting software.
- Updating Caltrans' lighting practices and standards (plans and specifications).

The terms used in this manual are defined in Appendix D.



Chapter 1 – Lighting Development Procedures

Chapter 1.1 – Introduction

The design of freeway and highway lighting should comply with the most current version of the following publications:

- *Roadway Lighting Manual*
- *Construction Contract Standards*
- *Construction Contract Development Guide*
- *Highway Design Manual (HDM)*
- *Plans Preparation Manual*
- *Cooperative Agreement Handbook*
- *Project Development Procedures Manual*
- *Electrical Systems Design Manual*
- *California Manual on Uniform Traffic Control Devices (CA MUTCD)*
- *Highway Safety Improvement Program Guidelines*
- *Caltrans Standard Environmental Reference (SER)*

Lighting standards for installation on State highways will normally be one of the types shown in the Standard Plans. The exception is where a local agency uses a different type of lighting standard and either of the following:

- Has existing lighting that is being replaced due to State highway construction; or
- Desires the inclusion of their roadway lighting into a State highway project.

The types, applications and mast arm lengths of the roadway luminaires are as follows:

Luminaire Standards

Type 15

Type 15 and 15D standards are used:

- On highways and expressways.
- At intersections of freeway ramps with surface streets.
- On structures in lieu of a Type 21 standard where a lower mounting height is desired.

A 12 foot mast arm is normally used on Type 15 and 21 standards, but lengths of 6, 8, 10, and 15 feet are also available. A 15-foot mast arm is not available for Type 15D and 21D standards.

Type 21

Type 21 and 21D standards are used on structures and may be mounted on a barrier railing or a retaining wall.

Types 30, 31 and 32

Type 30, 31, and 32 standards are used on freeways and in freeway interchange areas.



A Type 30 standard is used where the standard cannot be located further than 18 feet from the edge of the traveled way. The normal mast arm length for Type 30 is 15 feet, but lengths of 6, 8, 10, and 12 feet are available.

A Type 31 standard is available only with a mast arm of 20 feet and should be located a minimum of 20 feet from the edge of the traveled way.

A Type 32 standard is available only with a 30-foot mast arm and without a slip base and should be located a minimum of 30 feet from the edge of the traveled way.

Luminaire Placement

Placement of luminaire standards should comply with the latest Caltrans Highway Design Manual, Section 309.1, "Horizontal Clearances for Highways."

Foundations

The foundation and installation details for each lighting standard are shown in the Standard Plans. Location of foundations are described in the following section:

Lateral (Set Back)

In general, lighting standards should normally be set as far from the right or left edge of the pavement as conditions permit. Exceptions to this occur in cut or fill sections with slopes steeper than 4:1; foundation locations for these conditions are shown in the Standard Plans. On curved ramps, lighting standards should be located on the inside of the curve.

Longitudinal

- Typical spacing for Type 21, 30, 31 and 32 standards is 180 feet. The typical spacing for a Type 15 is 150 feet.
- The typical location of standards for each application is shown in Appendix A. Designers should adjust the spacing to achieve required lighting levels in the conflict area using lighting software.

Structures

On structures and retaining walls, lighting standards should be located at least five feet from the structure expansion joints or hinges. Care should be taken in locating standards on lower roadways or structures to avoid creating glare to vehicles on a higher structure.

Slip bases shall be installed with Type 30 and 31 standards and with Type 15 standards on freeways, expressways, and highways within the Clear Recovery Zone (CRZ) as defined in the Caltrans High Design Manual. Exceptions to this policy are that slip bases are not used under signal standards with lighting or under lighting standards located in the following areas:

- On or behind structures, retaining walls, or sound walls;
- Behind guard rail or barrier railing;
- In sidewalk areas;



- Where pedestrians would be close enough to be endangered by a pole knockdown;

Chapter 1.2 – Project Report

General requirements for developing lighting projects are noted in the *Project Development Procedures Manual*. The cost of lighting on Federal Aid highway projects is eligible for federal participation under certain conditions.

The *FHWA Lighting Handbook* describes recommendations for roadway lighting and requirements for federal aid eligibility. This manual is in substantial conformance with the *FHWA Lighting Handbook* to ensure federal aid eligibility.

For scoping and programming purposes, the preparation of a Project Initiation Document is required for all projects that include lighting. The *Project Development Procedures Manual* and the corresponding Project Manager should be consulted to determine specific reporting requirements.

The following data is required to determine the need for highway lighting installation and shall be included in the Project Initiation Document.

Traffic Counts—Both pedestrian and vehicular traffic counts shall be shown for any single hour that may be in darkness during winter months. Traffic counts shall be shown on Figure 4C-101 (CA) and Figure 4C-102 (CA) of the CA MUTCD. For Figure 4C-101 and Figure 4C-102 the single-hour traffic count shall be measured during a period of darkness that shows the highest traffic count. Pedestrian traffic counts should be shown on each crosswalk for the same periods as the vehicular count.

Vehicle Speed—This shows the posted speed limit or 85th percentile speed of vehicles on approaches to the intersection.

Electrical Service—This is a statement on the availability of electrical service. Where the cost of establishing electrical service is excessively high due to line extension, consider alternate sources of power or deferring the installation.

Other Data—This includes the following documentation:

- a. Location map;
- b. Condition diagram showing existing conditions;
- c. Summary of accidents and the collision diagram;
- d. Figure 4C-101 (CA), Figure 4C-102 (CA), or Figure 4C-103 (CA) (Traffic Signal Warrants Sheet [sheets 1 to 5] from CA MUTCD);
- e. Applicable warrant in Table 4C-1, Table 4C-2, Table 4C-3, and Table 4C-4, and Figure 4C-102 (CA) from CA MUTCD;
- f. Improvement diagram showing existing and proposed lighting, channelization, and other proposed improvements. This may be combined with (b), (c), (d), and (e) on a single plan;
- g. Estimate of cost; and
- h. Explanation of confusing or unsatisfactory conditions to be improved by the lighting.



Chapter 1.3 – Utility Coordination

During the design stage, the local electrical utility should be contacted to determine the location and type of service available.

Chapter 1.4 – Financing

General Policy

Caltrans participation in financing is based on the use of standard equipment in accordance with Caltrans standard plans and standard specifications. If local agencies plan to use more expensive equipment, the additional cost over the standard equipment shall be at 100 percent local agency expense except as noted below.

Freeways

The cost of installing lighting on freeways is at 100 percent Caltrans expense. If other agencies desire to provide lighting between interchange areas, such lighting may be included in the State's project. However, Caltrans will not be responsible for installation costs. Caltrans will maintain and operate the lighting at 100 percent local agency expense.

On Federal Aid projects, federal participation will be requested when one or more of the traffic volume warrants in Chapter 2.2 are met.

At the intersections of freeway ramps with local streets, the installation cost of lighting shall be at 100 percent Caltrans expense if it is found to be warranted at any time within five years after the date the freeway is opened to traffic. Lighting that meets the warrants stated in Chapter 2.2 may be installed at Caltrans expense on new frontage roads and local streets constructed as part of a freeway project when such lighting will be owned by a local agency. Lighting design may conform to the established design standards of the local agency.

Existing Highway Intersections

Highway lighting to be installed at existing intersections shall be financed jointly by Caltrans and the local agency in the same ratio as the number of legs under each jurisdiction bears to the total number of legs at the intersection.

The District Director may approve installing warranted utility-owned lighting without submitting a Project Initiation Document to Headquarters.

Normally, the monthly charges for utility-owned lighting installed at the request of Caltrans should be shared jointly with the local agency, as stated above or as indicated on the District Maintenance Agreement.

New Highway Intersections

The installation cost of highway lighting at new intersections on a State highway because of a State highway project shall be at 100 percent Caltrans expense. The installation cost of highway



lighting at new intersections on a State highway because of a local agency project shall be at 100 percent local agency expense.

Railroad Grade Crossings

The cost of installing and maintaining lighting at railroad grade crossings on State highways shall be at 100 percent Caltrans expense.

Chapter 1.5 – Lighting by Local Agencies and Others

Where a local agency proposes to install lighting on a State highway, an encroachment permit is required. Lighting may also be installed at the intersection of a State highway and private driveway by a private property owner under an encroachment permit. However, the local agency should also obtain an encroachment permit agreeing to own and maintain the lighting installed by a private party. Such lighting shall in no way detract from the effectiveness of existing State lighting or in any way interfere with the safe movement of traffic. On existing roadways, except expressways or freeways, the lighting may be installed on wood poles with overhead wiring for temporary construction. On expressways and freeways, the equipment shall meet Caltrans standards, i.e., steel standards and underground wiring. Where a local agency proposes to install continuous lighting using luminaires of higher light output than the existing highway luminaires, the project should include replacing the existing units with new luminaires with the higher light output. Caltrans will review the design of such lighting. The installation may be performed by local agency forces, a contractor, or an electrical utility.

Caltrans will only be responsible for the costs of installing or upgrading, maintaining, and operating lighting as warranted in Chapter 2.2 and Chapter 3.2.

Chapter 1.6 – Reconstruction of Existing Facilities

Freeways

When affected by State freeway construction, existing street lighting facilities shall be replaced in kind at 100 percent Caltrans expense, using salvaged material where feasible, under the following conditions:

- a. Existing lighting was installed under permit; and
- b. Existing lighting was warranted for installation; and
- c. Existing lighting is owned by a local agency.

In the event the local agency requests to have the relocated lighting system owned by the local agency reconstructed to an improved standard as part of the State contract, the difference in cost between replacement in kind and the construction requested shall be estimated and the agency shall agree to reimburse the State for the additional cost.

The reconstruction of existing street lighting facilities owned by a private utility is the responsibility of the utility and will be handled by the Division of Right of Way (see Chapter 2.2 for more information).



Highways

When affected by construction on a State highway, existing street lighting facilities owned by a city, county, or lighting district shall be reconstructed at the sole expense of the owner unless prior rights can be established.

In the event a local agency desires to have an existing continuous lighting system along a State highway reconstructed to an improved standard, or a new system built above Caltrans standards, the cost to Caltrans shall be limited to its share of the lighting at those locations where lighting is warranted.

Chapter 1.7 – Lighting Levels

The level of illumination on freeways, expressways, and controlled intersections are dictated by the roadway classification and pedestrian volumes.

See appropriate tables A through G in Appendix B for information on Average Maintained Illuminance, Uniformity Ratio, and lighting levels for pedestrian crosswalks.

Chapter 1.8 – Lighting Area

Freeway or Highway

Critical points are the points in the highway or freeway where the driver will have to decide on which through lane to follow or where there is a conflict. The following are critical points:

- a. Decision point – location where the motorist must decide on which lane to follow.
 - (i) Example 1: The decision point is at the location where one through lane transitions into two through lanes or where one through lane transitions into one through lane and an exit ramp.
 - (ii) Example 2: The beginning of the exit ramp gore is the decision point.
- b. Merge point – location where two or more lanes merge into one. The merge point is where the merging lane becomes 9 feet wide.

Lateral means going along the direction of travel of the highway (parallel to the highway).

Longitudinal means going across the highway (perpendicular to the highway).

The minimum lighting areas for conventional highway, expressway, and freeway are defined as follows:

- a. Decision point:
 - i. Lateral boundary: Starts 90 feet upstream the merge point and ends 270 feet downstream the merge point.
 - ii. Longitudinal boundary: Starts at the right-side edge of travel way and ends at the left-side edge of travel way for a 4 or lower lane highway. For wider highways, the boundary starts at the right-side edge of travel way and ends 48 feet across the highway. The usual ending boundary is at the lane line between the 4th and 5th lane



- if the lane widths are the standard width of 12 feet. (The 48 feet is for 4 lanes: 4×12 feet=48 feet.)
- b. Merge point:
 - i. Lateral boundary: Starts 90 feet upstream the merge point and ends 90 feet downstream the merge point.
 - ii. Longitudinal boundary: Starts at the right-side edge of travel way and ends at the left-side edge of travel way for a 4 or lower lane highway. For wider highways, the boundary starts at the right-side edge of travel way and ends 48 feet across the highway. The usual ending boundary is at the lane line between the 4th and 5th lane if the lane widths are the standard width of 12 feet. (The 48 feet is for 4 lanes: 4×12 feet=48 feet.)

For examples, see Appendix A.

The lighting area lateral boundary is extended if ramp traffic meets the volumes shown in Appendix B, Table F, during one hour of darkness.

Intersection

The lighting area for intersection is defined by the area bounded by the crosswalks. Where there are no crosswalks, the lighting area is defined by the area normally bounded by the crosswalks.

Chapter 1.9 – Plans, Coordination, and Processing

General requirements for submitting plans, specifications, and estimates (PS&E) are noted in the *Project Development Procedures Manual* and the *Caltrans Construction Contract Development Guide*.

The designer should coordinate with the Division of Engineering Services, Office of Structure Design to coordinate with a structure engineer for the exact location of luminaires and pull boxes, foundation details, and conduit routes through the bridge structure to ensure proper design is included for all structures within the project limits.

Chapter 1.10 – Environmental Coordination

Coordination between Design and Environmental should begin early in the project development process and continue through construction. The Project Development Team (PDT) should work together to identify potential lighting impacts or requirements related to environmental resources ensuring that the project complies with applicable state and federal laws and regulations. Potential lighting impacts can include disturbances to bird nestings or sensitive habitats, or work that is within a coastal zone or historic district. The designer should consult with their District Environmental / Biology offices and the Caltrans Standard Environmental Reference (SER) for potential lighting mitigation measures.

Some potential lighting mitigation measures may include:

- a. Utilizing roadway lighting analysis software to perform lighting level analysis in areas of concern such as Environmentally Sensitive Areas (ESA).



- b. Reducing correlated color temperature (CCT) of proposed lighting fixtures. See Appendix D for definition. Current Caltrans Standard Specifications require a nominal CCT of 3000 K. Document changes in project design files.
- c. Lowering luminaire mounting heights. (Consult HQ Structures if non-standard lighting standards are used)
- d. Installation of luminaire glare shields.



Chapter 2 – Freeway Lighting

Chapter 2.1 – Introduction

In general, freeway lighting includes the following characteristics:

- Freeway lighting refers to lighting that is provided for freeways, expressways, and limited-access roadways.
- Freeway lighting consists of complete interchange lighting, including all ramps, mainlines, cross streets, gore areas, and intersections.
- Freeway lighting serves to illuminate areas of potential vehicle conflict and to delineate exit ramps, entrance ramps, and gore areas.
- The designer may consider extending the limits of the conflict area to include side-specific areas, such as intersections, points of access, means of egress, curves, and steep hills.
- Lighting shall be installed where unusual freeway geometrics exist and traffic volume warrants are met. Current enhanced conspicuity standards for signage, markings, and delineation make it feasible in such situations to defer the installation of lighting facilities until required by increased traffic.

Chapter 2.2 – Warrants

Definitions

- a. Urban, Suburban, and Rural Conditions. Urban conditions exist in areas designated on maps approved by the FHWA. Suburban conditions exist in areas contiguous to the designated urban areas. Rural conditions exist in all other areas.
- b. Average daily traffic (ADT) is the average calculated for up to five years after the freeway is opened to traffic.
- c. Arterial¹ roadways provide a high level of mobility, often in the form of fully or partially controlled access highways, with no or very few intersecting roadways to hinder traffic flow.
- d. Collector¹ roadways provide a more balanced blend of mobility and access to land and residence. (Collectors “collect” traffic from local roads and connect traffic to arterial roadways.)
- e. Local¹ roadways provide a high level of accessibility, provide direct access to adjacent land (e.g. low-density residential, multiple properties) and higher systems (e.g., collector, arterial), and may carry no through traffic movement.

¹ Road Definition (Arterial, Collector, Local) is defined in the FHWA: *Highway Functional Classification Concepts, Criteria and Procedures, 2013 Edition*.



Freeway Interchange Lighting

Freeway Interchange lighting is warranted under either of the following conditions:

- a. Where the total sum of the ADT ramp traffic entering and leaving the freeway within the interchange area exceeds 5,000 under urban conditions, 3,000 under suburban conditions, and 1,000 under rural conditions. The above numbers refer to the total sum of the ADT for the normal four ramps at an interchange. Where the number of ramps connecting with the freeway is less than four, the above total sum of ADT may be reduced proportionately.
- b. Where the ADT on the freeway exceeds 25,000 for urban conditions, 20,000 for suburban conditions, and 10,000 for rural conditions.

Freeway Interchange Lane Lighting

Freeway interchange lanes are the acceleration lane (entrance ramp), deceleration lanes (exit ramp), or any extra lane(s) that starts from an entrance ramp and ends at the next exit ramp. Lighting for freeway interchange lanes should be considered to illuminate the full-length of the lane if it is shorter than ½ mile.

Freeway Ramp and Surface Street Intersection Lighting

Lighting at the intersection of a freeway ramp and a surface street is warranted if either of the conditions in Freeway Interchange Lighting (a) or (b) above are satisfied.

Typically, two luminaires are placed at each freeway exit ramp and one luminaire at each freeway entrance ramp. Typical locations are shown in Appendix A Figure A-1 and A-2. Typical locations for luminaires at the intersections of freeway ramps and surface streets are shown in Appendix A Figure A-2. One or more additional luminaires may be installed when justified by geometrics, traffic patterns, background ambient lighting and/or freeway ramp traffic volumes. This configuration should light the lighting area to the appropriate level shown in the Appendix B tables.

Freeway Structures Lighting

Lighting on or under a freeway (underpass) structure is warranted under either of the following conditions:

- a. The lighting is illuminating acceleration lanes, deceleration lanes, weaving areas, or walkways.
- b. It is a part of local street lighting as stated in Chapter 2.5.

Provisions for future lighting may be installed in structures for freeway illumination only if there is a definite requirement to install lighting, as warranted above in Freeway Structures Lighting (a) or (b). Provisions for future lighting consist of conduits, pull boxes, foundations with anchor bolts, and flush soffit luminaires. The Project Engineer shall coordinate with the Division of Engineering Services, Office of Design and Technical Services.



Structures considered to be an underpass are those in which the length and physical configuration of the structure do not substantially limit the driver's ability to see objects ahead. No supplemental daytime lighting is required for these underpasses.

Short underpasses, such as those encountered where a roadway goes beneath two- or four-lane roadways, can generally be lighted with the standard luminaires for nighttime illumination only, if warranted.

Long underpasses, where overlapping of the lighting from the street luminaires cannot be accomplished, requires special treatment. When the lighting levels and uniformity on the roadway pavement are getting affected by the structure, then the underpass can be classified as "long" and will require additional daytime and nighttime lighting. And, if the pedestrian's lanes or sidewalks are included as part of the underpass then pedestrian lighting should be considered as per ANSI/IES RP-8-18 requirements.

Chapter 2.3 – Entrance/Exit Ramps

This section includes general requirements for installing lighting on freeways.

Freeway entrance and exit ramps lighting includes:

- Freeway entrance and exit ramps (freeway ramps and connections)
- Freeway interchange
- Freeway ramps at single point interchange
- Freeway ramp meters

Typically, two luminaires are placed at each freeway exit ramp, starting at the full width of the exit lane, and a second luminaire placed at 180 feet downstream from it. This configuration should light the lighting area to the appropriate level shown in Appendix B tables. The luminaire position is to notify drivers of the decision point to exit the freeway.

Typically for each freeway entrance ramp, one luminaire is placed at the point where the on-ramp lane is tapered to nine feet wide and the adjoining freeway through lane is 12 feet. The luminaire position is to caution drivers of the merging freeway traffic to oncoming vehicles.

Typical locations for luminaires at the intersections of freeway ramps and surface streets are shown in Appendix A, Figure A-1 and A-2 (Partial Cloverleaf Interchange or Diamond Interchange). The lighting area can be increased when justified by geometrics, traffic patterns, background ambient lighting, or freeway ramp traffic volumes.

For metered freeway entrance ramps, a minimum of one luminaire should be placed at the limit line of metered-entrance ramp lanes.

The luminaire spacing and quantity of poles used for the entrance and exit ramps should be adjusted to achieve the lighting level shown in Appendix B.



Chapter 2.4 – Freeway to Freeway Connections

Luminaires at freeway to freeway connections should be located as shown in Appendix A, Figure A-5. The typical advanced locations for luminaires at the diversion from one freeway to another is to warn drivers of the following:

- a. When additional lanes are added or reduced from the freeway or highway.
- b. Merging traffic between vehicles toward their destination routes.

Chapter 2.5 – Lighting of Local Streets Within Limits of Freeway Projects

Chapter 2.5A – Lighting of Existing Local Streets Within Limits of Freeway Projects

The lighting of existing local streets within the limits of a freeway project, including lighting on local streets over or under the freeway, is warranted if:

- The local street is lit to modern standards up to the freeway right of way and the local agency agrees to assume ownership and cost of maintenance; or
- The local street is not lit to modern standards and the local agency agrees to assume ownership and all costs of installation and maintenance.

If a local agency indicates that it proposes to install lighting on the local street within five years after construction is completed, the following should be installed on the project at 100 percent State expense:

- Conduits and other equipment in and under paved areas.
- Provisions for future structure lighting as stated in Chapter 2.2 under Freeway Structure Lighting.

Chapter 2.5B – Lighting of New Local Streets Within Limits of Freeway Projects

Installing lighting on new local streets, including new frontage roads, that are constructed on a new alignment for a local agency shall be governed by the following:

- Lighting may be installed when requested by the local agency, only if there is existing lighting in the area and if that lighting is owned by the local agency. The lighting design and financing shall follow the guidelines in Chapter 1.5.
- Where the existing lighting is owned by a private utility, only equipment that will be in or under paved areas shall be installed by Caltrans (see Chapter 1.5).

If no lighting exists in the area, new lighting shall be installed only if the local agency agrees to finance the installation and to assume the cost of ownership and maintenance.



Chapter 3 – Highway Lighting

Chapter 3.1 – Introduction

The purpose of highway lighting is to promote the safe and orderly movement of traffic by illuminating certain permanent features or conditions that are unusual and require additional care and alertness to navigate.

When highway lighting is to be installed at an intersection, the “Basic” illumination requirements are provided as shown in Appendix B.

Lighting on highways and expressways shall be limited to lighting requirements at the intersection with traffic signals, flashing beacons, stop/yield controls, and locations where lighting is warranted, as shown in Chapter 3.2.

The existence of an intersection is not itself a justification for lighting.

A minimum of two luminaires should be placed on the downstream side of the intersection. The luminaire position is to notify drivers the perimeter of the intersection, past the approaching limit line, as well as the surrounding geometrics of the area (see Appendix A, Figure A-3, and A-4).

For each signalized intersection, a minimum of one luminaire should be placed at each corner to illuminate the pedestrian crosswalk. The lighting level emphasizes the middle of the intersection to all turning and oncoming vehicles.

Chapter 3.2 – Warrants

1. Existing Intersections.

Lighting may be provided at existing intersections on expressways and highways if one of the following conditions is fulfilled:

- a. Warrant 1, Condition A (Minimum Vehicular Volume) and Condition B (Interruption of Continuous Traffic) (See Figure 4C-101 (CA) Traffic Warrants Sheet Worksheet (Sheet 1 of 5)), or Warrant 4, Part 1, Section B (Pedestrian Volume) (See Figure 4C-101 (CA) Traffic Warrants Sheet Worksheet (Sheet 3 of 5) and Figures 4C-7 and 4C-8 from CA MUTCD) is satisfied for any single hour, which may be in darkness during winter Months.
- b. Four or more nighttime accidents in any recent consecutive 12-month interval or six or more nighttime accidents in any recent consecutive 24-month interval.
- c. Where a traffic signal or an intersection flashing beacon is installed.
- d. Where a controlled pedestrian crossing (e.g., Pedestrian Hybrid Beacon System) is installed.
- e. Where combinations of sight distance, horizontal or vertical curvature of the roadway, channelization, or other factors constitute a confusing or unsatisfactory condition that may be improved with lighting. The Project Initiation Document covering such lighting should include an explanation of the factors constituting the confusing or unsatisfactory condition.



2. New Intersections

- a. Lighting may be provided at new intersections on expressways or highways if there are indications that any of the warrants listed in 1(a) above will be fulfilled within five years after the opening of the project to traffic.

3. Replacement of Lighting Owned by Other Agencies (see Chapter 1).

4. Warrants for Continuous Highway Lighting

Continuous lighting may be provided with uniformity and average illuminance values in accordance with the current edition of ANSI/IES RP-8.

If one of the lighting warrants shown below is satisfied, then continuous lighting should be considered:

- Where a new pedestrian/bikeway is installed in an expressway
- If a crash analysis indicates that both the following conditions exist:
 - a. At least 30% of crashes occur at night over the last 5 years
 - b. High vehicle speed/volume sections with pedestrians/bikeway facilities



Chapter 4 – Special Lighting Applications

Chapter 4.1 – Introduction

Chapter 4 sets guidelines for special lighting applications used in projects. These applications entreat specific considerations that may differ depending on funding, available right of way, nearby electrical power, surrounding climate, etc. The special lighting applications include the following types:

- Bike paths
- Roundabouts
- Railroad grade crossings
- Park and ride lots
- Bus stops
- Signs
- Chain on/off areas
- Falseworks
- Tunnels
- High masts
- Temporary

Chapter 4.2 – Bike Paths

The location of bike paths parallel to a freeway ramp and crossing and parallel to a roadway may warrant lighting.

This section covers the information needed for designing a lighting system that can be used for bike paths and/or pedestrian walkways and that are within the Caltrans right of way.

Roadway lighting improves the visibility for drivers, pedestrians and bicyclists near a freeway ramp or roadway. Lighting is considered warranted if a crash analysis indicates that at least 30% of crashes occur at night within last 5 years.

Lighting may be considered if either:

- a. A new pedestrian/bikeway is installed in an expressway
- b. High vehicle speed/volume sections exist with pedestrians/bikeway facilities

Light levels vary with the functional classification of the highway, the development of the adjacent area, and the level of nighttime activity.

Refer to Appendix B, Table B, C, and D.

Chapter 4.3– Roundabouts

For a roundabout to work effectively, motorists should be able to enter the roundabout, move through the circulating traffic, and separate from the circulating stream in an efficient manner. To accomplish this, motorists should be able to see the general layout and operation of the



intersection in time to make the appropriate maneuvers. Adequate lighting should therefore be provided at all roundabouts.

When lighting a roundabout, key decision points and conflict areas should be illuminated. Crosswalks should be considered a part of the roundabout. Lighting poles should be placed in advance of a crosswalk to provide positive contrast for pedestrians. See Appendix A, Figure A-6 for the conflict area of a roundabout.

Roundabout lighting is also intended to identify:

- a. Central island parameters
- b. Splitter island nose radii and offsets
- c. Merging and diverging traffic

The advantage of providing positive contrast is that the vehicle headlights help increase contrast and improve the visibility of pedestrians in the crosswalk.

Additional lighting should be provided on the approach nose of the splitter islands at all conflict areas where traffic is entering the roundabout and all places where the traffic exits the roundabout.

The recommended lighting levels for roundabouts is shown in Appendix B, Table E.

Chapter 4.4 – Railroad Grade Crossings

The purpose of railroad grade crossings lighting is to light the conflict area of the railroad crossings.

The conflict area includes the shoulders to 100 feet in front of the crossings in both directions.

Lighting poles should:

- a. Not be located closer than 33 feet from the railroad right of way.
- b. Be installed away from the tracks to avoid falling onto the tracks if knocked down.
- c. Not block visibility of the traffic signals used to warn drivers of approaching trains.

Designers should be familiar with road geometrics, including sidewalks, bikeways, signage, underground/overhead utilities, and railroad geometrics and crossing features.

Lighting may be provided at railroad grade crossings where a substantial amount of railroad operation is conducted at night, particularly where train speeds are low, where crossings are blocked for long periods, or a study indicates that motorists have trouble seeing trains or traffic control devices during the hours of darkness. For further information, see the CA MUTCD.

The recommended lighting levels for intersections with railroad crossings are shown in Appendix B, Tables A to G.



Chapter 4.5 – Park and Ride Lots

Lighting for park and ride lots should be considered carefully. There may be several reasons why lighting is not provided, e.g., in a rural area where power line extension charges would be excessive.

The following guidelines should be used in determining the amount of lighting to be installed where it has been determined that providing lighting without excessive cost is feasible:

- Design the lighting to provide minimum 0.2 fc (E_{min})
- Maximum uniformity ratio (E_{max}/E_{min}) of 20:1
- Design for all-night illumination.

Chapter 4.6 – Bus Stops

Bus stops qualify as major activity areas and are warranted for lighting. Particularly, bus stops within State highways, such as areas between Interchanges and at State-owned park & ride lots, should be lit. At locations within an interchange area where a special ramp for buses and a bus stop are provided, a minimum of one luminaire should be provided. Illumination should be provided at bus turn-outs, passenger loading areas, passenger benches, shelters, and crosswalks.

Lighting design should include bus turn-outs, passenger loading areas, passenger benches and shelters, and crosswalks.

The responsibility for lighting at bus stops may be shared with the local agency. The designer should consider illuminating bus stops with shelters as they usually result in higher passenger usage.

Illumination requirements are often a policy of individual local agencies; however, installing lighting that provides between 2 to 3 fc is the general recommendation.

A co-op agreement or maintenance agreement between Caltrans and the local Agency would ensure that operations and maintenance of lighting at bus stops are proportionally shared by the jurisdictions.

Chapter 4.7 – Overhead Signs

In general, all new Overhead sign panels will come with ASTM Type XI retroreflective sheeting that will not require lighting. See Traffic Operations Policy Directive 14-02 Revision 1.

However, lighting for overhead signs may be needed if a location meets one of the following criteria:

- Signs skewed with angles greater than 25 degrees and are not legible when illuminated by vehicle headlights.
- Signs adjacent to other signs requiring or having sign lighting.
- Signs located along a horizontal curve with a radii of 880 feet or less in rural areas and radii of 2,500 feet or less in urban areas.



- Where vertical sag curves 1,000 feet or closer to overhead sign panels will limit vehicle headlight illumination of signs.

The sign lighting equipment, number of fixtures, and installation details are shown in the Standard Plans.

Chapter 4.8 – Chain On/Off Areas

The purpose of lighting chain on/off areas is to improve safety for the travelling public when they are installing or removing chains. Lighting should illuminate pedestrians working along the roadside immediately adjacent to traffic. Increasing the lighting levels and lighting uniformity at chain on/off areas improves visibility for motorists.

- Design the lighting to provide minimum 3.0 fc (E_{avg})
- Maximum uniformity of 3:1 (E_{avg}/E_{min})

Chapter 4.9 – Falsework

Falsework lighting should be considered for all passageways, including pedestrian openings through or under falsework. The faces of all falsework and forms located within or adjacent to the traveled way should be illuminated on the approach sides during the hours of darkness.

Refer to Standard Specification Section 48-2 for more details on falsework lighting.

The illumination levels for falsework during construction activities are shown in Appendix B, Table G.

Chapter 4.10 – Tunnels

Tunnels should have sufficient illumination during the day so that vehicles inside the tunnel may be seen by approaching motorists. All interior walls and ceilings of tunnels to be lighted should be painted or tiled in a light color. All concrete surfaces to be painted should have a Class 1 finish. Tunnels less than 300 feet long normally do not require daytime lighting but interior walls and ceilings should be painted. Day and night lighting should be installed for tunnels that:

- Have vertical or horizontal curves in the road that may obstruct visibility;
- Are over 300 feet long; or
- Include walkways, pedestrians, or bicycle paths.

The recommended lighting level for tunnels is shown in Appendix B, Table C.

Designers should consult with the Division of Engineering Services, Office of Structure Design when designing non-standard poles and sign structures, modifying existing standards, and designing new traffic signal poles with special loading.

The Project Engineer should coordinate with the Office of Design and Technical Services to ensure that the proper structure design approach is included in the PS&E phase of the project.

To request the special design application, designers should complete and submit the “Signs and Overhead Structures” form to the Division of Engineering Services a minimum of three months



prior to the Ready to List phase of the project. Designers should also provide all required forms and supporting documents (layouts, cross sections, photos, etc.).

Chapter 4.11 – High Masts

The use of high mast lighting systems may be considered where regular lighting standards are difficult to install and maintain. However, high mast lighting should not be applied in substantially developed residential areas to avoid lighting trespass.

Selection between conventional and high mast units should consider several factors: installation and maintenance costs, traffic volume, and possibility of lighting pollution.

Conventional lighting often requires lower installation costs on non-interchange roadway segments, while high mast lighting is less expensive for interchange areas because of reduced conduits and conductors, and requirements for fewer lighting fixtures and poles.

Maintaining high mast lighting also costs less because it involves less extensive lane closures.

Regardless of whether high mast or conventional lighting are used, the same lighting levels and uniformity ratios should be used.

Chapter 4.12 – Temporary

A temporary lighting system may be used to light the work area and the adjacent roadway. These systems use existing or temporary poles to mount luminaires and may include high-mast lighting. Standard roadway luminaires are usually installed. Installing a temporary lighting system allows for uniform spacing of luminaires at high mounting heights, resulting in uniform lighting with low glare.

Temporary roadway lighting should be considered for the following circumstances:

- Abrupt changes in the roadway alignment, including lane reductions
- A medium or high pedestrian activity is present
- Locations with high traffic volumes
- Presence of a fixed roadway lighting system in the work area (existing light levels should be maintained, possibly augmented)
- The work area location is identified as having operational problems (e.g., a high nighttime crash rate)

Maintain required illumination during all construction activities, except when shutdown is permitted to allow for alterations or final removal of the system per the Project Engineer. Site preparation, widening, drainage, guardrail installation, or other work can easily impact existing conduit runs or luminaire locations. Also, changed conditions, such as merging, weaving, or unusual alignment due to traffic control, often require additional temporary illumination.

Note: The same lighting requirements apply whether a condition is temporary or permanent.



Chapter 5 – Structure Lighting Facilities

Chapter 5.1 – Introduction

Designers should consult with the Division of Engineering Services, Structure Design, Office of Electrical, Mechanical, Water & Wastewater (EMWW) for the following lighting applications.

These lighting applications are:

1. Road tunnels
2. Exclusive pedestrian facilities
 - 2.1. Undercrossings
 - 2.2. Overcrossings
3. Transportation-related facilities:
 - 3.1. Safety roadside rest areas
 - 3.2. Commercial vehicle enforcement facilities (truck inspections)
 - 3.3. Toll plazas
 - 3.4. Agriculture inspection facilities
 - 3.5. Maintenance stations
 - 3.6. Transportation labs

Conduit on structure should be run either parallel to or at right angles to the structure girders. A variation of ± 15 degrees is acceptable. Except for sidewalk joints, a conduit expansion fitting should be installed at each structure joint, hinge or abutment where a longitudinal movement of 0.5 inches or greater may occur. Where a lateral movement of 0.25 inches or greater may occur, an expansion-deflection fitting should be installed. Details for placement of expansion fittings and expansion-deflection fittings are shown in the Standard Plans.

Chapter 5.2 – Road Tunnels

The new tunnel lighting systems should be designed and installed to comply with the following applicable codes:

1. California Electrical Code
2. ANSI/IES RP-8-18 (Chapter 14-Tunnels)

Lighting for new road tunnels located in rural areas and lighting upgrades to existing road tunnels will be evaluated on case-by-case basis to determine if meeting specific design features is feasible and cost effective.

The road tunnel lighting fixtures must comply with the following criteria:

1. LED type
2. Addressable for remote monitoring and control
3. Continuously dimmable (from 10 percent to maximum output)

Road tunnel lighting consists of lighting for the tunnel approach and roadway inside the tunnel. The tunnel lighting control system should also be upgraded. Road tunnel lighting levels shall be evaluated using lighting software.



Chapter 5.3 – Exclusive Pedestrian Facilities

The lighting for exclusive pedestrian facilities within the freeway project is warranted at the following locations:

- a. Pedestrian undercrossings
- b. Pedestrian overcrossings

Lighting shall be provided on pedestrian undercrossings and overcrossings where the local agency agrees to assume ownership and cost of maintenance. Pedestrian undercrossings (no vehicular traffic) shall be provided with adequate daytime and nighttime illumination. The designer should coordinate with the Division of Engineering Services, Office of Design and Technical Services.

- a. Pedestrian Undercrossing

Lighting for long undercrossings should be considered carefully. The purpose of this lighting is for safety and security considerations. Undercrossings should also have daytime lighting.

The recommended maintained illuminance values for undercrossings are shown in table 5.1.

Table 5.1: Maintained Illuminance Values for Pedestrian Undercrossing

	Minimum E_{avg} (fc)	Maximum Uniformity E_{avg}/E_{min}
Day	9.3	3.0
Night	3.7	3.0

- b. Pedestrian Overcrossings

This section provides information needed for designing lighting systems used for pedestrian overcrossings. Pedestrian overcrossings are facilities that provide a connection between pedestrian walkways as well as connecting the bike paths. Therefore, the use of pedestrian overcrossings is limited to pedestrians and bicyclists.

In general, lighting is required to be installed on pedestrian overcrossings within Caltrans right of ways.

The location of the proposed overcrossing requires special consideration for lighting levels due to environmentally sensitive areas, such as rivers, creeks, and wetlands. Lighting installed on the overcrossing may produce glare that should be shielded from spreading to the structure where light can be a distraction for motorists using the highway and frontage road.

The design criteria for pedestrian overcrossings are based on horizontal and vertical illuminance. The required minimum for maintained horizontal illuminance provides visibility of bikeways and walkways surfaces and their boundaries for their respective users.



Table 5.2: Maintained Illuminance Values for Pedestrian Overcrossing

Mixed Pedestrian and Bicyclist	Minimum E_{avg} (fc)	Maximum Uniformity E_{avg}/E_{min}
	0.5	4.0

Consider limited hours of lighting or user-actuated lighting design to minimize unnecessary emissions when the bridge is not in use.

Chapter 5.4 – Transportation-Related Facilities

Lighting design for new transportation-related facilities and major renovations should be designed and constructed to exceed 15 percent of the applicable version of Title 24, Part 6 Building Energy Efficiency Standards.

Lighting for the transportation-related facilities consists of interior building lighting and exterior walkway or parking lot lighting for these facilities. The foot-candle requirements for interior spaces within these facilities should be as listed in the Maintenance Station Design Manual. The exterior walkway or parking lot lighting should follow the guidelines listed in the ANSI/IES RP-8-18.

In addition, the controls for interior and exterior lighting should meet all the mandatory and perceptive requirements of Title 24, Part 6.



Chapter 6 – Luminaires

Chapter 6.1 – Roadway Luminaires

Utility-owned semi-cutoff type luminaires should be provided with glare shields in rural areas.

Chapter 6.2 – Soffit Luminaires

Normally, the fixtures should not be located over the traveled way on freeways.

Chapter 6.3 – Wall Luminaires

Wall luminaires are fixtures designed to be surface mounted on vertical surfaces. However, a simple right-angle bracket permits mounting them from a horizontal surface such as the bottom slab of a box girder. They are used with the same lamps as soffit luminaires.



Chapter 7 – Lighting Software

Chapter 7.1 – Introduction

With this manual, Caltrans introduces a new tool to assist designers with designing roadway lighting. Lighting software applications will replace the old technique of using the Isofootcandle templates. The lighting industry is using lighting design analysis software that allows the importing of roadway CAD files. These CAD files typically contain roadway properties on different layers (e.g. edge of pavement, road shoulder, stationing, structures, curbs, sidewalks). Designers will need to eliminate and combine the layers into one layer, confirming the scales and units used in the files.

Chapter 7.2 – Lighting Design Using Software Applications

There are four basic steps to roadway lighting design using lighting analysis software applications:

1. Perform an initial assessment to become familiar with the project location and the specific design requirements;
2. Select the types of fixtures and poles to be used;
3. Determine lighting pole placements for constructability and maintainability; and
4. Perform appropriate lighting analysis to ensure conformance to design criteria and lighting levels.

Designers will utilize roadway CAD files and the lighting manufacturers' photometric files to calculate lighting levels for a roadway segment or an intersection. These photometric files are files with an IES file extension. The IES files include the photometric characteristics produced for each luminaire.

Chapter 7.3 – Software Applications and Validation

If time allows, field lighting measurements should be taken for a lighting project once it is installed and over time as the system ages. The Department should periodically validate luminaire photometrics, ensuring that the luminaires are providing the expected light output and distribution, and to confirm that lighting levels and lighting uniformity comply with recommended practice and design specifications.

ANSI/IES RP-8-18 "Recommended Practice for Design and Maintenance of Roadway and Parking Facility Lighting," provides detailed instruction on how lighting measurements should be conducted in the field.



Appendix A – Figures and Diagrams (Typical)

Figure A - 1: Freeway Lighting

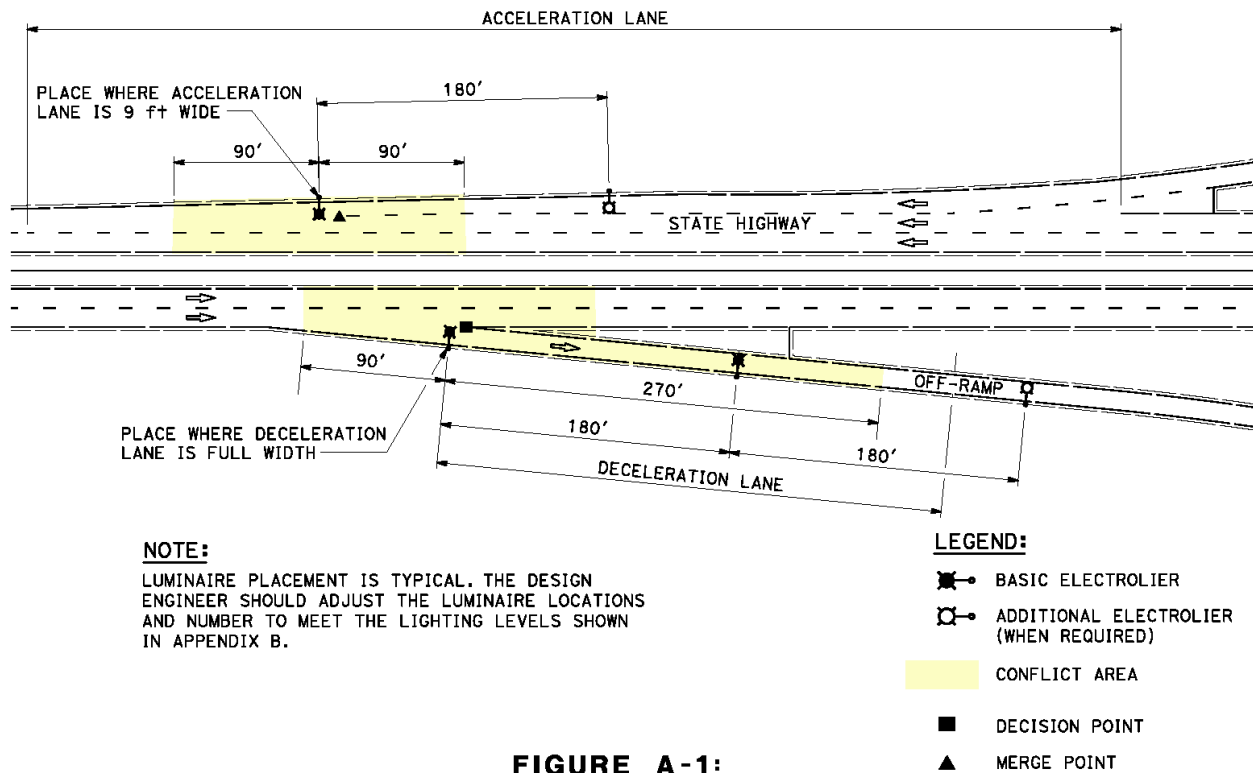


FIGURE A-1:
FREEWAY LIGHTING
NO SCALE



Figure A - 2: Freeway Lighting

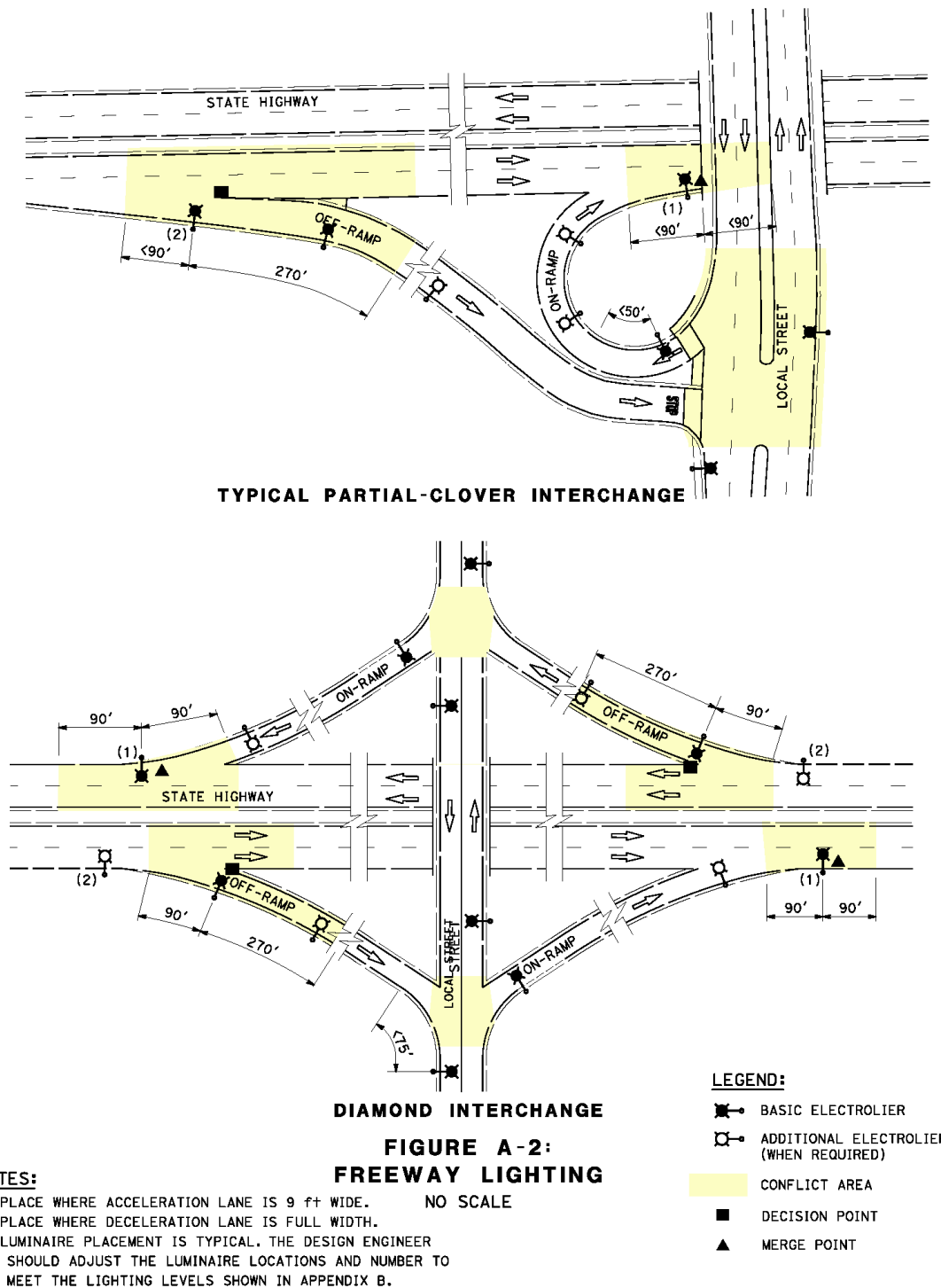
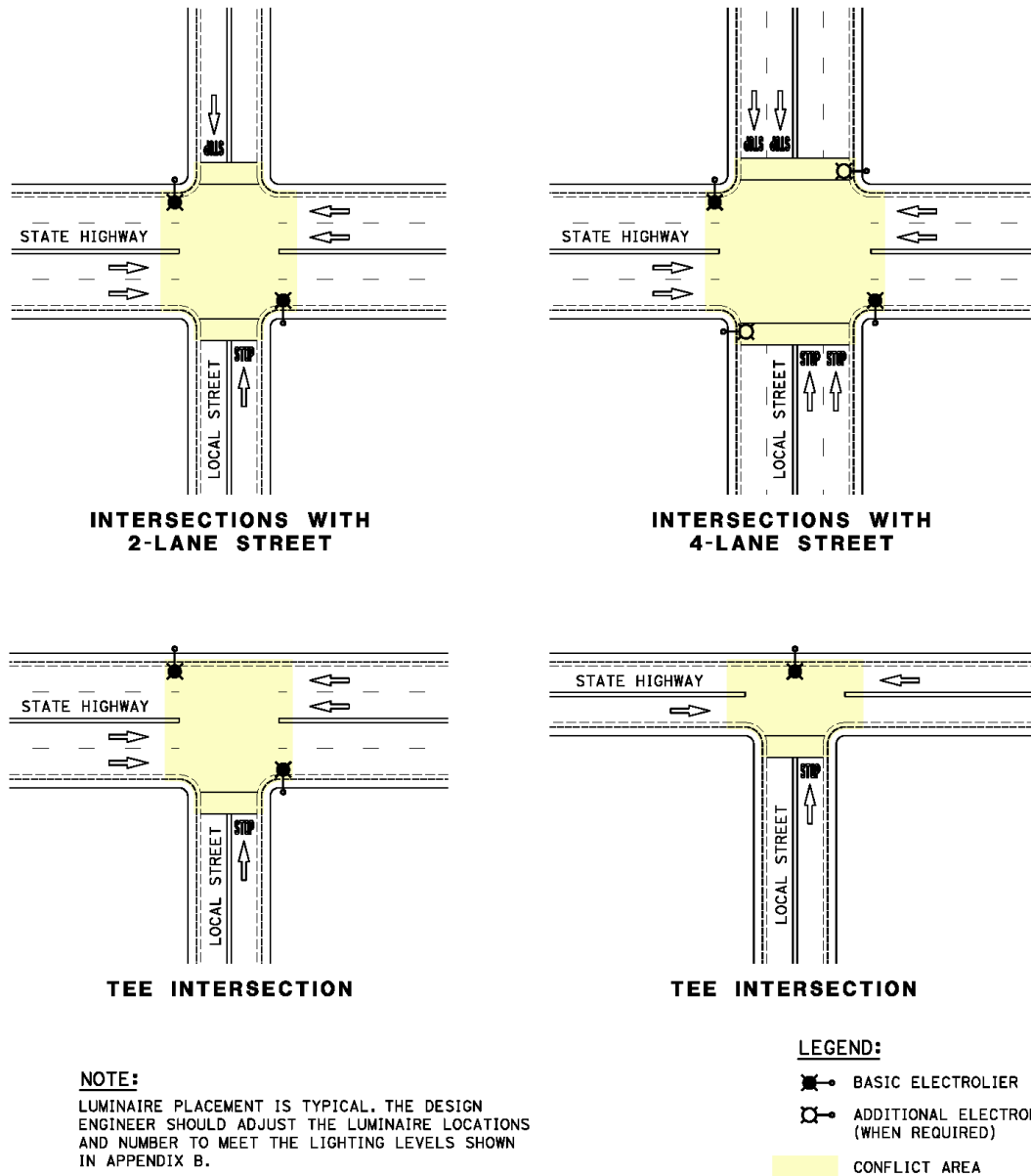




Figure A - 3: Intersection Lighting

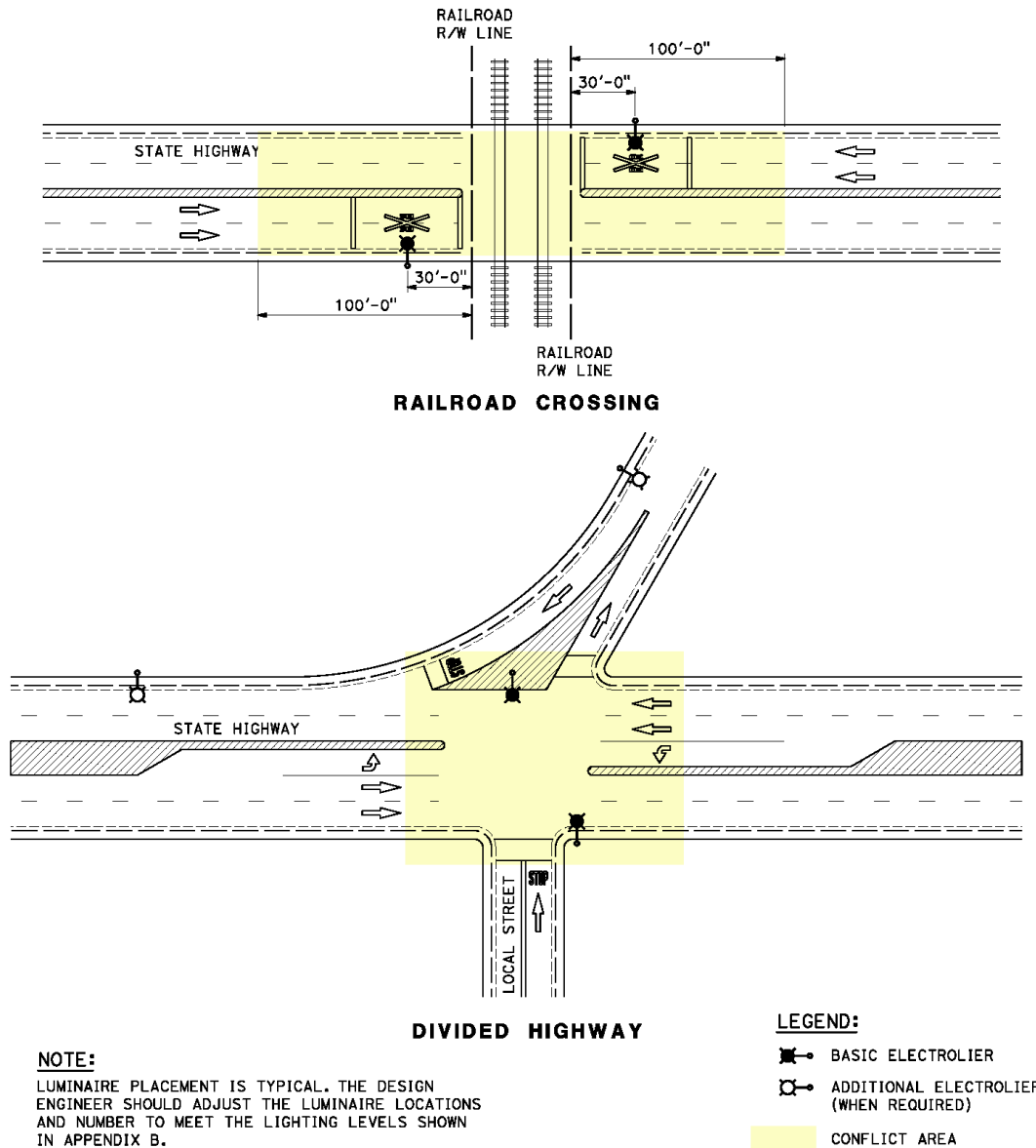


**FIGURE A-3:
INTERSECTION LIGHTING**

NO SCALE



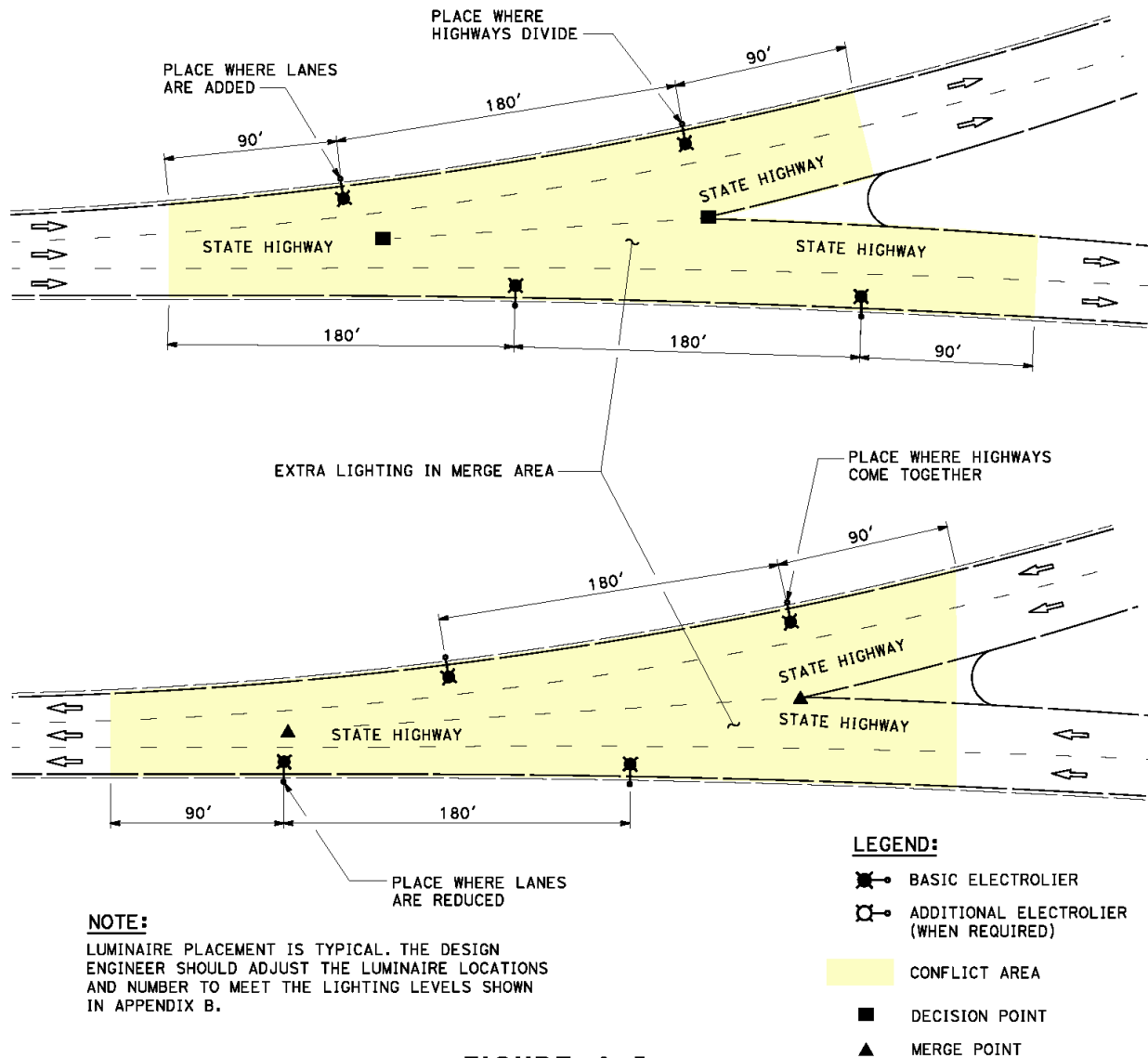
Figure A - 4: Railroad Crossing and Intersection Lighting



**FIGURE A-4:
RAILROAD CROSSING AND
INTERSECTION LIGHTING**
NO SCALE



Figure A - 5: Freeway to Freeway Connections



**FIGURE A-5:
FREEWAY TO FREEWAY CONNECTIONS**
NO SCALE



Figure A - 6: Roundabout Lighting



Note:

For Guidance on Luminaire Placement, See Chapter 4.3, Roundabouts

Drawing Source: ANSI/IES RP-8-18

LEGEND

 **CONFLICT AREA**

**FIGURE A - 6:
ROUNABOUT LIGHTING
NO SCALE**



Appendix B – Tables

Lighting Design Criteria for Highways

Freeway lighting levels shown in Table A are based on roadways with limited access and low (or even no) significant pedestrian or bicyclist activity.

Expressway lighting levels are higher than freeway lighting levels. This is due to the increase in conflict points at intersections and driveways and a low level (less than 100 per hour) of pedestrian presence.

All lighting levels shown are in illuminance. The 2018 Illumination Engineering Society (IES)/ANSI RP8 recommends luminance for some values, but illuminance is chosen for Caltrans, since it is simpler to verify in the field. 2018 ANSI/IES RP8 chapter 3.2 gives luminance to illuminance conversion for R2 or R3 class roadway surface². The conversion factor is 1 cd/m² to 1.39 fc. The calculation is shown below.

$$1 \frac{cd}{m^2} * \frac{15 lux}{1 \frac{cd}{m^2}} * \frac{1 fc}{10.76 lux} = 1.39 fc$$

Roadway 10 (R10) luminaires are typically mounted on Type 15 standards for conventional highway lighting.

Roadway 11 (R11) luminaires are typically mounted on Type 15 standards for expressways.

Roadway 12 (R12) luminaires are typically mounted on non-Type 15 standards for freeways.

² R2 or R3 class roadway surfaces represent asphalt road surfaces. These are the worst-case scenario for light reflectance. For more information, see 2018 Illumination Engineering Society (IES)/ANSI RP8 publication 3.1.5 pavement classification.



Table A³: Design Criteria for Highways

Roadway Classification	Minimum E_{avg} (fc)	Maximum Uniformity E_{avg}/E_{min}
Freeway	0.8	3.5
Expressway	1.4	3.0
Conventional	1.4	3.0

³ Reference to 2018 Illumination Engineering Society (IES)/ANSI RP8 publication, table 10-1: Example: freeway and expressway, with no or low pedestrian (i.e. less than 10 pedestrians per hour at nighttime).



Lighting Design Criteria for Isolated Intersection

Lighting may be required at an isolated intersection where continuous lighting does not exist. Lighting levels for isolated intersections should meet the light levels for the type of road where the intersection is located. The values included in Table B are based on R2 and R3 pavement classifications.

When the intersection roadways have different classification, the intersection is classified as the higher ADT classification.

Table B⁴: Lighting Design Criteria for Isolated Intersection Lighting

Roadway Classification	PED/hr	Minimum E_{avg} (fc)	Maximum Uniformity E_{avg}/E_{min}
Major Intersection	< 100	0.8	3.0
Collector Intersection	< 100	0.6	4.0
Local Intersection	< 100	0.4	6.0

⁴ Reference to 2018 IES/ANSI RP8 publication, table 12-2: Example: freeway and expressway, with low or medium pedestrian (i.e. less than 100 pedestrians per hour).



Lighting Design Criteria for Streets

Street lighting is provided for roads where pedestrians and bicyclists are present. These roads can range from major to collector streets and require different lighting levels based on the expected pedestrian volumes. The recommended values for street lighting are shown in Table C.

Table C⁵. Lighting Design Criteria for Streets

Roadway Classification	PED/hr	Minimum E_{avg} (fc)	Maximum Uniformity E_{avg}/E_{min}
Major	> 100	1.67	3.0
Collector	> 100	1.11	3.0

Illumination for Intersections

The recommended lighting levels for intersections of continuously lit roadways are based on the functional classifications of the intersecting roadways and level of pedestrian use. The values are taken from Table 11-1 in ANSI/IES RP-8-18 "Recommended Practice for Design and Maintenance of Roadway and Parking Facility Lighting." The functional classifications of roadways are based on the Institute of Transportation Engineers (ITE) Guidelines for Residential Subdivision Street Design:

- Major – Over 3,500 ADT
- Collector – 1,501 to 3,500 ADT
- Local – 100 to 1,500 ADT

⁵ Based on RP8, table 11-1: Use the table based on the number of pedestrians (medium or high).



Table D⁶: Pavement Illuminance Criteria for Full Intersection Lighting

Roadway Intersection Classification	PED/hr	Minimum E_{avg} (fc)	Maximum Uniformity E_{avg}/E_{min}
Major/Major or Major/Collector or Major/Local	> 100	3.2	3.0
Major/Major or Major/Collector or Major/Local	< 100	2.4	3.0
Collector/Collector or Collector/Local or Local/Local	> 100	2.2	4.0
Collector/Collector or Collector/Local or Local/Local	< 100	1.7	4.0

Table D should be used for Full Intersections Lighting with high pedestrian level, e.g., community facilities; libraries; recreation centers; near major airport; truck, rail, or bus terminals; activity centers, such as a central business center to large town centers, shopping center, or malls; large colleges; medical complexes; military bases and large institutional facilities; major industrial or commerce centers; and major recreational areas.

⁶ Based on RP8, table 12-1 for intersections with a high pedestrian level.

For high pedestrian locations the pedestrian volumes are more than 100 pedestrians/hour at nighttime. For medium pedestrian locations the pedestrian volumes are within 11 to 100 pedestrians/hour at nighttime. For low pedestrian locations the pedestrian volumes are less than 10 pedestrians/hour at nighttime for isolated locations.



Table E⁷: Recommended Pavement Illuminance for Roundabouts, Based on Pedestrian Activity Classification

Roadway Classification	Ped/hr	Minimum E_{avg} (fc)	Maximum Uniformity E_{avg}/E_{min}
Major/Major or Major/Local or Major/Collector	> 100	3.2	3.0
Major/Major or Major/Local or Major/Collector	< 100	2.4	3.0
Collector/Collector or Collector/Local or Local/Local	> 100	2.2	4.0
Collector/Collector or Collector/Local or Local/Local	< 100	1.7	4.0
Local/Local & Isolated	> 100	1.7	6.0
Local/Local & Isolated	< 100	1.3	6.0

Table F – Criteria for Lighting Area Longitudinal Addition at Exit and Entrance Ramps

Freeway ADT	Exit Ramp Volume		Entrance Ramp Volume	
>75,000	>300 vph	+90 feet downstream	>300 vph	+90 feet upstream
>150,000	>700 vph	+180 feet downstream	>700 vph	+180 feet upstream

⁷ Based on the ANSI/IES RP8 Table 12-4. The lighting levels are recommended for continuously lighted streets. For roundabouts on roadways that are not continuously lighted, the values for the local/local classifications should be used.



Table G – Falsework Illumination Levels

The minimum average illumination levels for falsework during construction are shown in the following table:

Minimum Average Illumination Levels

Illumination Area	Minimum E_{avg} (fc)
Pavement	0.8
Portal	1.0
Pedestrian Walkway	2.0



Table H – Relationship Between Older LED Luminaires and LED Newer Luminaires Usage

Roadway Intersection Classification	PED/hr	Typical Older Luminaire	Typical Newer Luminaire
Major/Major or Major/Local or Major/Collector	> 100	Roadway 2	Int L – A or Int M – A
Major/Major or Major/Local or Major/Collector	< 100	Roadway 2	Int L – B or Int M – B
Collector/Collector or Collector/Local or Local/Local	> 100	Roadway 2	Int M – A
Collector/Collector or Collector/Local or Local/Local	< 100	Roadway 2	Int M – B
Isolated Major Intersection	< 100	Roadway 2	Int L – C
Isolated Collector Intersection	< 100	Roadway 2	Int M – C
Isolated Local Intersection	< 100	Roadway 2	Int S – C
Conventional Highway		Roadway 1	Roadway 11
Expressway		Roadway 1	Roadway 11
Freeway		Roadway 2	Roadway 12



Appendix C – Application Policies

Lighting policies

[Breakaway/Slip Base Under Standards Located Along Freeways, Expressways, and Conventional Highways](#) – 10/15/1987

[Nonstandard Lighting Poles on Conventional State Highway Installed and Maintained by Others](#) – 1/25/1991

[Catwalks on Overhead Sign Structures](#) – 8/16/1991

[Clarification on Lighting of Sag Vertical Curves with Nonstandard Stopping Sight Distance](#) – 5/11/1993

[Lighting for Nonstandard Sag Vertical Curves](#) – 6/16/1993

[Updated Managed Lane Design TOPD](#) – 4/7/2011

[Overhead Guide Sign Policy on the State Highway System](#) – 12/11/2014: Revision 1 and Follow-up memo dated 8/24/2015 for Implementation of Retroreflective Sheeting (Types VIII, IX, or XI) for Fluorescent Orange



Appendix D – Definition of Terms

adaptation: process by which the visual system becomes accustomed to different light intensity or different light colors than it was exposed to previously. It results in a change in the sensitivity of the eye to light.

ambient lighting: general lighting used to provide visibility in a built environment. Ambient lighting includes both artificial and natural lighting and does not include task lighting and accent lighting.

arterial: see Roadway Classification - Major

ballast: device used with an electric-discharge lamp to obtain the necessary circuit conditions (voltage, current, and waveform) for starting and operating.

bikeway: any road, street, path, or way that in some manner is specifically designated as being open to bicycle travel, regardless of whether such facilities are designated for the exclusive use of bicycles or are to be shared with other transportation modes.

brightness: see luminance and subjective brightness.

conflict: occurs whenever the paths followed by vehicles diverge, merge, or cross.

conflict area: area of a roadway where the motorist's special attention is required to interpret the functional features (e.g. bullnose) and/or activities (e.g. pedestrians, turning vehicles, railroad grade crossing) of the roadway, to decide on their driving routine. It is that area which encompasses all the conflict points.

conflict point: point at which conflicts can occur.

continuous lighting: fixed overhead lighting system designed to provide a specific level of illuminance, luminance and uniformity of light on the roadway throughout a highway complex.

contrast: see luminance contrast.

correlated color temperature (CCT): unlike the color rendering index (CRI), which describes how faithfully a light source represents other objects, the correlated color temperature (CCT) describes the color output of the lamp itself. Some common CCT values include:

- 2700K, with a warm tinge of yellow that creates appealing and relaxing environments
- 4000K, a neutral white tone that strikes just the right balance between relaxation and concentration
- 6500K, with a slight tinge of blue, which has an energizing effect

Although the correct technical term is correlated color temperature, it is often shortened to only color temperature. It is also important to note that the CCT is not the real operating temperature of a lamp; it is the temperature to which you would have to heat a black body to make it glow with the same color. For example, an LED bulb with a CCT of 5000K glows in the same color as a black body heated to a real temperature of 5000K, but the LED bulb itself does not reach that temperature.



crosswalk: see pedestrian crosswalk.

darkness: any time from one-half hour after sunset to one-half hour before sunrise and any other time when visibility is not sufficient to render clearly discernible any person or vehicle on the highway at a distance 1,000 feet.

discomfort glare: glare producing discomfort. It does not necessarily interfere with visual performance or visibility.

expressway: divided highway with partial control of access.

footcandle, fc: unit of illuminance when a foot is taken as the unit of length. It is the illuminance on a surface that is one square foot in area, on which there is a uniformly distributed flux of one lumen. Or, it is the illuminance produced on a surface of all points that are one foot from a directionally uniform point source of one candela.

glare: sensation produced by luminance within the visual field that is sufficiently greater than the luminance to which the eyes are adapted to cause annoyance, discomfort, or loss in visual performance and visibility. Visual impairment caused by a bright source of light, directly visible or reflected by a surface. There are two types of glare:

- Discomfort glare causes an instinctive reaction to close the eyes and look away. This is the type of glare felt when exposed to a potent HID light or when the sun is directly visible through a window.
- Disability glare impairs vision but does not cause the same reaction as discomfort glare. If a light source gets reflected on your laptop screen, for example, it does not bother your eyes but distinguishing objects on the screen may be impossible.

high-intensity discharge (HID): type of lighting often used for industrial and outdoor settings due to its powerful output. Some examples of HID lighting are mercury-vapor, metal-halide, xenon, high-pressure sodium, and low-pressure sodium lamps.

high mast lighting: illumination of a large area by means of a group of luminaires that are designed to be mounted in fixed orientation at the top of a high support or pole (generally 20 meters or higher).

high-pressure sodium (HPS): subtype of HID lighting where excited sodium vapor is the source of light. The lighting output of HPS lamps is characterized by its warm yellow hue, and are commonly used in cobra-head street lights.

Illuminating Engineering Society of North America (IESNA): technical authority in the lighting industry, with dozens of publications to its credit. IESNA has members and recognition throughout the world.



illuminance: density of luminous flux incident on a surface, measured in footcandles, or fc (or lux, lx). One footcandle is the illumination of a surface one square foot in area on which there is a uniformly distributed luminous flux of one lumen. One footcandle is 10.76 lux. The illuminance requirements of built environments are determined by their intended purpose, and there are two common units of measurement:

- Lux - Equivalent to one lumen per square meter.
- Footcandle - Equivalent to one lumen per square foot.

Higher illuminance levels make surfaces appear brighter to the human eye and improve visibility.

interchange: road junction that uses grade separation, and typically one or more ramps, to permit traffic on at least one highway to pass through the junction without interruption from other crossing traffic streams.

intersection: general area where two or more roadways (highways) join or cross, including the roadway and roadside facilities for traffic movement within it.

isolated Interchange: separated roadway crossing with one or more ramp connections between the crossing roadways, which is lighted and is not part of a continuous roadway system.

isolated Intersection: lighted area in which two or more non-continuously lighted roadways join or cross at the same level

kelvin (K): measurement unit for temperature, although in the lighting industry it is more commonly used to indicate the CCT of light sources.

kilowatt (kW): measurement unit for electric power, equivalent to 1000 watts; thus, a 10kW light = 10,000 watts. This term should not be confused with kilowatt-hour. See watt.

kilowatt-hour (kWh): measurement unit for energy consumption. As implied by its name, it is equivalent to the amount of energy consumed by a one-kilowatt appliance running for one hour. Electric utility bills are often calculated based on kilowatt-hour consumption per month. This term should not be confused with kilowatt.

L70: extrapolated life in hours of the luminaire when the luminous output depreciates 30 percent from the initial values.



lamp: a generic term for an artificial source of light.

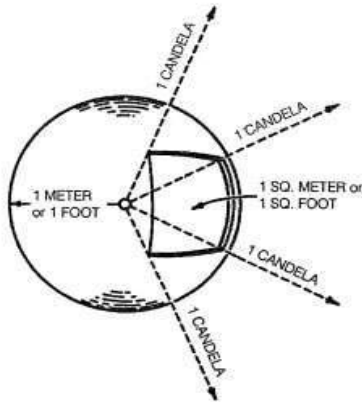


Figure 2 – Relationship between candelas, lumens, lux, and footcandles:

A uniform point source (luminous intensity or candlepower = one candela) is shown at the center of a sphere of unit radius whose surface has a reflectance of zero. The illuminance at any point on the sphere is one lux (one lumen per square meter) when the radius is one meter, or one footcandle (one lumen per square foot) when the radius is one foot. The solid angle subtended by the area A, B, C, D is one steradian. The flux density is therefore one lumen per steradian, which corresponds to a luminous intensity of one candela as originally assumed. The sphere has a total area of 4 (or 12.57) square units (square meters or square feet), and there is a luminous flux of one lumen falling on each unit area. Thus, the source provides a total of 12.57 lumens.

lamp lumen depreciation factor (LLD): multiplier to be used in calculations to relate the initial rated output of light sources to the anticipated minimum output based on the relamping program to be used.

LED (light-emitting diode): solid-state component that emits light when exposed to electric current. LED lighting represents the state-of-the-art in the industry, outclassing most other types of lighting in terms of energy efficiency, design flexibility, and colors of light available.

light: visually evaluated radiant energy.

lighting standard: pole and mast arm supporting the luminaire.

lumen: measurement unit for the lighting output of lamps or fixtures. The total lumens emitted and their spatial distribution are of paramount importance when creating appealing and luxurious indoor spaces. In lighting, lumens can be compared to miles traveled and watts can be compared to fuel consumption. Radiometrically, it is determined from the radiant power. Photometrically, it is the luminous flux emitted within a unit solid angle (one steradian) by a point source having a uniform luminous intensity of one candela.



luminance, L (cd/m²): quotient of the luminous flux at an element of the surface surrounding the point and propagated in directions defined by an elementary cone containing the given direction, by the product of the solid angle of the cone and area of the orthogonal projection of the element of the surface on a plane perpendicular to the given direction. The luminous flux may be leaving, passing through, and/or arriving at the surface. Note: In common usage the term "brightness" usually refers to the strength of sensation which results from viewing surfaces or spaces from which light comes to the eye. This sensation is determined in part by the measurable luminance defined above and in part by conditions of observation such as the state of adaptation of the eye.

luminance (photometric brightness): quantity of luminous flux emitted, reflected, or transmitted from a surface in a direction, measured in cd/feet² or cd/m². This is the property of light we can visibly see with our eyes.

Term	Symbol	English Unit	Metric Unit	Relationship
Luminous Intensity	I	candela (cd)		$I = \phi / \omega, \omega = A / r^2$
Luminous Flux	ϕ	lumens (lm)		$\phi = I \omega$
Luminous Exitance	M	lm/ft ²	lm/m ²	$M = \phi' / A$
Illuminance	E	fc = lm/ft ²	lx = lm/m ²	$E = \phi / A \quad 1 \text{ fc} = 10.76 \text{ lx}$
Luminance	L	cd/ft ²	cd/m ²	$L = I / A \cos \theta$

luminaire: includes the lamp, the ballast or driver, internal wiring, reflectors, lens and any additional components required to deliver light. A complete lighting unit consisting of a lamp or lamps together with the parts designed to distribute the light, to position and protect the lamps and to connect the lamps to the power supply. Sometimes includes ballasts and photocells. Assembly that houses the light source and controls the light emitted from the light source.

luminaire cycle: distance between two luminaires along one side of the roadway. Note: this may not be the same as luminaire spacing along the centerline considering both sides of the road. (See spacing.)

luminous flux: luminous flux is the measure of the total amount of energy radiated per second from a light source in all directions. It is measured in lumens. One lumen is defined as the luminous flux of the uniform point light source having a luminous intensity of 1 candela

luminous flux density at a surface: luminous flux per unit area at a point on a surface. Note: this need not be a physical surface; it may equally well be a mathematical plane.

luminous intensity: lighting emission in a specific direction, measured in candelas. Luminous intensity changes depending on the viewing angle. Not to be confused with luminous flux.

lux: SI unit for illuminance, or lumens per unit of area. One lux is equivalent to one lumen per square meter. A key component of lighting designed is achieving a suitable illuminance level depending on the application at hand. It is the illuminance on a surface one square meter in area on which there is a uniformly distributed flux of one lumen, or the illuminance produced at a surface all points that are at a distance of one meter from a uniform point source of one candela. Conversion Formula: fc x 10.8 = Lux.



mercury lamp: subtype of HID lamp that produces its lighting output by stimulating mercury vapor, hence its name. Mercury lamps may use a phosphor coating to enhance lighting performance and are commonly used in outdoor and industrial lighting applications.

mounting height: vertical distance between the roadway surface and the center of the apparent light source of the luminaire.

overcrossings (For pedestrians/Bikeway): overcrossing is a facility that provides a connection between pedestrian walkways/bikeways or roads open to pedestrian walkways/bicycling.

pedestrian classification:

high: areas with significant numbers of pedestrians expected to be on the sidewalks or crossing the streets during darkness. Examples are downtown retail areas, near theaters, concert halls, stadiums, and transit terminals.

medium: areas where lesser numbers of pedestrians use the streets at night. Typical are downtown office areas blocks with libraries, apartments, neighborhood shopping, industrial, older city areas, and streets with transit lines.

low: areas with very low volumes of night pedestrian usage. These can occur in any of the cited roadway classifications but may be typified by suburban single-family streets, very low-density residential developments, and rural or semi-rural areas.

pedestrian crosswalk: area designated by markings for pedestrians to cross the roadway.

pull box: box with a cover that is installed in an accessible place in a conduit run to facilitate pulling in wires or cables.

roadway classification:

major: part of the roadway system that serves as the principal network for through-traffic flow. The routes connect areas of principal traffic generation and important rural roadways leaving the city. Also, often known as “arterials,” “thoroughfares,” or “preferential.”

collector: roadways servicing traffic between major and local streets. These are streets used mainly for traffic movements within residential, commercial, and industrial areas. They do not handle long, through trips.

local: local streets are used primarily for direct access to residential, commercial, industrial, or other abutting property.

spacing: distance between successive luminaires measured along the center line of the street. See luminaire cycle.

subjective brightness: subjective attribute of any light sensation given rise to the perception of luminous intensity, including the whole scale of qualities of being bright, lightness, brilliant, dim, or dark.

surface street: street that is not a freeway and has at-grade intersections with other surface streets.



tunnel: as defined by the American Association of State Highway and Transportation Officials (AASHTO) Technical Committee for Tunnels (T-20) are enclosed roadways with vehicle access that is restricted to portals regardless of the structure type or construction method. The committee further defines road tunnels not to include enclosed roadways created by highway bridges, railroad bridges, or other bridges. This definition applies to all types of tunnel structures and tunnels, mined and bored tunnels in rock and soft ground, and immersed tunnels.

undercrossing (pedestrians crossing/bikeway): pedestrian undercrossing and bicycle undercrossing are facilities that provide a connection between pedestrian walkways/bikeways or roads open to pedestrian walkways/bicycling.

visibility: quality or state of being perceivable by the eye. In many outdoor applications, visibility is sometimes defined in terms of the distance at which an object can be just perceived by the eye. In indoor and outdoor applications, it is usually defined in terms of the contrast or size of a standard test object, observed under standardized viewing conditions, having the same threshold as the given object.

walkway: sidewalk or pedestrian way.

warrant: threshold condition based upon average or normal conditions that, if found to be satisfied as part of an engineering study, shall result in analysis of other traffic conditions or factors to determine whether a traffic control device or other improvement is justified. Warrants are not a substitute for engineering judgment. The fact that a warrant for a traffic control device is met is not conclusive justification for the installation of the device.

watt: measurement unit for the electric power consumption of lighting fixtures, or any other appliance that runs with electricity. In lighting, lumens can be compared to miles traveled and watts can be compared to fuel consumption.



Appendix E – References

California Department of Transportation. *Traffic Manual*. November 2002. Sacramento.

Illuminating Engineering Society. *American National Standard Practice for Design and Maintenance of Roadway and Parking Facility Lighting – ANSI/IES RP-8-18*. 2018. New York, NY.

U.S. Department of Transportation, Federal Highway Administration. *Roundabouts: An Informational Guide*. June 2000. Washington D.C.

COUNTERMEASURE TOOLBOX ATTACHMENT
CALTRANS ROADWAY LIGHTING MANUAL TABLE D



Table D⁶: Pavement Illuminance Criteria for Full Intersection Lighting

Roadway Intersection Classification	PED/hr	Minimum E_{avg} (fc)	Maximum Uniformity E_{avg}/E_{min}
Major/Major or Major/Collector or Major/Local	> 100	3.2	3.0
Major/Major or Major/Collector or Major/Local	< 100	2.4	3.0
Collector/Collector or Collector/Local or Local/Local	> 100	2.2	4.0
Collector/Collector or Collector/Local or Local/Local	< 100	1.7	4.0

Table D should be used for Full Intersections Lighting with high pedestrian level, e.g., community facilities; libraries; recreation centers; near major airport; truck, rail, or bus terminals; activity centers, such as a central business center to large town centers, shopping center, or malls; large colleges; medical complexes; military bases and large institutional facilities; major industrial or commerce centers; and major recreational areas.

⁶ Based on RP8, table 12-1 for intersections with a high pedestrian level.

For high pedestrian locations the pedestrian volumes are more than 100 pedestrians/hour at nighttime. For medium pedestrian locations the pedestrian volumes are within 11 to 100 pedestrians/hour at nighttime. For low pedestrian locations the pedestrian volumes are less than 10 pedestrians/hour at nighttime for isolated locations.

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LEFT TURN LANE WARRANTS - AASHTO GREEN BOOK
2018

9.7.3 Design Treatments for Left-Turn Maneuvers

9.7.3.1 Guidelines for Provision and Design of Left-Turn and Bypass Lanes

Many factors enter into the choice of type of intersection and the extent of design of a given type, but the principal controls are the design-hour traffic volume, the character or composition of traffic, and the design speed. The character of traffic and design speed affects many details of design, but in choosing the type of intersection they are not as significant as the traffic volume. Of particular significance are the actual and relative volumes of traffic involved in various turning and through movements.

In designing an intersection, left-turning traffic should be removed from the through lanes, whenever practical. Therefore, provisions for left turns (i.e., left-turn lanes) have widespread application. Ideally, left-turn lanes should be provided at driveways and street intersections along major arterial and collector roads wherever left turns are permitted. In some cases or at certain locations, providing for indirect left turns (jughandles, U-turn lanes, and diagonal roadways) may be appropriate to reduce crash frequencies and preserve capacity. The provision of left-turn lanes has been found to reduce crash rates anywhere from 20 to 65 percent (18). Left-turn facilities should be established on roadways where traffic volumes are high enough or crash histories are sufficient to warrant them. They are often needed to provide adequate service levels for the intersections and the various turning movements.

Figures 9-5B and 9-6B provide examples of bypass lanes, which are added to the outside edge of the approach, allowing through vehicles to pass left-turning vehicles on the right, while Figures 9-5C and 9-6C show traditional left-turn lanes. Regardless of the treatment, consideration of traffic demand, delay savings, crash reduction, and construction costs are all key factors in determining whether to install a left-turn lane or a bypass lane. Research on left-turn accommodations at unsignalized intersections (16) produced warrants for the installation of left-turn lanes and bypass lanes that account for those factors. Traffic-volume-based guidelines for where left-turn lanes should be provided are presented in:

- Table 9-24 and Figure 9-35 for arterials in urban areas
- Table 9-25 and Figure 9-36 for two-lane highways in rural area
- Table 9-26 and Figure 9-37 for four-lane highways in rural areas

These tables and figures are applicable at unsignalized intersections with streets and driveways where the major road is uncontrolled and the minor-road approaches are stop- or yield-controlled. Several documents for both signalized and unsignalized intersections provide guidance on left-turn lanes (19, 28, 34). These guidelines discuss the need for left-turn lanes based upon (a) the number of arterial lanes, (b) design and operating speeds, (c) left-turn volumes, and (d) opposing traffic volumes. The volume-based guidelines or warrants presented below indicate situations where a left-turn lane may be desirable, not necessarily situations where a left-turn lane is definitely needed.

Table 9-24. Suggested Left-Turn Lane Guidelines Based on Results from Benefit–Cost Evaluations for Unsignalized Intersections on Arterials in Urban Areas (16)

Left-Turn Lane Peak-Hour Volume (veh/h)	Three-Leg Intersection, Major-Road Volume (veh/h/ln) that Warrants a Left-Turn Lane	Four-Leg Intersection, Major-Road Volume (veh/h/ln) that Warrants a Left-Turn Lane
5	450	50
10	300	50
15	250	50
20	200	50
25	200	50
30	150	50
35	150	50
40	150	50
45	150	< 50
50 or More	100	< 50

Note: These guidelines apply where the major road is uncontrolled and the minor-road approaches are stop- or yield-controlled. Both the left-turn peak-hour volume and the major-road volume warrants should be met as shown in Figure 9-35.

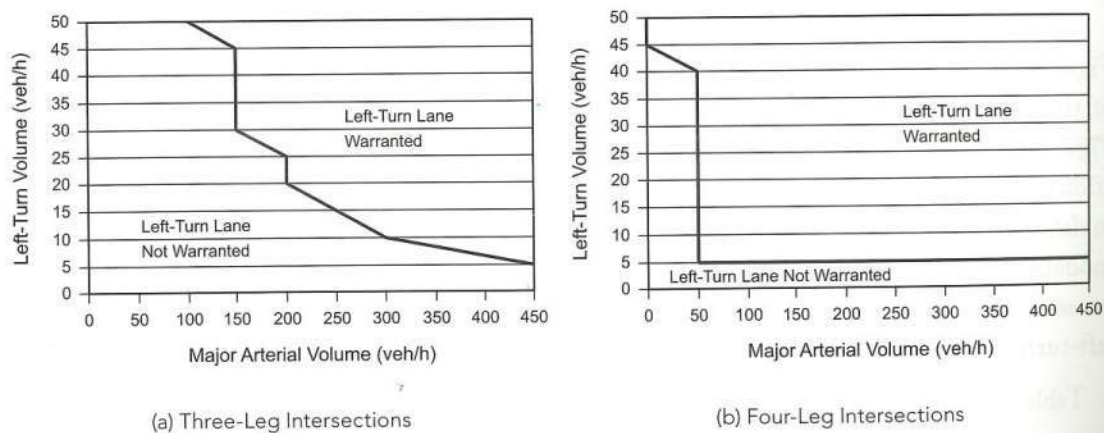
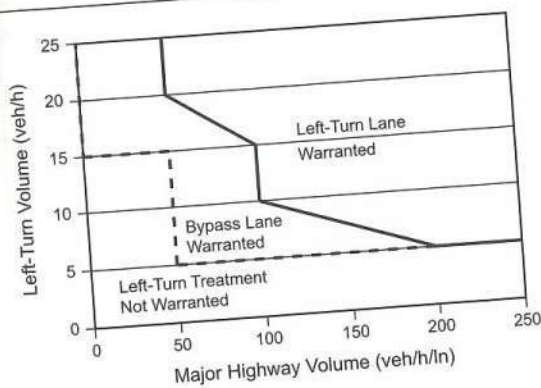


Figure 9-35. Suggested Left-Turn Lane Warrants Based on Results from Benefit–Cost Evaluations for Intersections on Arterials in Urban Areas (16)

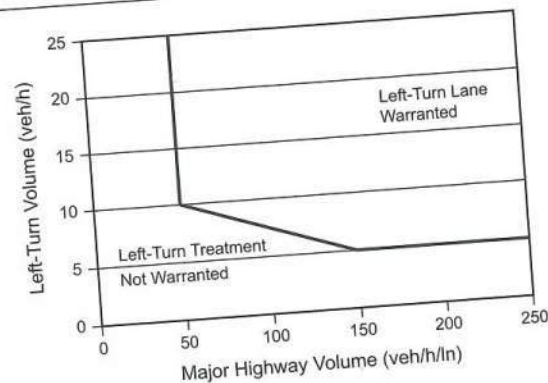
Table 9-25. Suggested Left-Turn Treatment Guidelines Based on Results from Benefit-Cost Evaluations for Intersections on Two-Lane Highways in Rural Areas (16)

Left-Turn Lane Peak-Hour Volume (veh/h)	Three-Leg Intersection, Major-Road Two-Lane Highway Peak-Hour Volume (veh/h/ln) that Warrants a Bypass Lane	Three-Leg Intersection, Major-Road Two-Lane Highway Peak-Hour Volume (veh/h/ln) that Warrants a Left-Turn Lane	Four-Leg Intersection, Major-Road Two-Lane Highway Peak-Hour Volume (veh/h/ln) that Warrants a Left-Turn Lane
5	50	200	150
10	50	100	50
15	< 50	100	50
20	< 50	50	< 50
25	< 50	50	< 50
30	< 50	50	< 50
35	< 50	50	< 50
40	< 50	50	< 50
45	< 50	50	< 50
50 or More	< 50	50	< 50

Note: These guidelines apply where the major road is uncontrolled and the minor-road approaches are stop- or yield-controlled. Both the left-turn peak-hour volume and the major-road volume warrants should be met as shown in Figure 9-36.



(a) Three-Leg Intersections



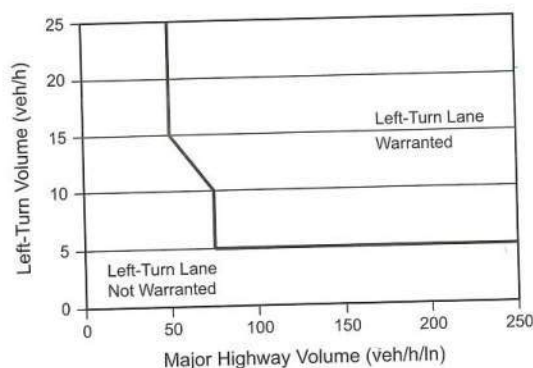
(b) Four-Leg Intersections

Figure 9-36. Suggested Left-Turn Treatment Warrants Based on Results from Benefit-Cost Evaluations for Intersections on Two-Lane Highways in Rural Areas (16)

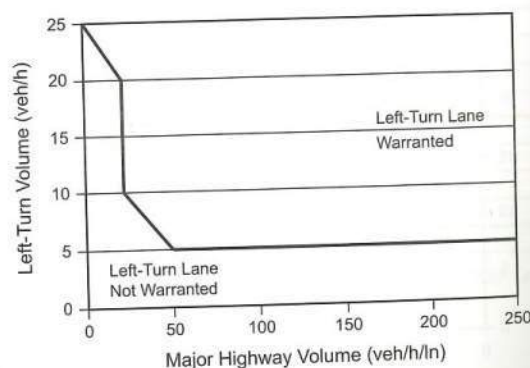
Table 9-26. Suggested Left-Turn Lane Guidelines Based on Results from Benefit-Cost Evaluations for Unsignalized Intersections on Four-Lane Highways in Rural Areas (16)

Left-Turn Lane Peak-Hour Volume (veh/h)	Three-Leg Intersection, Major-Road Four-Lane Highway Peak-Hour Volume (veh/h/ln) that Warrants a Left-Turn Lane	Four-Leg Intersection, Major-Road Four-Lane Highway Peak-Hour Volume (veh/h/ln) that Warrants a Left-Turn Lane
5	75	50
10	75	25
15	50	25
20	50	25
25	50	< 25
30	50	< 25
35	50	< 25
40	50	< 25
45	50	< 25
50 or More	50	< 25

Note: These guidelines apply where the major road is uncontrolled and the minor-road approaches are stop- or yield-controlled. Both the left-turn peak-hour volume and the major-road volume warrants should be met as shown in Figure 9-37.



(a) Three-Leg Intersections



(b) Four-Leg Intersections

Figure 9-37. Suggested Left-Turn Lane Warrants Based on Results from Benefit-Cost Evaluations for Intersections on Four-Lane Highways in Rural Areas (16)

In addition to using guidance presented in the previous tables and figures, site-specific conditions need to be evaluated to determine the economic feasibility of adding a turn lane. Physical constraints along the roadside, particularly in urban areas, may make the addition of a turn lane impractical.

The HCM (49) indicates that exclusive left-turn lanes at signalized intersections should be installed as follows:

- Exclusive left-turn lanes should be provided where exclusive left-turn signal phasing is provided;
- Exclusive left-turn lanes should be considered where left-turn volumes exceed 100 veh/h (left-turn lanes may be provided for lower volumes as well based on the roadway agency's assessment of the need, the state of local practice, or both); and
- Double left-turn lanes should be considered where left-turn volumes exceed 300 veh/h.

Additional information on left-turn lanes, including their suggested lengths, can be found in NCHRP Synthesis 225, NCHRP Report 279, and NCHRP Report 745 (15, 30, 34). In the case of double left-turn lanes, a capacity analysis of the intersection should be performed to determine what traffic controls are needed in order for it to function properly.

Local conditions and the cost of right-of-way often influence the type of intersection selected as well as many of the design details. Limited sight distance, for example, may make it desirable to control traffic by yield signs, stop signs, or traffic signals when the traffic densities are less than those ordinarily considered appropriate for such control. The alignment and grade of the intersecting roads and the angle of intersection may make it advisable to channelize or use auxiliary pavement areas, regardless of the traffic densities. In general, traffic service, roadway design designation, physical conditions, and cost of right-of-way are considered jointly in choosing the type of intersection.

For the general benefit of through-traffic movements, the number of crossroads, intersecting roads, or intersecting streets should be minimized. Where intersections are closely spaced on a two-way facility, it is seldom practical to provide signals for completely coordinated traffic movements at reasonable speeds in opposing directions on that facility. At the same time, the resultant road or street patterns should permit travel on roadways other than the predominant roadway without too much inconvenience. Traffic analysis is needed to determine whether the road or street pattern, left open across the predominate roadway, is adequate to serve normal traffic plus the traffic diverted from any terminated road or street.

The functional classification of the road, the patterns of traffic movement at the intersections and the volume of traffic, including pedestrians and bicyclists, on each approach during one or more peak periods of the day are indicative of the type of traffic control devices needed, the roadway widths needed (including auxiliary lanes), and where applicable, the degree of channel-

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LEFT TURN LANE WARRANTS - SDDOT TRAFFIC MANUAL

The desired roundabout Level of Service is C; the minimum Level of Service is D.

For detailed turn lane, roundabout, and median geometric design information refer to Chapter 7 – Cross Sections or Chapter 12 – Intersections.

TURN LANE WARRANTS

Turn Lane Study Guidelines

At a minimum, turn lane analysis reports should include the following:

- A thorough evaluation of each of the warrant criteria.
- Discussion of access management considerations.
- Recommendations as to whether or not turn lanes are appropriate. Note that even though conditions may or may not meet certain criterion, the ultimate deciding factor is the engineer's judgment. Factors that could influence the decision include conflict analysis results, benefit/cost analysis results, right-of-way cost considerations, constructability, etc.
- The recommended storage length if a turn lane is appropriate. The estimated 95th percentile queue value should be used for the recommended length. Queue values should be determined using an acceptable analysis software method.

Left Turn Lane Criteria – Unsignalized Intersections

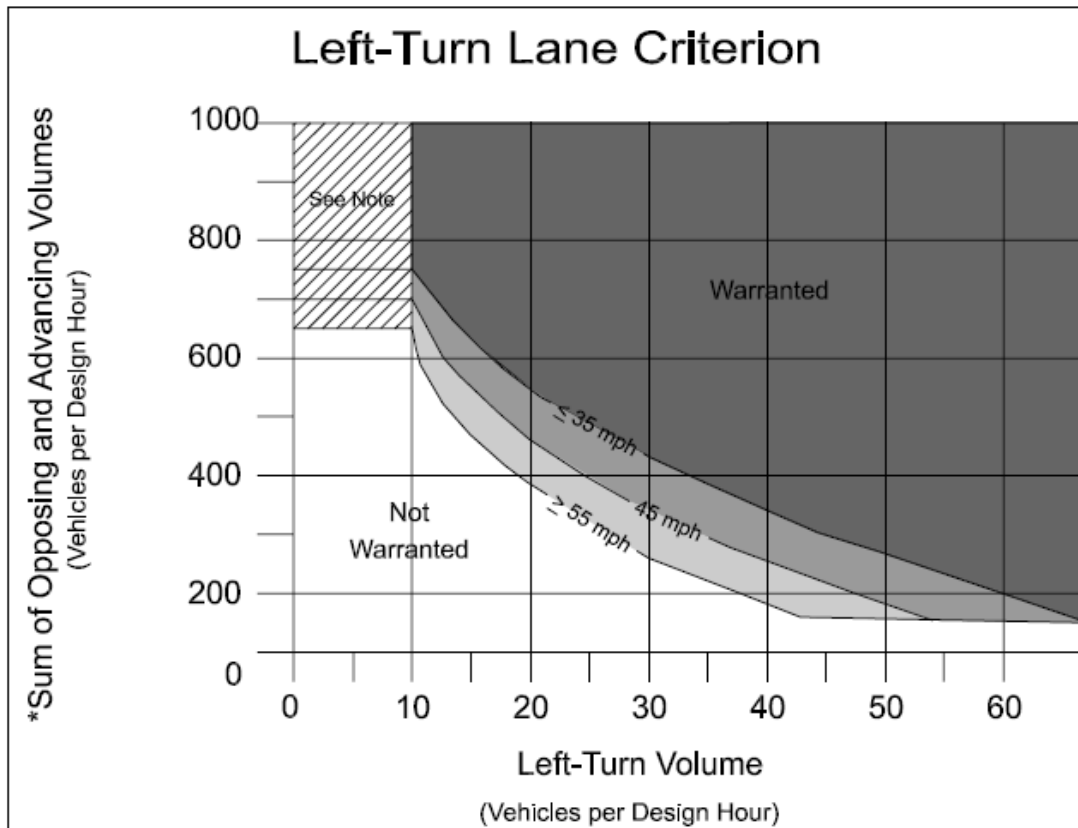
Generally, left turn lanes should be considered (1) when the hourly volume of turns has a significant negative effect on traffic operations, or, (2) when historical crash analysis shows that a crash trend could be correctable by providing a turn lane.

Left Turn Lane Evaluation Process

- A left turn lane should be installed if Criterion 1 (Volume), 2 (Crash), or 3 (Special Cases) are met; and
- The left turn lane complies with access management spacing standards; and
- The left turn lane conforms to appropriate design guidelines.

Criterion 1: Vehicular Volume

The vehicular volume criterion is intended for application where the volume of intersecting traffic is the principal reason for considering installation of a left turn lane. The volume criteria are determined by the Texas Transportation Institute (TTI) curves in Figure 15-2.



Source: Oregon DOT Analysis Procedures Manual 2008

$$\frac{*(Advancing Vol/ \# of Advancing Through Lanes) + (Opposing Vol/ \# of Opposing Through Lanes)}{}$$

Note: The criterion is not met from zero to ten left turn vehicles per hour, but careful consideration should be given to installing a left turn lane due to the increased potential for crashes in the through lanes. While the turn volumes are low, the adverse safety and operational impacts may require installation of a left turn. The final determination will be based on a field study.

Figure 15-2 Left Turn Lane Volume Warrant

Criterion 2: Crash Experience

The crash experience criterion is satisfied when either Condition 1 or 2 are met, and Condition 3 is met:

1. A history of crashes of the type susceptible to correction by a left turn lane (e.g. rear-end crashes involving turning vehicles). A separate left turn lane may be warranted if three or more reported intersection related crashes occur within a 12 month period. The geometry for warranted turn lanes be used for locations meeting these criteria (see Chapter 12 - Intersections).
2. An economic analysis using predictive measures consistent with the AASHTO Highway Safety Manual (HSM) shows a benefit/cost ratio ≥ 1.0 and at least two crashes in the last ten years are of the type susceptible to correction by a left turn

lane (e.g. rear-end crashes involving turning vehicles), or based on the Highway Safety Engineer's recommendation to add a turn lane. The geometry for warranted turn lanes will be used for locations meeting these criteria (see Chapter 12 - Intersections).

3. The installation of the left turn lane does not adversely impact the operations of the intersection.

Criterion 3: Special Cases

1. Railroad Crossings: If a railroad is parallel to the roadway, then the likelihood of train movements preventing left turns and creating stopped queues on the highway should be taken into consideration. The provided left turn lane storage length will be dependent on the duration that the side road is closed, the expected number of vehicle arrivals, and the location of the crossing. The analysis should consider all of the variables influencing the design of the left turn lane, and may allow a design for conditions other than the worst case storage requirements, provided safety is not compromised.
2. Geometric/Safety Concerns: Sight distance, alignment, operating speed, adjacent access points, and other safety related concerns should be taken into consideration.
3. Non-Traversable Median: A left turn lane may be considered to be installed at a break in a non-traversable median where left turns are not prohibited and either of the following conditions exist:
 - a. If Criterion 1 (Vehicular Volume) is not met but there is a significant amount of left turn movements; or
 - b. If Criterion 2 (Crash Experience) is not met but there has been a pattern of crashes that has occurred, and a left turn lane would prevent or limit those types of crashes to occur if installed.

Left Turn Lane Volume Criterion Example

Figure 15-2a shows an unsignalized intersection with a shared through-right lane and a shared through-left lane on the highway. The peak hour volumes and lane configurations are shown in the figure. The 85th percentile speed is 45 mph. Does the intersection meet the volume criterion for a left turn lane in either the NB or SB direction?

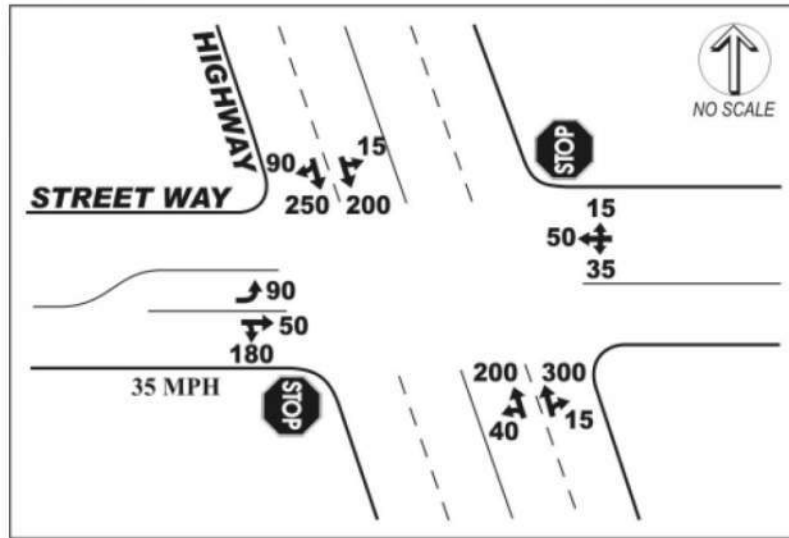


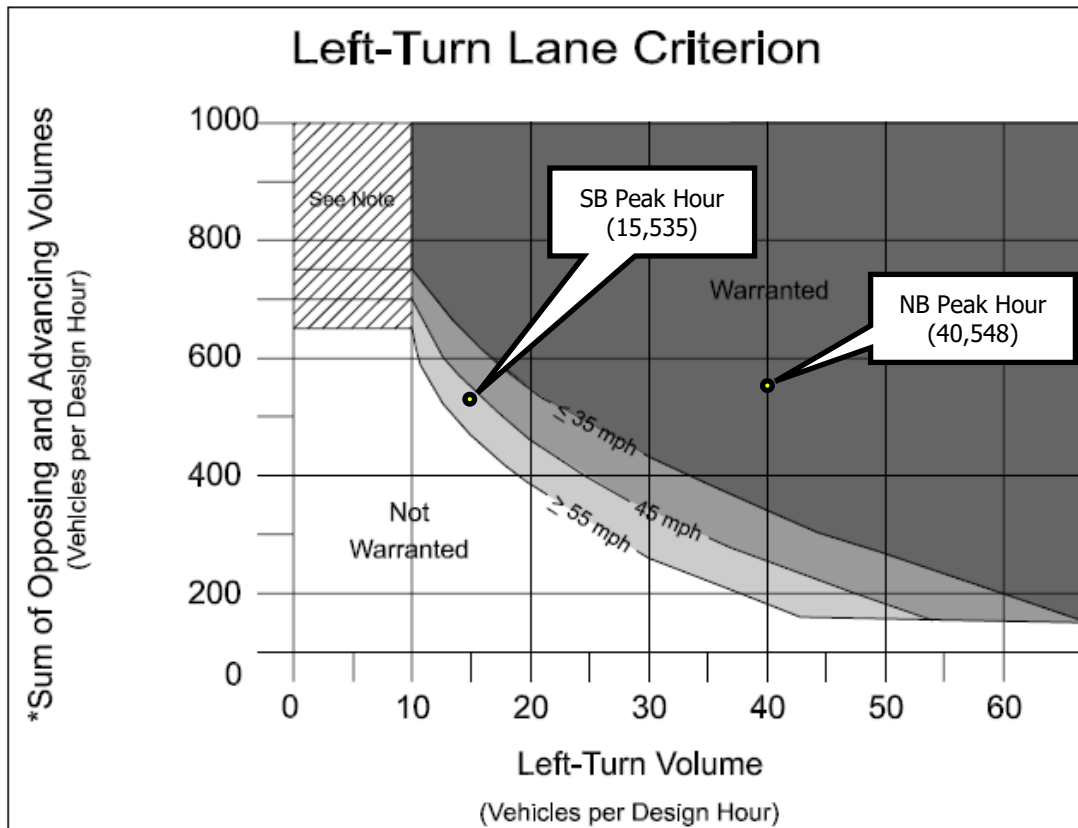
Figure 15-2a Left Turn Lane Example Volumes

- Southbound: The SB advancing volume is 555 (90+250+200+15) and the NB opposing volume is 515 vehicles (the opposing left turns are not counted as opposing volumes). The volume for the Y-axis on Figure 15-2 is determined using the equation:

$$\begin{aligned} \text{Y-axis volume} &= ((\text{Advancing Vol}/\# \text{ of Advancing Lanes}) + \\ &\quad (\text{Opposing Vol}/\text{Number of Opposing Lanes})) \\ &= (555/2 + 515/2) = 535 \end{aligned}$$

To determine if the SB left turn volume criterion is met, use the 45 mph curve in Figure 15-2, 535 for the y-axis, and 15 left-turns for the x-axis. The volume criterion is not met in the SB direction.

- Northbound: The NB advancing volume is 555 (40+200+300+15) and the SB opposing volume is 540 vehicles (the opposing left turns are not counted as opposing volumes). The volume for the Y-axis on Figure 15-2 is $(555/2 + 540/2) = 548$. To determine if the SB left turn volume criterion is met, use the 45 mph curve in Figure 15-2, 548 for the y-axis, and 40 left turns for the x-axis. The volume criterion is met in the NB direction.



Source: Oregon DOT Analysis Procedures Manual 2008

$$*(\text{Advancing Vol/ \# of Advancing Through Lanes}) + (\text{Opposing Vol/ \# of Opposing Through Lanes})$$

Note: The criterion is not met from zero to ten left turn vehicles per hour, but careful consideration should be given to installing a left turn lane due to the increased potential for crashes in the through lanes. While the turn volumes are low, the adverse safety and operational impacts may require installation of a left turn. The final determination will be based on a field study.

Figure 15-2b Left Turn Lane Example Criterion Graph

Right Turn Lane Criteria – Unsignalized Intersections

The purpose of a right turn lane at an unsignalized intersection is to reduce the speed differential between the right turning vehicles and the other vehicles on the roadway. Research has shown that this will increase roadway capacity and reduce certain types of crashes.

Right Turn Lane Evaluation Process

- A right turn lane should be considered if criterion 1 (Volume), 2 (Crash), or 3 (Special Cases) is met; and
- The right turn lane complies with access management spacing standards; and
- The right turn lane conforms to the appropriate design guidelines.

Criterion 1: Vehicular Volume

The vehicular volume criterion is intended for application where the volume of intersecting traffic is the principal reason for considering installation of a right turn lane. The vehicular volume criterion is determined using the curve in Figure 15-3.

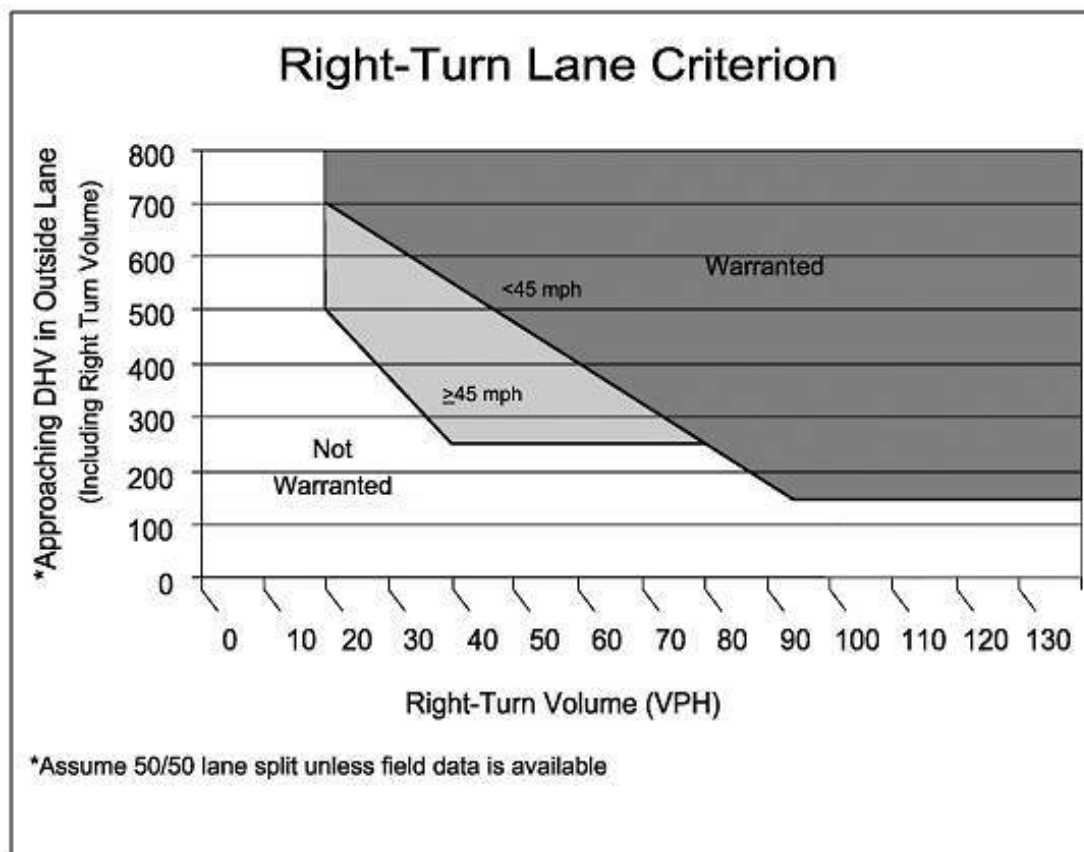


Figure 15-3 Right Turn Lane Volume Warrant

Criterion 2: Crash Experience

The crash experience criterion is satisfied when either Condition 1 or 2 are met and Condition 3 is met:

1. A history of crashes of the type susceptible to correction by a right turn lane (e.g. rear-end crashes involving turning vehicles). A separate right turn lane may be warranted if three or more reported intersection- related crashes occur within a 12 month period. The geometry for warranted turn lanes will be used for locations meeting these criteria (see Chapter 12 -Intersections).
2. An economic analysis using predictive measures consistent with the HSM shows a benefit/cost ratio ≥ 1.0 and at least two crashes in the last ten years are of the type susceptible to correction by a left turn lane (e.g. rear-end crashes involving turning vehicles), or based on the Highway Safety Engineer's recommendation to add a turn lane. The geometry for unwarranted turn lanes will be used for locations meeting these criteria (see Chapter 12 - Intersections).
3. The installation of the right turn lane does not adversely affect bicyclists or pedestrians.

Criterion 3: Special Cases

1. Railroad Crossings: If a railroad is parallel to the roadway, then the likelihood of train movements preventing right turns and creating stopped queues on the highway should be taken into consideration. The provided right turn lane storage length will be dependent on the duration that the side road is closed, the expected number of vehicle arrivals, and the location of the crossing. The analysis should consider all the variables influencing the design of the right turn lane and may allow a design for conditions other than the worst-case storage requirements, provided safety is not compromised.
2. Geometric/Safety Concerns: Sight distance, alignment, operating speeds, adjacent access points and other safety related concerns should be taken into consideration.

Right Turn Lane Volume Criterion Example

Figure 15-3a shows an unsignalized intersection with a shared through-right lane and a shared though-left land on the highway. The peak hour volumes and lane configurations are shown in the figure. The 85th percentile speed is 45 mph. Does the intersection meet the volume criterion for a right turn lane in either the NB or SB direction?

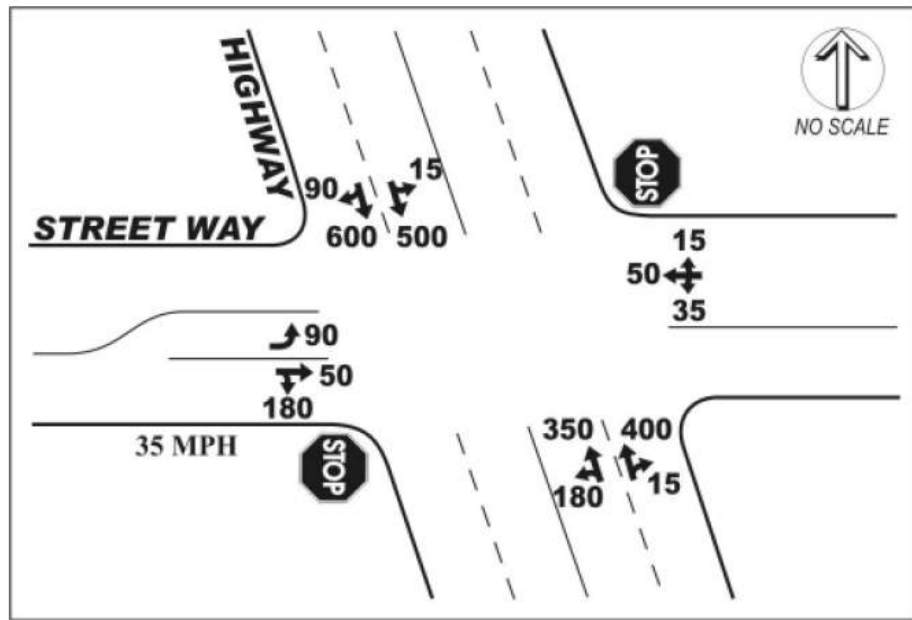


Figure 15-3a Right Turn Lane Example Volumes

- The NB outside lane has 400 through vehicles and 15 right turning vehicles for a total of 415 vehicles. Using the 45 mph curve in Figure 15-3, along with 415 approaching vehicles and 15 right turning vehicles we find that the vehicle volume criterion is not met.
- The SB outside lane has 600 through vehicles and 90 right turning vehicles for a total of 690 vehicles. Using the 45 mph curve in Figure 15-3, along with 690 approaching vehicles and 90 right turning vehicles we find the vehicular volume criterion is met.

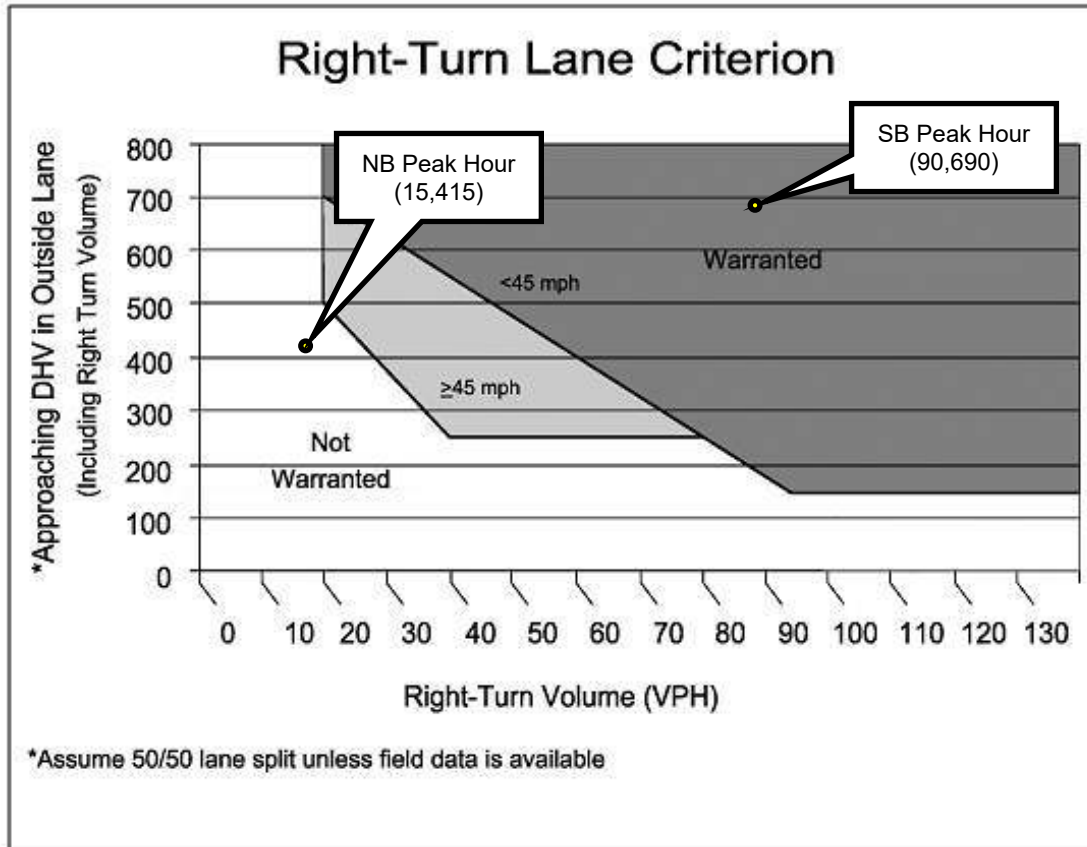


Figure 15-3b Right Turn Lane Example Criterion Graph

Turn Lane Criteria – Signalized Intersections

The need for turn lanes at signalized intersections is determined differently than at unsignalized intersections. Left and right turn lanes at signalized intersections should be considered if:

1. A reduction in intersection delay can be demonstrated. Intersection analyses will be in accordance with the HCM; or
2. The benefit/cost ratio for the improvement is greater than 1.0.

The operational analysis of dual turn lanes will take into account forecast imbalances in lane utilization.

COUNTERMEASURE TOOLBOX ATTACHMENT
SIGNAL WARRANT – CAMUTCD 2014

CHAPTER 4C. TRAFFIC CONTROL SIGNAL NEEDS STUDIES

Section 4C.01 Studies and Factors for Justifying Traffic Control Signals

Standard:

01 An engineering study of traffic conditions, pedestrian characteristics, and physical characteristics of the location shall be performed to determine whether installation of a traffic control signal is justified at a particular location.

01a On State highways, the engineering study shall include consideration of a roundabout (yield control). If a roundabout is determined to provide a viable and practical solution, it shall be studied in lieu of, or in addition to a traffic control signal.

Guidance:

01b On local streets and highways, the engineering study should include consideration of a roundabout (yield control). If a roundabout is determined to provide a viable and practical solution, it should be studied in lieu of, or in addition to a traffic control signal.

Support:

01c Refer to Caltrans' website (<http://www.dot.ca.gov/hq/traffops/liaisons/ice.html>) for more information on the Traffic Operations Policy Directive 13-02, Intersection Control Evaluation (ICE), and other resources for the evaluation of intersection traffic control strategies.

02 The investigation of the need for a traffic control signal shall include an analysis of factors related to the existing operation and safety at the study location and the potential to improve these conditions, and the applicable factors contained in the following traffic signal warrants:

Warrant 1, Eight-Hour Vehicular Volume

Warrant 2, Four-Hour Vehicular Volume

Warrant 3, Peak Hour

Warrant 4, Pedestrian Volume

Warrant 5, School Crossing

Warrant 6, Coordinated Signal System

Warrant 7, Crash Experience

Warrant 8, Roadway Network

Warrant 9, Intersection Near a Grade Crossing

03 The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal.

Support:

04 Sections 8C.09 and 8C.10 contain information regarding the use of traffic control signals instead of gates and/ or flashing-light signals at highway-rail grade crossings and highway-light rail transit grade crossings, respectively.

Guidance:

05 A traffic control signal should not be installed unless one or more of the factors described in this Chapter are met.

06 A traffic control signal should not be installed unless an engineering study indicates that installing a traffic control signal will improve the overall safety and/or operation of the intersection.

07 A traffic control signal should not be installed if it will seriously disrupt progressive traffic flow.

08 The study should consider the effects of the right-turn vehicles from the minor-street approaches.

Engineering judgment should be used to determine what, if any, portion of the right-turn traffic is subtracted from the minor-street traffic count when evaluating the count against the signal warrants listed in Paragraph 2.

09 Engineering judgment should also be used in applying various traffic signal warrants to cases where approaches consist of one lane plus one left-turn or right-turn lane. The site-specific traffic characteristics should dictate whether an approach is considered as one lane or two lanes. For example, for an approach with one lane for through and right-turning traffic plus a left-turn lane, if engineering judgment indicates that it should be considered a one-lane approach because the traffic using the left-turn lane is minor, the total traffic volume approaching the intersection should be applied against the signal warrants as a one-lane approach. The

approach should be considered two lanes if approximately half of the traffic on the approach turns left and the left-turn lane is of sufficient length to accommodate all left-turn vehicles.

10 Similar engineering judgment and rationale should be applied to a street approach with one through/left-turn lane plus a right-turn lane. In this case, the degree of conflict of minor-street right-turn traffic with traffic on the major street should be considered. Thus, right-turn traffic should not be included in the minor-street volume if the movement enters the major street with minimal conflict. The approach should be evaluated as a one-lane approach with only the traffic volume in the through/left-turn lane considered.

11 At a location that is under development or construction and where it is not possible to obtain a traffic count that would represent future traffic conditions, hourly volumes should be estimated as part of an engineering study for comparison with traffic signal warrants. Except for locations where the engineering study uses the satisfaction of Warrant 8 to justify a signal, a traffic control signal installed under projected conditions should have an engineering study done within 1 year of putting the signal into stop-and-go operation to determine if the signal is justified. If not justified, the signal should be taken out of stop-and-go operation or removed.

12 For signal warrant analysis, a location with a wide median, even if the median width is greater than 30 feet, should be considered as one intersection.

Option:

13 At an intersection with a high volume of left-turn traffic from the major street, the signal warrant analysis may be performed in a manner that considers the higher of the major-street left-turn volumes as the "minor-street" volume and the corresponding single direction of opposing traffic on the major street as the "major-street" volume. ~~volume of the major-street left-turn volumes plus the higher volume minor-street approach as the "minor street" volume and both approaches of the major street minus the higher of the major-street left-turn volume as "major street" volume.~~

14 For signal warrants requiring conditions to be present for a certain number of hours in order to be satisfied, any four sequential 15-minute periods may be considered as 1 hour if the separate 1-hour periods used in the warrant analysis do not overlap each other and both the major-street volume and the minor-street volume are for the same specific one-hour periods.

15 For signal warrant analysis, bicyclists may be counted as either vehicles or pedestrians.

Support:

16 When performing a signal warrant analysis, bicyclists riding in the street with other vehicular traffic are usually counted as vehicles and bicyclists who are clearly using pedestrian facilities are usually counted as pedestrians.

Option:

17 Engineering study data may include the following:

- A. The number of vehicles entering the intersection in each hour from each approach during 12 hours of an average day. It is desirable that the hours selected contain the greatest percentage of the 24-hour traffic volume.*
- B. Vehicular volumes for each traffic movement from each approach, classified by vehicle type (heavy trucks, passenger cars and light trucks, public-transit vehicles, and, in some locations, bicycles), during each 15-minute period of the 2 hours in the morning and 2 hours in the afternoon during which total traffic entering the intersection is greatest.*
- C. Pedestrian volume counts on each crosswalk during the same periods as the vehicular counts in Item B and during hours of highest pedestrian volume. Where young, elderly, and/or persons with physical or visual disabilities need special consideration, the pedestrians and their crossing times may be classified by general observation.*
- D. Information about nearby facilities and activity centers that serve the young, elderly, and/or persons with disabilities, including requests from persons with disabilities for accessible crossing improvements at the location under study. These persons might not be adequately reflected in the pedestrian volume count if the absence of a signal restrains their mobility.*
- E. The posted or statutory speed limit or the 85th-percentile speed on the uncontrolled approaches to the location.*
- F. A condition diagram showing details of the physical layout, including such features as intersection geometrics, channelization, grades, sight-distance restrictions, transit stops and routes, parking conditions,*

pavement markings, roadway lighting, driveways, nearby railroad crossings, distance to nearest traffic control signals, utility poles and fixtures, and adjacent land use.

G. A collision diagram showing crash experience by type, location, direction of movement, severity, weather, time of day, date, and day of week for at least 1 year.

¹⁸ The following data, which are desirable for a more precise understanding of the operation of the intersection, may be obtained during the periods described in Item B of Paragraph 17:

A. Vehicle-hours of stopped time delay determined separately for each approach.

B. The number and distribution of acceptable gaps in vehicular traffic on the major street for entrance from the minor street.

C. The posted or statutory speed limit or the 85th-percentile speed on controlled approaches at a point near to the intersection but unaffected by the control.

D. Pedestrian delay time for at least two 30-minute peak pedestrian delay periods of an average weekday or like periods of a Saturday or Sunday.

E. Queue length on stop-controlled approaches.

Standard:

¹⁹ **Delay, congestion, approach conditions, driver confusion, future land use or other evidence of the need for right of way assignment beyond that which could be provided by stop sign shall be demonstrated.**

Support:

²⁰ Figure 4C-101(CA) and 4C-103(CA) are examples of warrant sheets.

Guidance:

²¹ *Figure 4C-103(CA) should be used only for new intersections or other locations where it is not reasonable to count actual traffic volumes.*

Section 4C.02 Warrant 1, Eight-Hour Vehicular Volume

Support:

⁰¹ The Minimum Vehicular Volume, Condition A, is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

⁰² The Interruption of Continuous Traffic, Condition B, is intended for application at locations where Condition A is not satisfied and where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

⁰³ It is intended that Warrant 1 be treated as a single warrant. If Condition A is satisfied, then Warrant 1 is satisfied and analyses of Condition B and the combination of Conditions A and B are not needed. Similarly, if Condition B is satisfied, then Warrant 1 is satisfied and an analysis of the combination of Conditions A and B is not needed.

Standard:

⁰⁴ **The need for a traffic control signal shall be considered if an engineering study finds that one of the following conditions exist for each of any 8 hours of an average day:**

A. The vehicles per hour given in both of the 100 percent columns of Condition A in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection; or

B. The vehicles per hour given in both of the 100 percent columns of Condition B in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection.

In applying each condition the major-street and minor-street volumes shall be for the same 8 hours. On the minor street, the higher volume shall not be required to be on the same approach during each of these 8 hours.

Option:

⁰⁵ If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, the traffic volumes in the 70 percent columns in Table 4C-1 may be used in place of the 100 percent columns.

Guidance:

⁰⁶ *The combination of Conditions A and B is intended for application at locations where Condition A is not satisfied and Condition B is not satisfied and should be applied only after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems.*

Standard:

07 The need for a traffic control signal shall be considered if an engineering study finds that both of the following conditions exist for each of any 8 hours of an average day:

- A. The vehicles per hour given in both of the 80 percent columns of Condition A in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection; and**
- B. The vehicles per hour given in both of the 80 percent columns of Condition B in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection.**

These major-street and minor-street volumes shall be for the same 8 hours for each condition; however, the 8 hours satisfied in Condition A shall not be required to be the same 8 hours satisfied in Condition B. On the minor street, the higher volume shall not be required to be on the same approach during each of the 8 hours.

Option:

08 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, the traffic volumes in the 56 percent columns in Table 4C-1 may be used in place of the 80 percent columns.

Section 4C.03 Warrant 2, Four-Hour Vehicular Volume

Support:

01 The Four-Hour Vehicular Volume signal warrant conditions are intended to be applied where the volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

Standard:

02 The need for a traffic control signal shall be considered if an engineering study finds that, for each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) all fall above the applicable curve in Figure 4C-1 for the existing combination of approach lanes. On the minor street, the higher volume shall not be required to be on the same approach during each of these 4 hours.

Option:

03 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure 4C-2 may be used in place of Figure 4C-1.

Section 4C.04 Warrant 3, Peak Hour

Support:

01 The Peak Hour signal warrant is intended for use at a location where traffic conditions are such that for a minimum of 1 hour of an average day, the minor-street traffic suffers undue delay when entering or crossing the major street.

Standard:

02 This signal warrant shall be applied only in unusual cases, such as office complexes, manufacturing plants, industrial complexes, or high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time.

03 The need for a traffic control signal shall be considered if an engineering study finds that the criteria in either of the following two categories are met:

- A. If all three of the following conditions exist for the same 1 hour (any four consecutive 15-minute periods) of an average day:**

- 1. The total stopped time delay experienced by the traffic on one minor-street approach (one direction only) controlled by a STOP sign equals or exceeds: 4 vehicle-hours for a one-lane approach or 5 vehicle-hours for a two-lane approach; and**
- 2. The volume on the same minor-street approach (one direction only) equals or exceeds 100 vehicles per hour for one moving lane of traffic or 150 vehicles per hour for two moving lanes; and**

3. The total entering volume serviced during the hour equals or exceeds 650 vehicles per hour for intersections with three approaches or 800 vehicles per hour for intersections with four or more approaches.

B. The plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) for 1 hour (any four consecutive 15-minute periods) of an average day falls above the applicable curve in Figure 4C-3 for the existing combination of approach lanes.

Option:

⁰⁴ If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure 4C-4 may be used in place of Figure 4C-3 to evaluate the criteria in the second category of the Standard.

⁰⁵ If this warrant is the only warrant met and a traffic control signal is justified by an engineering study, the traffic control signal may be operated in the flashing mode during the hours that the volume criteria of this warrant are not met.

Guidance:

⁰⁶ *If this warrant is the only warrant met and a traffic control signal is justified by an engineering study, the traffic control signal should be traffic-actuated.*

Section 4C.05 Warrant 4, Pedestrian Volume

Support:

⁰¹ The Pedestrian Volume signal warrant is intended for application where the traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street.

Standard:

⁰² **The need for a traffic control signal at an intersection or midblock crossing shall be considered if an engineering study finds that one of the following criteria is met:**

- A. For each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) all fall above the curve in Figure 4C-5; or**
- B. For 1 hour (any four consecutive 15-minute periods) of an average day, the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) falls above the curve in Figure 4C-7.**

Option:

⁰³ If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 35 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure 4C-6 may be used in place of Figure 4C-5 to evaluate Criterion A in Paragraph 2, and Figure 4C-8 may be used in place of Figure 4C-7 to evaluate Criterion B in Paragraph 2.

Standard:

⁰⁴ **The Pedestrian Volume signal warrant shall not be applied at locations where the distance to the nearest traffic control signal or STOP sign controlling the street that pedestrians desire to cross is less than 300 feet, unless the proposed traffic control signal will not restrict the progressive movement of traffic.**

⁰⁵ **If this warrant is met and a traffic control signal is justified by an engineering study, the traffic control signal shall be equipped with pedestrian signal heads complying with the provisions set forth in Chapter 4E.**

Guidance:

⁰⁶ *If this warrant is met and a traffic control signal is justified by an engineering study, then:*

- A. If it is installed at an intersection or major driveway location, the traffic control signal should also control the minor-street or driveway traffic, should be traffic-actuated, and should include pedestrian detection.*
- B. If it is installed at a non-intersection crossing, the traffic control signal should be installed at least 100 feet from side streets or driveways that are controlled by STOP or YIELD signs, and should be pedestrian-actuated. If the traffic control signal is installed at a non-intersection crossing, at least one of the signal faces should be over the traveled way for each approach, parking and other sight obstructions should be prohibited for at least 100 feet in advance of and at least 20 feet beyond the crosswalk or site*

accommodations should be made through curb extensions or other techniques to provide adequate sight distance, and the installation should include suitable standard signs and pavement markings.

C. Furthermore, if it is installed within a signal system, the traffic control signal should be coordinated.

Option:

07 The criterion for the pedestrian volume crossing the major street may be reduced as much as 50 percent if the 15th-percentile crossing speed of pedestrians is less than 3.5 feet per second.

08 A traffic control signal may not be needed at the study location if adjacent coordinated traffic control signals consistently provide gaps of adequate length for pedestrians to cross the street.

Section 4C.06 Warrant 5, School Crossing

Support:

01 The School Crossing signal warrant is intended for application where the fact that schoolchildren cross the major street is the principal reason to consider installing a traffic control signal. For the purposes of this warrant, the word "schoolchildren" includes elementary through high school students.

Standard:

02 The need for a traffic control signal shall be considered when an engineering study of the frequency and adequacy of gaps in the vehicular traffic stream as related to the number and size of groups of schoolchildren at an established school crossing across the major street shows that the number of adequate gaps in the traffic stream during the period when the schoolchildren are using the crossing is less than the number of minutes in the same period (see Section 7A.03) and there are a minimum of 20 schoolchildren during the highest crossing hour.

03 Before a decision is made to install a traffic control signal, consideration shall be given to the implementation of other remedial measures, such as warning signs and flashers, school speed zones, school crossing guards, or a grade-separated crossing.

04 The School Crossing signal warrant shall not be applied at locations where the distance to the nearest traffic control signal along the major street is less than 300 feet, unless the proposed traffic control signal will not restrict the progressive movement of traffic.

Guidance:

05 If this warrant is met and a traffic control signal is justified by an engineering study, then:

A. If it is installed at an intersection or major driveway location, the traffic control signal should also control the minor-street or driveway traffic, should be traffic-actuated, and should include pedestrian detection.

B. If it is installed at a non-intersection crossing, the traffic control signal should be installed at least 100 feet from side streets or driveways that are controlled by STOP or YIELD signs, and should be pedestrian-actuated. If the traffic control signal is installed at a non-intersection crossing, at least one of the signal faces should be over the traveled way for each approach, parking and other sight obstructions should be prohibited for at least 100 feet in advance of and at least 20 feet beyond the crosswalk or site accommodations should be made through curb extensions or other techniques to provide adequate sight distance, and the installation should include suitable standard signs and pavement markings.

C. Furthermore, if it is installed within a signal system, the traffic control signal should be coordinated.

Section 4C.07 Warrant 6, Coordinated Signal System

Support:

01 Progressive movement in a coordinated signal system sometimes necessitates installing traffic control signals at intersections where they would not otherwise be needed in order to maintain proper platooning of vehicles.

Standard:

02 The need for a traffic control signal shall be considered if an engineering study finds that one of the following criteria is met:

A. On a one-way street or a street that has traffic predominantly in one direction, the adjacent traffic control signals are so far apart that they do not provide the necessary degree of vehicular platooning.

B. On a two-way street, adjacent traffic control signals do not provide the necessary degree of platooning and the proposed and adjacent traffic control signals will collectively provide a progressive operation.

Guidance:

03 The Coordinated Signal System signal warrant should not be applied where the resultant spacing of traffic control signals would be less than 1,000 feet.

Section 4C.08 Warrant 7, Crash Experience

Support:

01 The Crash Experience signal warrant conditions are intended for application where the severity and frequency of crashes are the principal reasons to consider installing a traffic control signal.

Standard:

02 **The need for a traffic control signal shall be considered if an engineering study finds that all of the following criteria are met:**

- A. Adequate trial of alternatives with satisfactory observance and enforcement has failed to reduce the crash frequency; and**
- B. Five or more reported crashes, of types susceptible to correction by a traffic control signal, have occurred within a 12-month period, each crash involving personal injury or property damage apparently exceeding the applicable requirements for a reportable crash; and**
- C. For each of any 8 hours of an average day, the vehicles per hour (vph) given in both of the 80 percent columns of Condition A in Table 4C-1 (see Section 4C.02), or the vph in both of the 80 percent columns of Condition B in Table 4C-1 exists on the major-street and the higher-volume minor-street approach, respectively, to the intersection, or the volume of pedestrian traffic is not less than 80 percent of the requirements specified in the Pedestrian Volume warrant. These major-street and minor-street volumes shall be for the same 8 hours. On the minor street, the higher volume shall not be required to be on the same approach during each of the 8 hours.**

Option:

03 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, the traffic volumes in the 56 percent columns in Table 4C-1 may be used in place of the 80 percent columns.

Section 4C.09 Warrant 8, Roadway Network

Support:

01 Installing a traffic control signal at some intersections might be justified to encourage concentration and organization of traffic flow on a roadway network.

Standard:

02 **The need for a traffic control signal shall be considered if an engineering study finds that the common intersection of two or more major routes meets one or both of the following criteria:**

- A. The intersection has a total existing, or immediately projected, entering volume of at least 1,000 vehicles per hour during the peak hour of a typical weekday and has 5-year projected traffic volumes, based on an engineering study, that meet one or more of Warrants 1, 2, and 3 during an average weekday; or**
- B. The intersection has a total existing or immediately projected entering volume of at least 1,000 vehicles per hour for each of any 5 hours of a non-normal business day (Saturday or Sunday).**

03 **A major route as used in this signal warrant shall have at least one of the following characteristics:**

- A. It is part of the street or highway system that serves as the principal roadway network for through traffic flow.**
- B. It includes rural or suburban highways outside, entering, or traversing a city.**
- C. It appears as a major route on an official plan, such as a major street plan in an urban area traffic and transportation study.**

Section 4C.10 Warrant 9, Intersection Near a Grade Crossing

Support:

01 The Intersection Near a Grade Crossing signal warrant is intended for use at a location where none of the conditions described in the other eight traffic signal warrants are met, but the proximity to the intersection of a

grade crossing on an intersection approach controlled by a STOP or YIELD sign is the principal reason to consider installing a traffic control signal.

Guidance:

⁰² This signal warrant should be applied only after adequate consideration has been given to other alternatives or after a trial of an alternative has failed to alleviate the safety concerns associated with the grade crossing.

Among the alternatives that should be considered or tried are:

- A. Providing additional pavement that would enable vehicles to clear the track or that would provide space for an evasive maneuver, or*
- B. Reassigning the stop controls at the intersection to make the approach across the track a non-stopping approach.*

Standard:

⁰³ The need for a traffic control signal shall be considered if an engineering study finds that both of the following criteria are met:

- A. A grade crossing exists on an approach controlled by a STOP or YIELD sign and the center of the track nearest to the intersection is within 140 feet of the stop line or yield line on the approach; and**
- B. During the highest traffic volume hour during which rail traffic uses the crossing, the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the minor-street approach that crosses the track (one direction only, approaching the intersection) falls above the applicable curve in Figure 4C-9 or 4C-10 for the existing combination of approach lanes over the track and the distance D, which is the clear storage distance as defined in Section 1A.13.**

Guidance:

⁰⁴ The following considerations apply when plotting the traffic volume data on Figure 4C-9 or 4C-10:

- A. Figure 4C-9 should be used if there is only one lane approaching the intersection at the track crossing location and Figure 4C-10 should be used if there are two or more lanes approaching the intersection at the track crossing location.*
- B. After determining the actual distance D, the curve for the distance D that is nearest to the actual distance D should be used. For example, if the actual distance D is 95 feet, the plotted point should be compared to the curve for D = 90 feet.*
- C. If the rail traffic arrival times are unknown, the highest traffic volume hour of the day should be used.*

Option:

⁰⁵ The minor-street approach volume may be multiplied by up to three adjustment factors as provided in Paragraphs 6 through 8.

⁰⁶ Because the curves are based on an average of four occurrences of rail traffic per day, the vehicles per hour on the minor-street approach may be multiplied by the adjustment factor shown in Table 4C-2 for the appropriate number of occurrences of rail traffic per day.

⁰⁷ Because the curves are based on typical vehicle occupancy, if at least 2% of the vehicles crossing the track are buses carrying at least 20 people, the vehicles per hour on the minor-street approach may be multiplied by the adjustment factor shown in Table 4C-3 for the appropriate percentage of high-occupancy buses.

⁰⁸ Because the curves are based on tractor-trailer trucks comprising 10% of the vehicles crossing the track, the vehicles per hour on the minor-street approach may be multiplied by the adjustment factor shown in Table 4C-4 for the appropriate distance and percentage of tractor-trailer trucks.

Standard:

⁰⁹ If this warrant is met and a traffic control signal at the intersection is justified by an engineering study, then:

- A. The traffic control signal shall have actuation on the minor street;**
- B. Preemption control shall be provided in accordance with Sections 4D.27, 8C.09, and 8C.10; and**
- C. The grade crossing shall have flashing-light signals (see Chapter 8C).**

Guidance:

¹⁰ If this warrant is met and a traffic control signal at the intersection is justified by an engineering study, the grade crossing should have automatic gates (see Chapter 8C).

Section 4C.101(CA) Criterion for School Crossing Traffic Signals

01 Standard:

- A. The signal shall be designed for full-time operation.**
- B. Pedestrian signal faces of the International Symbol type shall be installed at all marked crosswalks at signalized intersections along the "Suggested Route to School."**
- C. If an intersection is signalized under this guideline for school pedestrians, the entire intersection shall be signalized.**
- D. School area traffic signals shall be traffic actuated type with push buttons or other detectors for pedestrians.**

Option:

- 02 Non-intersection school pedestrian crosswalk locations may be signalized when justified.**

Section 4C.102(CA) Bicycle Signal Warrant

Guidance:

01 A bicycle signal should be considered for use only when the volume and collision or volume and geometric warrants have been met:

- 1. Volume; When $W = B \times V$ and $W \geq 50,000$ and $B \geq 50$.
Where: W is the volume warrant. B is the number of bicycles at the peak hour entering the intersection. V is the number of vehicles at the peak hour entering the intersection. B and V shall use the same peak hour.*
- 2. Collision; When 2 or more bicycle/vehicle collisions of types susceptible to correction by a bicycle signal have occurred over a 12-month period and the responsible public works official determines that a bicycle signal will reduce the number of collisions.*
- 3. Geometric;*
 - (a) Where a separate bicycle/ multi use path intersects a roadway.*
 - (b) At other locations to facilitate a bicycle movement that is not permitted for a motor vehicle.*

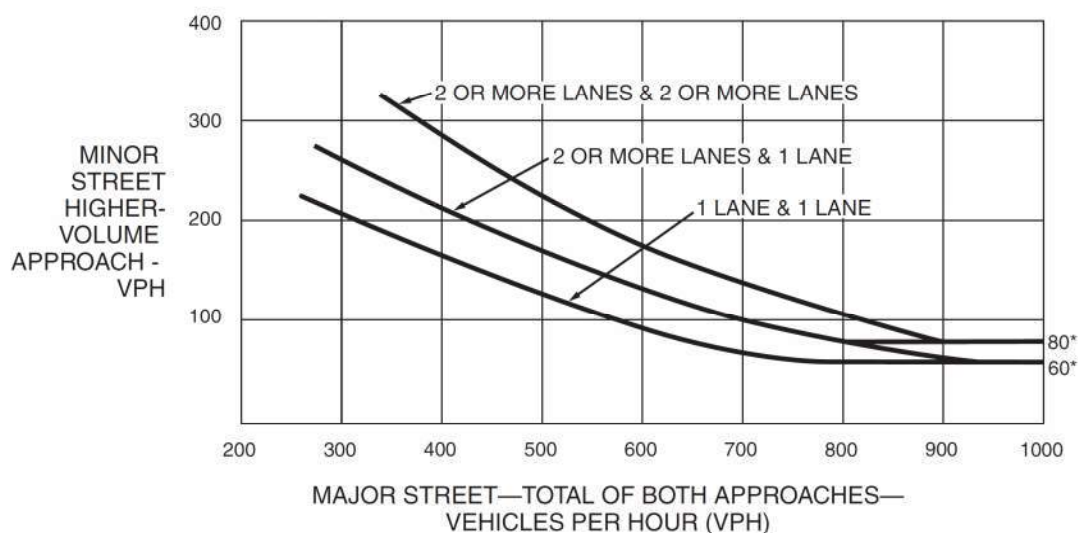
Figure 4C-1. Warrant 2, Four-Hour Vehicular Volume



*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane.

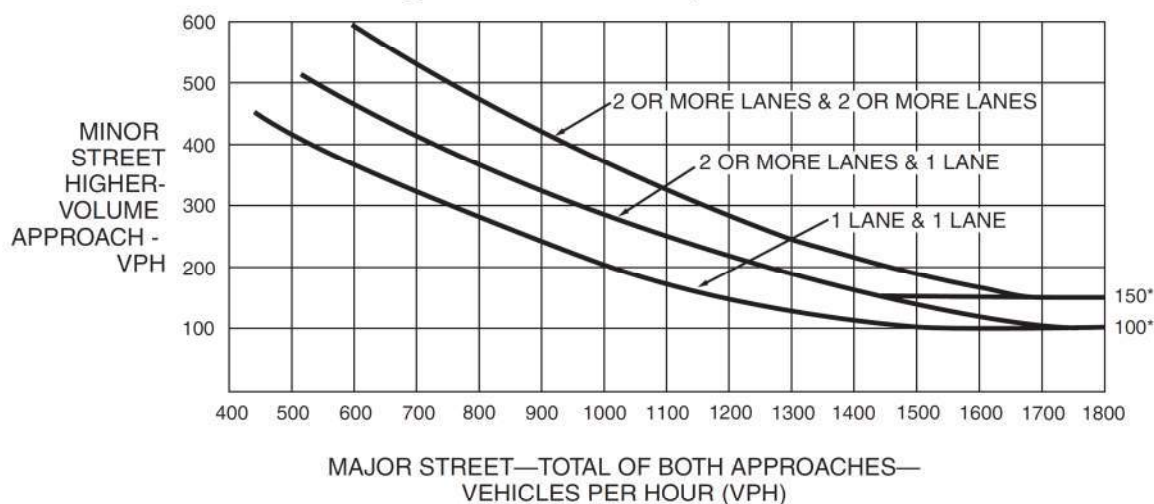
Figure 4C-2. Warrant 2, Four-Hour Vehicular Volume (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



*Note: 80 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 60 vph applies as the lower threshold volume for a minor-street approach with one lane.

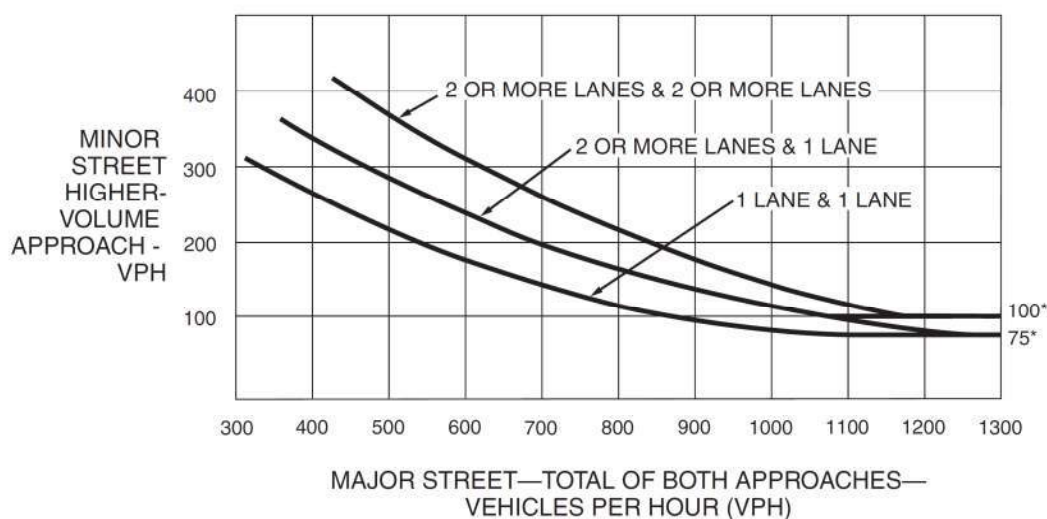
Figure 4C-3. Warrant 3, Peak Hour



*Note: 150 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor-street approach with one lane.

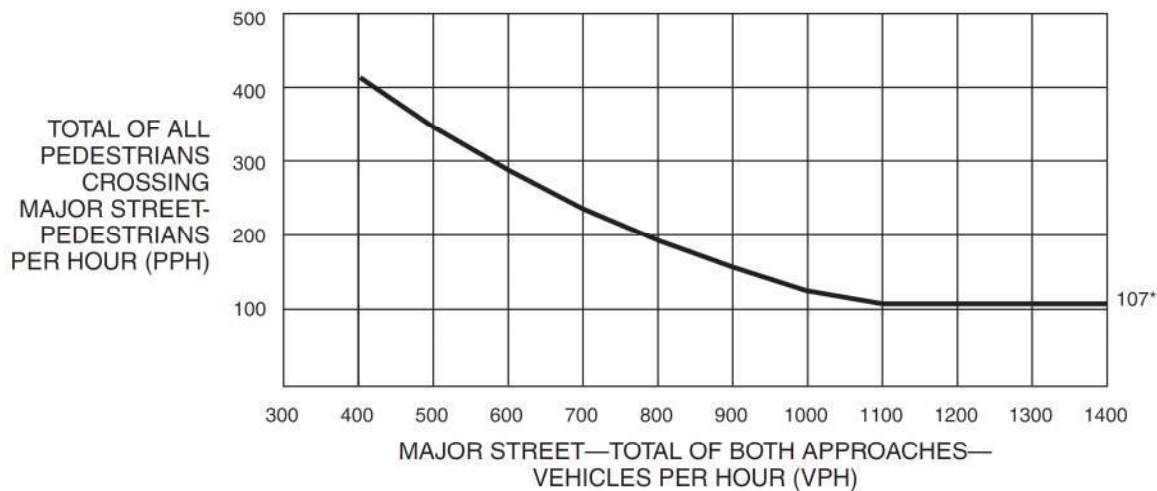
Figure 4C-4. Warrant 3, Peak Hour (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



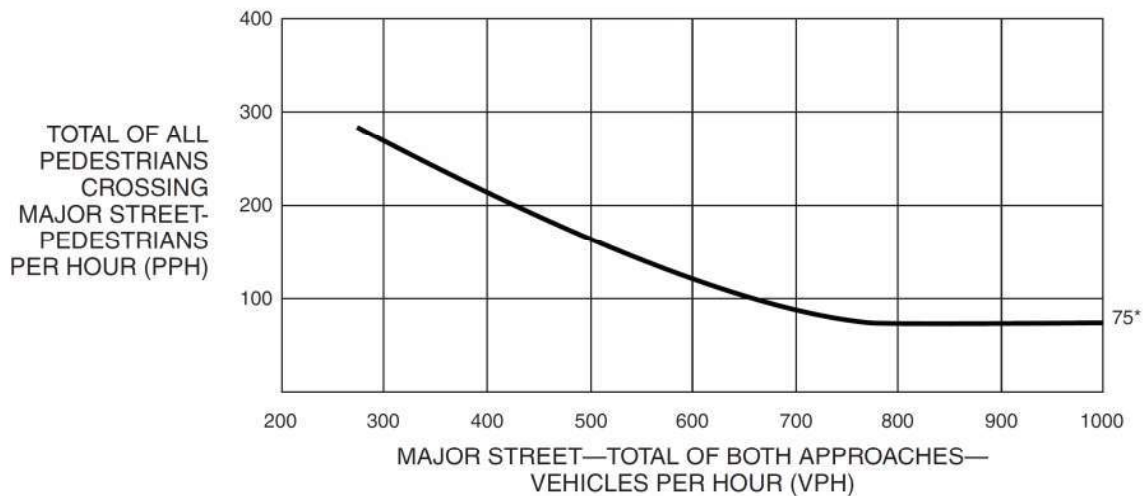
*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

Figure 4C-5. Warrant 4, Pedestrian Four-Hour Volume



*Note: 107 pph applies as the lower threshold volume.

Figure 4C-6. Warrant 4, Pedestrian Four-Hour Volume (70% Factor)



*Note: 75 pph applies as the lower threshold volume.

Figure 4C-7. Warrant 4, Pedestrian Peak Hour



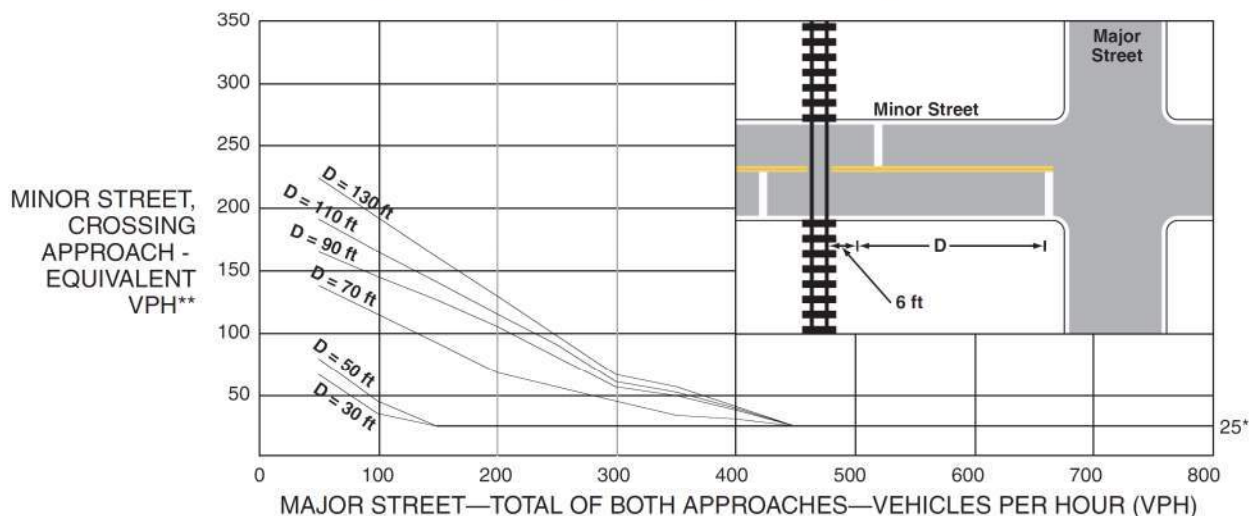
*Note: 133 pph applies as the lower threshold volume.

Figure 4C-8. Warrant 4, Pedestrian Peak Hour (70% Factor)



*Note: 93 pph applies as the lower threshold volume.

**Figure 4C-9. Warrant 9, Intersection Near a Grade Crossing
(One Approach Lane at the Track Crossing)**



**Figure 4C-10. Warrant 9, Intersection Near a Grade Crossing
(Two or More Approach Lanes at the Track Crossing)**

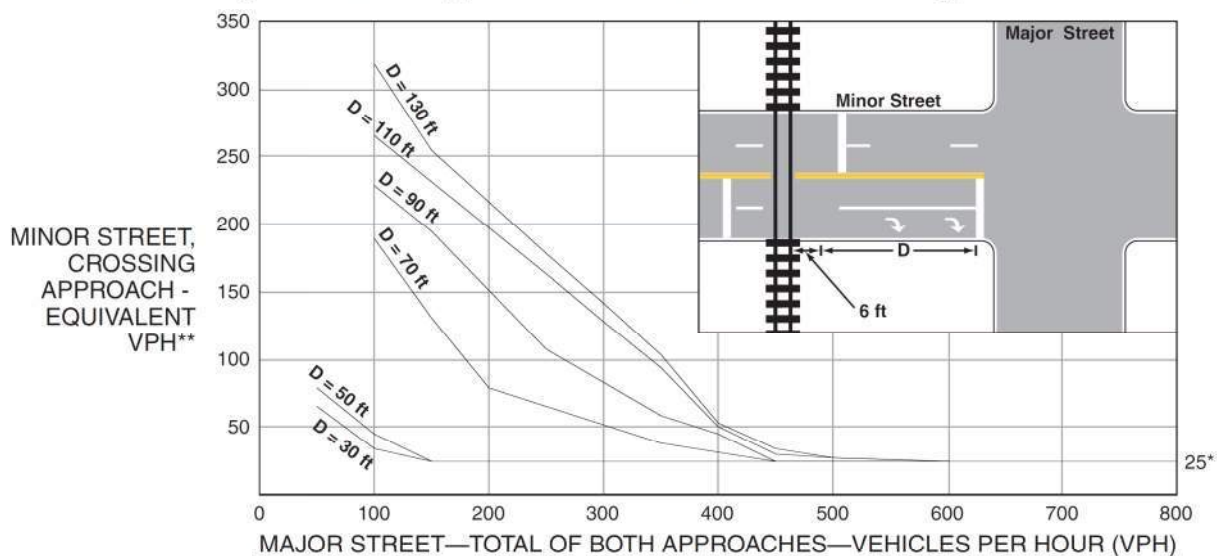


Figure 4C-101 (CA). Traffic Signal Warrants Worksheet (Sheet 1 of 5)

COUNT DATE _____
 CALC _____ DATE _____
 CHK _____ DATE _____

DIST _____ CO _____ RTE _____ PM _____

Major St: _____ Critical Approach Speed _____ mph
 Minor St: _____ Critical Approach Speed _____ mph

Speed limit or critical speed on major street traffic > 40 mph..... ☐ or ☐ } **RURAL (R)**
 In built up area of isolated community of < 10,000 population..... ☐ } **URBAN (U)**

WARRANT 1 - Eight Hour Vehicular Volume SATISFIED YES ☐ NO ☐
 (Condition A or Condition B or combination of A and B must be satisfied)

Condition A - Minimum Vehicle Volume 100% SATISFIED YES ☐ NO ☐

80% SATISFIED YES ☐ NO ☐

	MINIMUM REQUIREMENTS (80% SHOWN IN BRACKETS)											
	U	R	U	R								
APPROACH LANES	1		2 or More									
Both Approaches Major Street	500 (400)	350 (280)	600 (480)	420 (336)								Hour
Highest Approach Minor Street	150 (120)	105 (84)	200 (160)	140 (112)								

Condition B - Interruption of Continuous Traffic 100% SATISFIED YES ☐ NO ☐

80% SATISFIED YES ☐ NO ☐

	MINIMUM REQUIREMENTS (80% SHOWN IN BRACKETS)											
	U	R	U	R								
APPROACH LANES	1		2 or More									
Both Approaches Major Street	750 (600)	525 (420)	900 (720)	630 (504)								Hour
Highest Approach Minor Street	75 (60)	53 (42)	100 (80)	70 (56)								

Combination of Conditions A & B SATISFIED YES ☐ NO ☐

REQUIREMENT	CONDITION	✓	FULFILLED
TWO CONDITIONS SATISFIED 80%	A. MINIMUM VEHICULAR VOLUME		Yes ☐ No ☐
	AND, B. INTERRUPTION OF CONTINUOUS TRAFFIC		
AND, AN ADEQUATE TRIAL OF OTHER ALTERNATIVES THAT COULD CAUSE LESS DELAY AND INCONVENIENCE TO TRAFFIC HAS FAILED TO SOLVE THE TRAFFIC PROBLEMS			Yes ☐ No ☐

The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal.

Figure 4C-101 (CA). Traffic Signal Warrants Worksheet (Sheet 2 of 5)

WARRANT 2 - Four Hour Vehicular Volume

SATISFIED* YES ☐ NO ☐

Record hourly vehicular volumes for any four hours of an average day.

APPROACH LANES	One	2 or More	Hour
Both Approaches - Major Street			
Higher Approach - Minor Street			

*All plotted points fall above the applicable curve in Figure 4C-1. (URBAN AREAS)	Yes ☐	No ☐
<u>OR</u> , All plotted points fall above the applicable curve in Figure 4C-2. (RURAL AREAS)	Yes ☐	No ☐

WARRANT 3 - Peak Hour
(Part A or Part B must be satisfied)

SATISFIED YES ☐ NO ☐

PART A

SATISFIED YES ☐ NO ☐

(All parts 1, 2, and 3 below must be satisfied for the same one hour, for any four consecutive 15-minute periods)

1. The total delay experienced by traffic on one minor street approach (one direction only) controlled by a STOP sign equals or exceeds four vehicle-hours for a one-lane approach, or five vehicle-hours for a two-lane approach; <u>AND</u>	Yes ☐	No ☐
2. The volume on the same minor street approach (one direction only) equals or exceeds 100 vph for one moving lane of traffic or 150 vph for two moving lanes; <u>AND</u>	Yes ☐	No ☐
3. The total entering volume serviced during the hour equals or exceeds 800 vph for intersections with four or more approaches or 650 vph for intersections with three approaches.	Yes ☐	No ☐

PART B

SATISFIED YES ☐ NO ☐

APPROACH LANES	One	2 or More	Hour
Both Approaches - Major Street			
Higher Approach - Minor Street			

The plotted point falls above the applicable curve in Figure 4C-3. (URBAN AREAS)	Yes ☐	No ☐
<u>OR</u> , The plotted point falls above the applicable curve in Figure 4C-4. (RURAL AREAS)	Yes ☐	No ☐

The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal.

Figure 4C-101 (CA). Traffic Signal Warrants Worksheet (Sheet 3 of 5)

WARRANT 4 - Pedestrian Volume
(Parts 1 and 2 Must Be Satisfied)

SATISFIED YES ☐ NO ☐

Part 1 (Parts A or B must be satisfied)

Hours -->

A.

Vehicles per hour for any 4 hours				
Pedestrians per hour for any 4 hours				

Figure 4C-5 or Figure 4C-6
SATISFIED YES ☐ NO ☐

B.

Vehicles per hour for any 1 hour				
Pedestrians per hour for any 1 hour				

Figure 4C-7 or Figure 4C-8
SATISFIED YES ☐ NO ☐

Part 2

SATISFIED YES ☐ NO ☐

<u>AND</u> , The distance to the nearest traffic signal along the major street is greater than 300 ft	Yes ☐	No ☐
<u>OR</u> , The proposed traffic signal will not restrict progressive traffic flow along the major street.	Yes ☐	No ☐

WARRANT 5 - School Crossing
(Parts A and B Must Be Satisfied)

SATISFIED YES ☐ NO ☐

Part A

Gap/Minutes and # of Children

SATISFIED YES ☐ NO ☐

Gaps vs Minutes	Minutes Children Using Crossing	
	Number of Adequate Gaps	
School Age Pedestrians Crossing Street / hr		

Hour

Gaps < Minutes YES ☐ NO ☐

AND Children > 20/hr YES ☐ NO ☐

<u>AND</u> , Consideration has been given to less restrictive remedial measures.	Yes ☐	No ☐
--	------------------------------	-----------------------------

Part B

SATISFIED YES ☐ NO ☐

The distance to the nearest traffic signal along the major street is greater than 300 ft	Yes ☐	No ☐
<u>OR</u> , The proposed signal will not restrict the progressive movement of traffic.	Yes ☐	No ☐

The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal.

Figure 4C-101 (CA). Traffic Signal Warrants Worksheet (Sheet 4 of 5)

**WARRANT 6 - Coordinated Signal System
(All Parts Must Be Satisfied)**

SATISFIED YES ☐ NO ☐

MINIMUM REQUIREMENTS	DISTANCE TO NEAREST SIGNAL	
≥ 1000 ft	N _____ ft, S _____ ft, E _____ ft, W _____ ft	Yes ☐ No ☐
On a one-way street or a street that has traffic predominantly in one direction, the adjacent traffic control signals are so far apart that they do not provide the necessary degree of vehicular platooning.		Yes ☐ No ☐
OR, On a two-way street, adjacent traffic control signals do not provide the necessary degree of platooning and the proposed and adjacent traffic control signals will collectively provide a progressive operation.		

**WARRANT 7 - Crash Experience Warrant
(All Parts Must Be Satisfied)**

SATISFIED YES ☐ NO ☐

Adequate trial of alternatives with satisfactory observance and enforcement has failed to reduce the crash frequency.		Yes ☐ No ☐	
REQUIREMENTS	Number of crashes reported within a 12 month period susceptible to correction by a traffic signal, and involving injury or damage exceeding the requirements for a reportable crash.	Yes ☐ No ☐	
5 OR MORE			
REQUIREMENTS	CONDITIONS	Yes ☐ No ☐	
ONE CONDITION SATISFIED 80%	Warrant 1, Condition A - Minimum Vehicular Volume		✓
	OR, Warrant 1, Condition B - Interruption of Continuous Traffic		
	OR, Warrant 4, Pedestrian Volume Condition Ped Vol ≥ 80% of Figure 4C-5 through Figure 4C-8		

**WARRANT 8 - Roadway Network
(All Parts Must Be Satisfied)**

SATISFIED YES ☐ NO ☐

MINIMUM VOLUME REQUIREMENTS	ENTERING VOLUMES - ALL APPROACHES	✓	FULFILLED
1000 Veh/Hr	During Typical Weekday Peak Hour _____ Veh/Hr and has 5-year projected traffic volumes that meet one or more of Warrants 1, 2, and 3 during an average weekday.		Yes ☐ No ☐
	OR During Each of Any 5 Hrs. of a Sat. or Sun _____ Veh/Hr		
CHARACTERISTICS OF MAJOR ROUTES		MAJOR ROUTE A	MAJOR ROUTE B
Hwy. System Serving as Principal Network for Through Traffic			
Rural or Suburban Highway Outside Of, Entering, or Traversing a City			
Appears as Major Route on an Official Plan			
Any Major Route Characteristics Met, Both Streets			Yes ☐ No ☐

The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal.

Figure 4C-101 (CA). Traffic Signal Warrants Worksheet (Sheet 5 of 5)

**WARRANT 9 - Intersection Near a Grade Crossing
(Both Parts A and B Must Be Satisfied)**

SATISFIED YES ☐ NO ☐

<u>PART A</u> A grade crossing exists on an approach controlled by a STOP or YIELD sign and the center of the track nearest to the intersection is within 140 feet of the stop line or yield line on the approach. Track Center Line to Limit Line _____ ft	Yes ☐ No ☐
<u>PART B</u> There is one minor street approach lane at the track crossing - During the highest traffic volume hour during which rail traffic uses the crossing, the plotted point falls above the applicable curve in Figure 4C-9. Major Street - Total of both approaches: _____ VPH Minor Street - Crosses the track (one direction only, approaching the intersection): _____ VPH X AF (Use Tables 4C-2, 3, & 4 below to calculate AF) = _____ VPH OR, There are two or more minor street approach lanes at the track crossing - During the highest traffic volume hour during which rail traffic uses the crossing, the plotted point falls above the applicable curve in Figure 4C-10. Major Street - Total of both approaches : _____ VPH Minor Street - Crosses the track (one direction only, approaching the intersection): _____ VPH X AF (Use Tables 4C-2, 3, & 4 below to calculate AF) = _____ VPH	Yes ☐ No ☐

The minor street approach volume may be multiplied by up to three following adjustment factors (AF) as described in Section 4C.10.

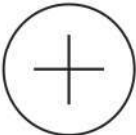
1- Number of Rail Traffic per Day _____ Adjustment factor from table 4C-2 _____

2- Percentage of High-Occupancy Buses on Minor Street Approach _____ Adjustment factor from table 4C-3 _____

3- Percentage of Tractor-Trailer Trucks on Minor Street Approach _____ Adjustment factor from table 4C-4 _____

NOTE: If no data is available or known, then use AF = 1 (no adjustment)

Figure 4C-102 (CA). Traffic Count Worksheet



Insert North Point

Not to Scale

Number of Lanes _____		Pedestrians	
Total*	Peak		
AM Peak	PM Peak	Total*	

Number of Lanes		Pedestrians	
Total*	Peak		
AM Peak	PM Peak	Total*	

Number of Lanes		Pedestrians	
Total*	Peak		
AM Peak	PM Peak	Total*	

Number of Lanes		Pedestrians	
Total*	Peak		
AM Peak	PM Peak	Total*	

Number of Lanes		Pedestrians	
Total*	Peak		
AM Peak	PM Peak	Total*	

***Entire Count Period**

DIRECTIONAL TRAFFIC COUNT

Dist _____ Co _____ Rte _____ PM _____

Intersection Give Name _____

City _____

Day _____ Date _____

Hour _____ to Hour _____

Total Volume _____

AM Peak _____ Hour _____ Volume _____

PM Peak _____ Hour _____ Volume _____

**Figure 4C-103 (CA). Traffic Signal Warrants Worksheet
(Average Traffic Estimate Form)**

COUNT DATE _____			
CALC _____		DATE _____	
CHK _____		DATE _____	
DIST _____	CO _____	RTE _____	PM _____
Major St: _____		Critical Approach Speed _____ mph	
Minor St: _____		Critical Approach Speed _____ mph	
Speed limit or critical speed on major street traffic > 40 mph.....		☐	}
In built up area of isolated community of < 10,000 population.....		☐	
		☐	
		RURAL (R)	
		URBAN (U)	

(Based on Estimated Average Daily Traffic - See Note)

URBAN..... RURAL.....	Minimum Requirements EADT				
CONDITION A - Minimum Vehicular Volume					
Satisfied _____ Not Satisfied _____		Vehicles Per Day on Major Street (Total of Both Approaches)		Vehicles Per Day on Higher-Volume Minor Street Approach (One Direction Only)	
Number of lanes for moving traffic on each approach					
Major Street	Minor Street	Urban	Rural	Urban	Rural
1.....	1.....	8,000	5,600	2,400	1,680
2 or More.....	1.....	9,600	6,720	2,400	1,680
2 or More.....	2 or More.....	9,600	6,720	3,200	2,240
1.....	2 or More.....	8,000	5,600	3,200	2,240
CONDITION B - Interruption of Continuous Traffic					
Satisfied _____ Not Satisfied _____		Vehicles Per Day on Major Street (Total of Both Approaches)		Vehicles Per Day on Higher-Volume Minor Street Approach (One Direction Only)	
Number of lanes for moving traffic on each approach					
Major Street	Minor Street	Urban	Rural	Urban	Rural
1.....	1.....	12,000	8,400	1,200	850
2 or More.....	1.....	14,400	10,080	1,200	850
2 or More.....	2 or More.....	14,400	10,080	1,600	1,120
1.....	2 or More.....	12,000	8,400	1,600	1,120
Combination of CONDITIONS A + B					
Satisfied _____ Not Satisfied _____		2 CONDITIONS 80%		2 CONDITIONS 80%	
No one condition satisfied, but following conditions fulfilled 80% or more..... A _____ B _____					

Note: To be used only for NEW INTERSECTIONS or other locations where it is not reasonable to count actual traffic volumes.

The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal.

Table 4C-1. Warrant 1, Eight-Hour Vehicular Volume

Condition A—Minimum Vehicular Volume

Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor-street approach (one direction only)			
Major Street	Minor Street	100% ^a	80% ^b	70% ^c	56% ^d	100% ^a	80% ^b	70% ^c	56% ^d
1	1	500	400	350	280	150	120	105	84
2 or more	1	600	480	420	336	150	120	105	84
2 or more	2 or more	600	480	420	336	200	160	140	112
1	2 or more	500	400	350	280	200	160	140	112

Condition B—Interruption of Continuous Traffic

Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor-street approach (one direction only)			
Major Street	Minor Street	100% ^a	80% ^b	70% ^c	56% ^d	100% ^a	80% ^b	70% ^c	56% ^d
1	1	750	600	525	420	75	60	53	42
2 or more	1	900	720	630	504	75	60	53	42
2 or more	2 or more	900	720	630	504	100	80	70	56
1	2 or more	750	600	525	420	100	80	70	56

^a Basic minimum hourly volume

^b Used for combination of Conditions A and B after adequate trial of other remedial measures

^c May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

^d May be used for combination of Conditions A and B after adequate trial of other remedial measures when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

**Table 4C-2. Warrant 9,
Adjustment Factor for
Daily Frequency of Rail Traffic**

Rail Traffic per Day	Adjustment Factor
1	0.67
2	0.91
3 to 5	1.00
6 to 8	1.18
9 to 11	1.25
12 or more	1.33

**Table 4C-3. Warrant 9, Adjustment Factor
for Percentage of High-Occupancy Buses**

% of High-Occupancy Buses* on Minor-Street Approach	Adjustment Factor
0%	1.00
2%	1.09
4%	1.19
6% or more	1.32

* A high-occupancy bus is defined as a bus occupied by at least 20 people.

**Table 4C-4. Warrant 9, Adjustment Factor
for Percentage of Tractor-Trailer Trucks**

% of Tractor-Trailer Trucks on Minor-Street Approach	Adjustment Factor	
	D less than 70 feet	D of 70 feet or more
0% to 2.5%	0.50	0.50
2.6% to 7.5%	0.75	0.75
7.6% to 12.5%	1.00	1.00
12.6% to 17.5%	2.30	1.15
17.6% to 22.5%	2.70	1.35
22.6% to 27.5%	3.28	1.64
More than 27.5%	4.18	2.09

COUNTERMEASURE TOOLBOX ATTACHMENT
STOP WARRANT – CAMUTCD 2014

Support:

- ¹⁷ Caltrans will grant such permission only when an investigation indicates that the STOP (R1-1) sign will benefit traffic.

Section 2B.06 STOP Sign Applications

Guidance:

- ⁰¹ At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see Sections 2B.08 and 2B.09).
- ⁰² The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:
- A. The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;
 - B. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or
 - C. Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.

Support:

- ⁰³ The use of STOP signs at grade crossings is described in Sections 8B.04 and 8B.05.

Section 2B.07 Multi-Way Stop Applications

Support:

- ⁰¹ Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

- ⁰² The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

- ⁰³ The decision to install multi-way stop control should be based on an engineering study.
- ⁰⁴ The following criteria should be considered in the engineering study for a multi-way STOP sign installation:
- A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
 - B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
 - C. Minimum volumes:
 - 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
 - 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
 - 3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
 - D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

- ⁰⁵ Other criteria that may be considered in an engineering study include:
- A. The need to control left-turn conflicts;
 - B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
 - C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and

- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Section 2B.08 YIELD Sign (R1-2)

Standard:

- 01 The YIELD (R1-2) sign (see Figure 2B-1) shall be a downward-pointing equilateral triangle with a wide red border and the legend YIELD in red on a white background.**

Support:

- 02 The YIELD sign assigns right-of-way to traffic on certain approaches to an intersection. Vehicles controlled by a YIELD sign need to slow down to a speed that is reasonable for the existing conditions or stop when necessary to avoid interfering with conflicting traffic.**

Section 2B.09 YIELD Sign Applications

Option:

- 01 YIELD signs may be installed:**
- A. On the approaches to a through street or highway where conditions are such that a full stop is not always required.
 - B. At the second crossroad of a divided highway, where the median width at the intersection is 30 feet or greater. In this case, a STOP or YIELD sign may be installed at the entrance to the first roadway of a divided highway, and a YIELD sign may be installed at the entrance to the second roadway.
 - C. For a channelized turn lane that is separated from the adjacent travel lanes by an island, even if the adjacent lanes at the intersection are controlled by a highway traffic control signal or by a STOP sign.
 - D. At an intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.
 - E. Facing the entering roadway for a merge-type movement if engineering judgment indicates that control is needed because acceleration geometry and/or sight distance is not adequate for merging traffic operation.

Standard:

- 02 A YIELD (R1-2) sign shall be used to assign right-of-way at the entrance to a roundabout. YIELD signs at roundabouts shall be used to control the approach roadways and shall not be used to control the circulatory roadway.**
- 03 Other than for all of the approaches to a roundabout, YIELD signs shall not be placed on all of the approaches to an intersection.**

Section 2B.10 STOP Sign or YIELD Sign Placement

Standard:

- 01 The STOP or YIELD sign shall be installed on the near side of the intersection on the right-hand side of the approach to which it applies. When the STOP or YIELD sign is installed at this required location and the sign visibility is restricted, a Stop Ahead sign (see Section 2C.36) shall be installed in advance of the STOP sign or a Yield Ahead sign (see Section 2C.36) shall be installed in advance of the YIELD sign.**
- 02 The STOP or YIELD sign shall be located as close as practical to the intersection it regulates, while optimizing its visibility to the road user it is intended to regulate.**
- 02a YIELD signs shall not be erected upon the approaches to more than one of the intersecting streets. Refer to CVC 21356.**
- 03 STOP signs and YIELD signs shall not be mounted on the same post.**
- 04 No items other than inventory stickers, sign installation dates, and bar codes shall be affixed to the fronts of STOP or YIELD signs, and the placement of these items shall be in the border of the sign.**
- 05 No items other than official traffic control signs, inventory stickers, sign installation dates, anti-vandalism stickers, and bar codes shall be mounted on the backs of STOP or YIELD signs.**
- 06 No items other than retroreflective strips (see Section 2A.21) or official traffic control signs shall be mounted on the fronts or backs of STOP or YIELD signs supports.**

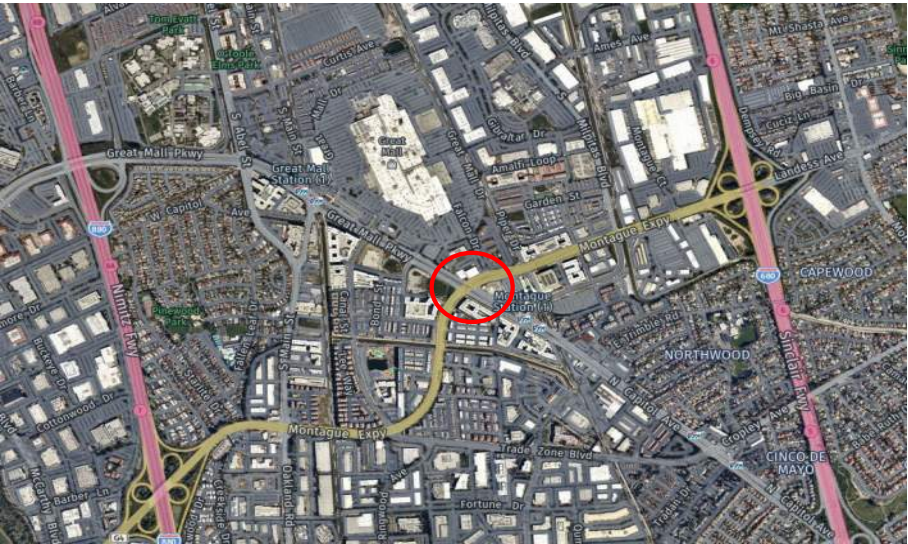


APPENDIX E

PROJECT SHEETS

Signalized Intersection

Location: Great Mall Pkwy & Montague Expy
Agency Name: City of Milpitas
Contact Name: Nolen Ugalde
E-mail: nugalde@milpitas.gov

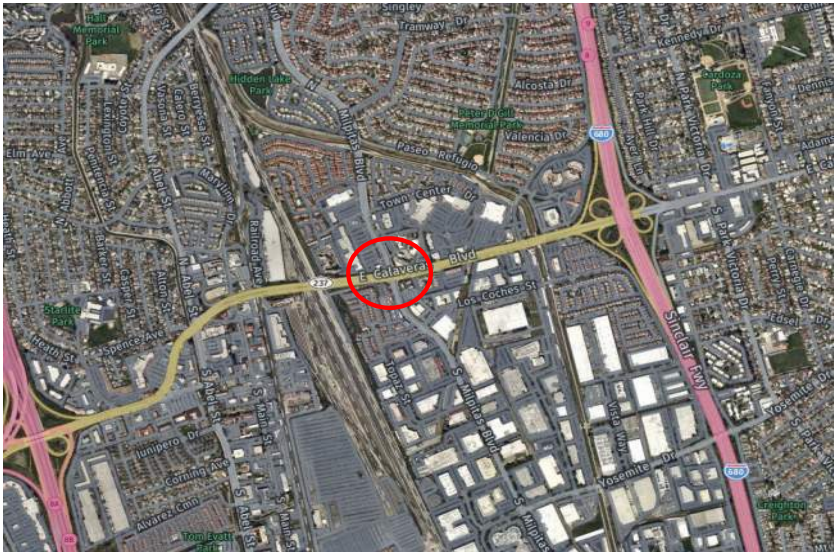


Total Crashes	35
Local CCR Differential	0.69
Equivalent Property Damage Only	374
Fatal	0
Severe Injury	1
Other Visible Injury	10
Complaint of Pain	24
Crash Type	
Broadside	15
Sideswipe	5
Rear End	6
Head On	3
Hit Object	4
Overtaken	1
Non-Motorist Crashes	
Pedestrian	0
Bicycle	3
Contributing Factors	
Aggressive	16
Impaired	0
Crash Conditions	
Dark	9
Wet	3

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
Includes cost of controller updates and design	Bike + Ped	Implement Leading Pedestrian Interval (LPI) to increase pedestrian crossing time	Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	S21PB	10	0.40	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 410,040	1 Lump Sum	\$ 45,600	\$ 45,600	9.0
								SEVERE	0	0	0.00	\$ 1,787,000	\$ -					
								OTHER VISIBLE	1	0.6	1.20	\$ 159,900	\$ 191,880					
								COMPLAINT OF PAIN	2	1.2	2.40	\$ 90,900	\$ 218,160					
-	All	Install retroreflective backplates	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	S02	10	0.85	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 1,670,280	28 Backplates	\$ 750	\$ 21,000	79.5
								SEVERE	1	0.15	0.30	\$ 1,787,000	\$ 536,100					
								OTHER VISIBLE	10	1.5	3.00	\$ 159,900	\$ 479,700					
								COMPLAINT OF PAIN	24	3.6	7.20	\$ 90,900	\$ 654,480					
-	Bike + Ped	Install advanced stop bar	Install advance stop bar before crosswalk (bicycle box)	S20PB	10	0.85	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 102,510	170 SQFT of Striping	\$ 7	\$ 1,190	86.1
								SEVERE	0	0	0.00	\$ 1,787,000	\$ -					
								OTHER VISIBLE	1	0.15	0.30	\$ 159,900	\$ 47,970					
								COMPLAINT OF PAIN	2	0.3	0.60	\$ 90,900	\$ 54,540					
-	Bike + Ped	Install pedestrian median fencing on Northern approach to address jaywalking	Install pedestrian median fencing on approaches	S13PB	20	0.90	65%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 68,340	2000 LF	\$ 100	\$ 200,000	0.3
								SEVERE	0	0	0.00	\$ 1,787,000	\$ -					
								OTHER VISIBLE	1	0.1	0.20	\$ 159,900	\$ 31,980					
								COMPLAINT OF PAIN	2	0.2	0.40	\$ 90,900	\$ 36,360					
-	Bike + Ped	Implement green conflict zone striping for bike lanes	Install advance stop bar before crosswalk (Bicycle Box)	S20PB	10	0.85	90%	FATAL	0	0	0.00	\$ 2,843,000	\$ -	\$ 102,510	6000 SQFT Striping	\$ 6	\$ 36,000	2.8
								SEVERE	0	0	0.00	\$ 2,843,000	\$ -					
								OTHER VISIBLE	1	0.15	0.30	\$ 159,900	\$ 47,970					
								COMPLAINT OF PAIN	2	0.3	0.60	\$ 90,900	\$ 54,540					
-	Bike + Ped	Install APS (accessible pedestrian signals)	-	-	-	-	-	FATAL	-	-	-	-	-	\$ -	4 Crosswalks	\$ 2,000	\$ 16,000	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
-	Bike + Ped	ADA ramp upgrades	-	-	-	-	-	FATAL	-	-	-	-	-	\$ -	3 Curb Ramps	\$ 5,000	\$ 15,000	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
																Total Cost	\$ 334,790	

Signalized Intersection

Location: E Calaveras Blvd & N Milpitas Blvd
Agency Name: City of Milpitas
Contact Name: Nolen Ugalde
E-mail: nugalde@milpitas.gov

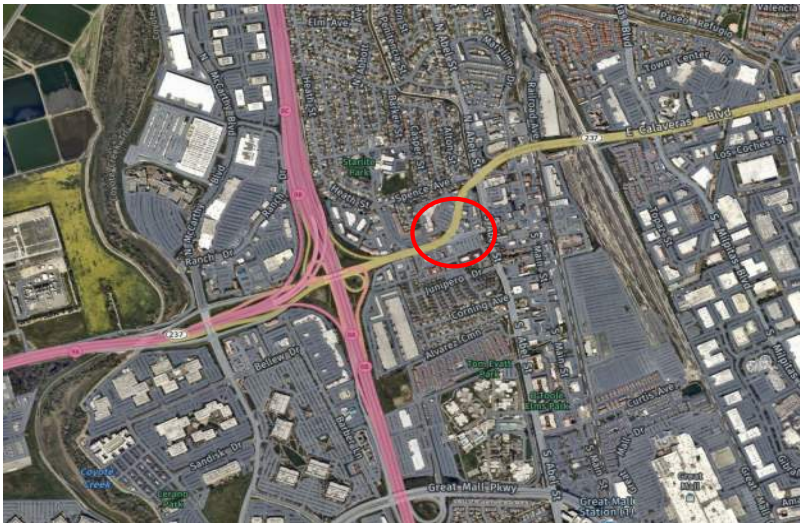


Total Crashes	21
Local CCR Differential	0.09
Equivalent Property Damage Only	330
Fatal	0
Severe Injury	1
Other Visible Injury	5
Complaint of Pain	14
Crash Type	
Broadside	7
Sideswipe	2
Rear End	5
Head On	0
Hit Object	3
Overturned	0
Non-Motorist Crashes	
Pedestrian	2
Bicycle	2
Contributing Factors	
Aggressive	12
Impaired	2
Crash Conditions	
Dark	8
Wet	2

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	All	Install retroreflective backplates on traffic signal heads	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	S02	10	0.85	90%	FATAL	0	0	0.00	\$ 2,843,000	\$ -	\$ 1,474,530	16 Backplates	\$ 750	\$ 12,000	122.9
								SEVERE	1	0.15	0.30	\$ 2,843,000	\$ 852,900					
								OTHER VISIBLE	5	0.75	1.50	\$ 159,900	\$ 239,850					
								COMPLAINT OF PAIN	14	2.1	4.20	\$ 90,900	\$ 381,780					
Includes cost of controller updates and design	Bike + Ped	Implement LPI	Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	S21PB	10	0.40	90%	FATAL	0	0	0.00	\$ 2,843,000	\$ -	\$ 3,987,240	1 Lump Sum	\$ 45,600	\$ 45,600	87.4
								SEVERE	1	0.6	1.20	\$ 2,843,000	\$ 3,411,600					
								OTHER VISIBLE	3	1.8	3.60	\$ 159,900	\$ 575,640					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
-	Bike + Ped	Install advanced stop bar (all approaches)	Install advance stop bar before crosswalk (bicycle box)	S20PB	10	0.85	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 680,010	160 SQFT of Striping	\$ 7	\$ 1,120	607.2
								SEVERE	1	0.15	0.30	\$ 1,787,000	\$ 536,100					
								OTHER VISIBLE	3	0.45	0.90	\$ 159,900	\$ 143,910					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
Includes unit cost, installation and design	All	Install traffic signal ahead flashing beacon on the EB Calaveras approach to intx	Install flashing beacon as advance warning (S.I.)	S10	10	0.70	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 4,097,100	1 Lump Sum	\$ 10,200	\$ 10,200	401.7
								SEVERE	1	0.3	0.60	\$ 1,787,000	\$ 1,072,200					
								OTHER VISIBLE	5	1.5	3.00	\$ 159,900	\$ 479,700					
								COMPLAINT OF PAIN	14	14	28.00	\$ 90,900	\$ 2,545,200					
-	Bike + Ped	ADA ramp upgrades	-	-	-	-	-	FATAL	-	-	-	-	-	\$ -	14 Curb Ramps	\$ 5,000	\$ 70,000	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
																Total Cost	\$ 138,920	

Location:
Agency Name:
Contact Name:
E-mail:

W Calaveras Blvd & Serra Wy
City of Milpitas
Nolen Ugalde
nugalde@milpitas.gov

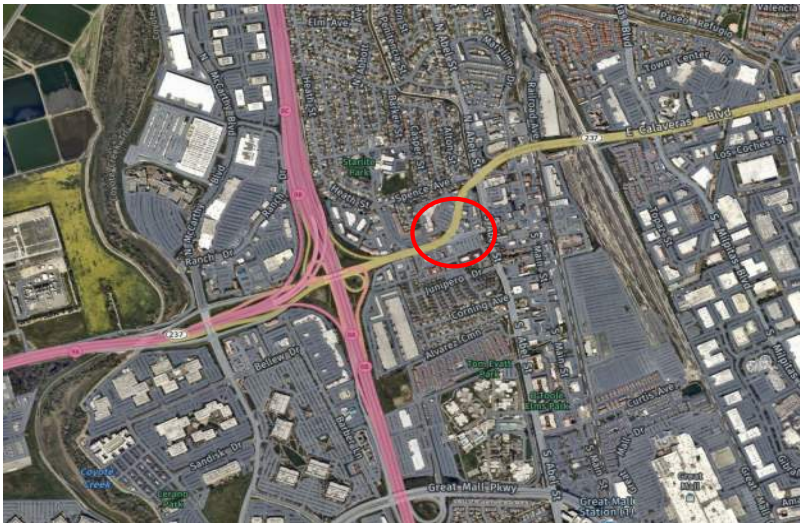


Total Crashes	19
Local CCR Differential	0.07
Equivalent Property Damage Only	576
Fatal	0
Severe Injury	4
Other Visible Injury	1
Complaint of Pain	14
Crash Type	
Broadside	9
Sideswipe	1
Rear End	4
Head On	1
Hit Object	2
Overtuned	0
Non-Motorist Crashes	
Pedestrian	1
Bicycle	1
Contributing Factors	
Aggressive	9
Impaired	2
Crash Conditions	
Dark	9
Wet	1

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	All	Install retroreflective backplates on traffic signal heads. Upgrade 8" heads to 12" heads	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	S02	10	0.85	90%	FATAL	0	0	0.00	\$ 2,843,000	\$ -	\$ 3,841,350	16 Signal Heads	\$ 8,750	\$ 140,000	27.4
								SEVERE	4	0.6	1.20	\$ 2,843,000	\$ 3,411,600					
								OTHER VISIBLE	1	0.15	0.30	\$ 159,900	\$ 47,970					
								COMPLAINT OF PAIN	14	2.1	4.20	\$ 90,900	\$ 381,780					
Includes cost of controller updates and design	Bike + Ped	Implement Leading Pedestrian Interval (LPI)	Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	S21PB	10	0.40	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 2,253,480	1 Lump Sum	\$ 45,600	\$ 45,600	49.4
								SEVERE	1	0.6	1.20	\$ 1,787,000	\$ 2,144,400					
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -					
								COMPLAINT OF PAIN	1	0.6	1.20	\$ 90,900	\$ 109,080					
-	Bike + Ped	Install advanced stop bar/yield Lines at crosswalk approaches	Install advance stop bar before crosswalk (bicycle box)	S20PB	10	0.85	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 563,370	65 SQFT of Striping	\$ 7	\$ 455	1,238.2
								SEVERE	1	0.15	0.30	\$ 1,787,000	\$ 536,100					
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -					
								COMPLAINT OF PAIN	1	0.15	0.30	\$ 90,900	\$ 27,270					
-	All	Install pavement legends and signage indicating which lanes lead to NB/SB I-880 to prevent drivers needing to make late lane changes	Install raised pavement markers and striping (through intersection)	S09	10	0.90	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 1,716,100	180 SQFT of Striping	\$ 7	\$ 2,760	621.8
								SEVERE	4	0.4	0.80	\$ 1,787,000	\$ 1,429,600					
								OTHER VISIBLE	1	0.1	0.20	\$ 159,900	\$ 31,980					
								COMPLAINT OF PAIN	14	1.4	2.80	\$ 90,900	\$ 254,520					
Includes the cost of new sign, signal head installation and design.	All	Implement protected left turn phase on Serra/Driveway approaches	Provide protected left turn phase	S07	20	0.70	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 5,148,300	1 lump sum	\$ 45,600	\$ 45,600	112.9
								SEVERE	4	1.2	2.40	\$ 1,787,000	\$ 4,288,800					
								OTHER VISIBLE	1	0.3	0.60	\$ 159,900	\$ 95,940					
								COMPLAINT OF PAIN	14	4.2	8.40	\$ 90,900	\$ 763,560					
-	Dark	Install additional safety lighting to Serra Approach	Add intersection lighting	S01	20	0.60	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 3,368,240	1 Luminaire	\$ 19,500	\$ 19,500	172.7
								SEVERE	2	0.8	1.60	\$ 1,787,000	\$ 2,859,200					
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -					
								COMPLAINT OF PAIN	7	2.8	5.60	\$ 90,900	\$ 509,040					
-	All	Redesign curb ramps and crossings to be ADA compliant	-	-	-	-	-	FATAL	-	-	-	-	-	-	5 Curb Ramps	\$ 5,000	\$ 25,000	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					

Location:
Agency Name:
Contact Name:
E-mail:

W Calaveras Blvd & Serra Wy
City of Milpitas
Nolen Ugalde
nugalde@milpitas.gov

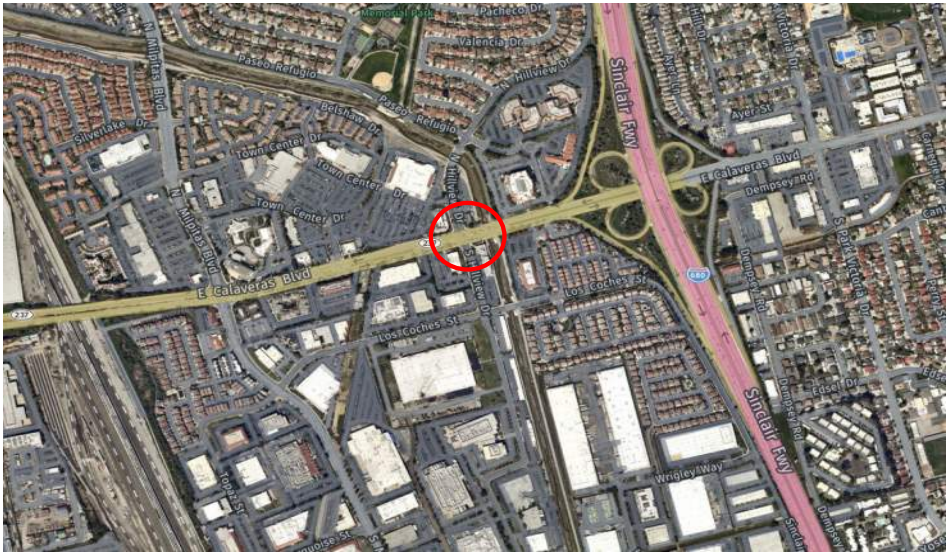
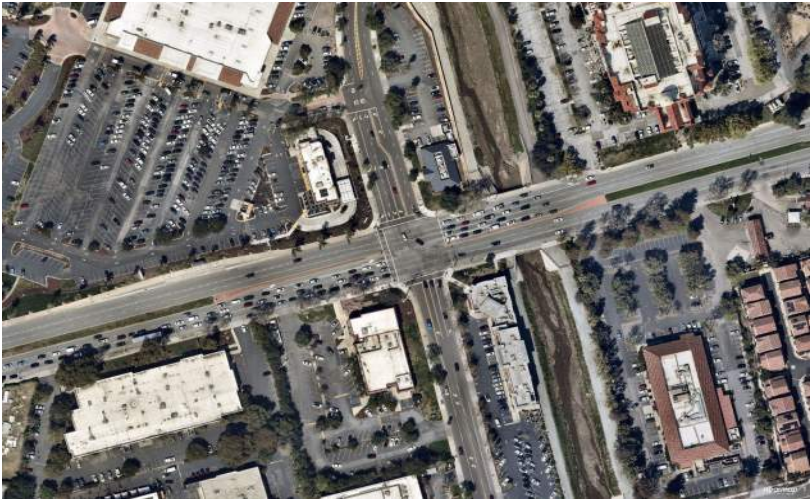


Total Crashes	19
Local CCR Differential	0.07
Equivalent Property Damage Only	576
Fatal	0
Severe Injury	4
Other Visible Injury	1
Complaint of Pain	14
Crash Type	
Broadside	9
Sideswipe	1
Rear End	4
Head On	1
Hit Object	2
Overturned	0
Non-Motorist Crashes	
Pedestrian	1
Bicycle	1
Contributing Factors	
Aggressive	9
Impaired	2
Crash Conditions	
Dark	9
Wet	1

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	Bike + Ped	Update crosswalk striping per MUTCD school zone striping requirement.	-	-	-	-	-	FATAL	-	-	-	-	-	-	180 SQFT	\$ 10	\$ 1,800	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
Cost includes materials and soft costs, and 20% contingency	All	Upgrade median islands to be appropriate height, currently too low.	-	-	-	-	-	FATAL	-	-	-	-	-	-	1 Lump sum	\$ 1,528,000	\$ 1,528,000	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
																Total Cost	\$ 1,808,715	

Signalized Intersection

Location: E Calaveras Blvd & S Hillview Dr
Agency Name: City of Milpitas
Contact Name: Nolen Ugalde
E-mail: nugalde@milpitas.gov

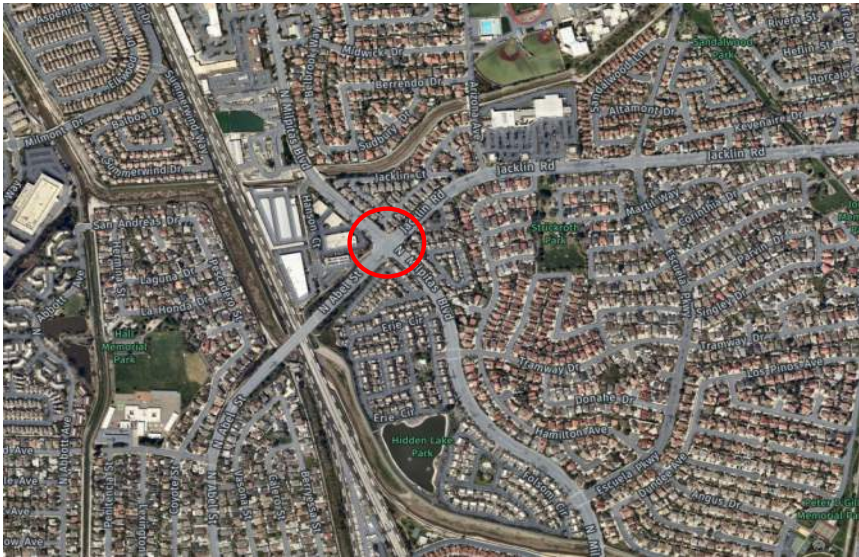
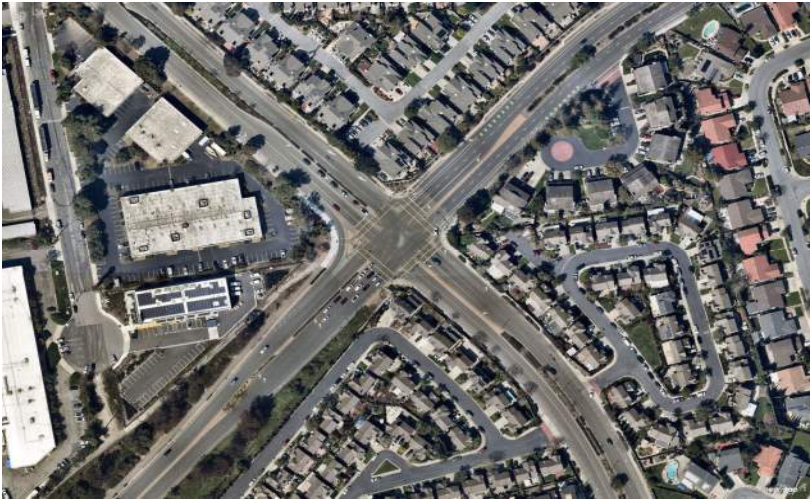


Total Crashes	17
Local CCR Differential	0.13
Equivalent Property Damage Only	136
Fatal	0
Severe Injury	0
Other Visible Injury	7
Complaint of Pain	10
Crash Type	
Broadside	4
Sideswipe	1
Rear End	6
Head On	2
Hit Object	0
Overturned	0
Non-Motorist Crashes	
Pedestrian	1
Bicycle	3
Contributing Factors	
Aggressive	7
Impaired	2
Crash Conditions	
Dark	3
Wet	3

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
Includes cost of controller updates and design	Bike + Ped	Implement Leading Pedestrian Interval (LPI)	Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	S21PB	10	0.40	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 767,520	1 Lump Sum	\$ 45,600	\$ 45,600	16.8
								SEVERE	0	0	0.00	\$ 1,787,000	\$ -					
								OTHER VISIBLE	4	2.4	4.80	\$ 159,900	\$ 767,520					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
-	Bike + Ped	Install advance stop bars (all approaches)	Install advance stop bar before crosswalk (bicycle box)	S20PB	10	0.85	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 191,880	48 SQFT of Striping	\$ 7	\$ 336	571.1
								SEVERE	0	0	0.00	\$ 1,787,000	\$ -					
								OTHER VISIBLE	4	0.6	1.20	\$ 159,900	\$ 191,880					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
-	All	Install retroreflective border for signal heads	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	S02	10	0.85	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 608,490	16 Backplates	\$ 750	\$ 12,000	50.7
								SEVERE	0	0	0.00	\$ 1,787,000	\$ -					
								OTHER VISIBLE	7	1.05	2.10	\$ 159,900	\$ 335,790					
								COMPLAINT OF PAIN	10	1.5	3.00	\$ 90,900	\$ 272,700					
-	Bike + Ped	Install APS (accessible pedestrian signals)	-	-	-	-	-	FATAL	-	-	-	-	-	\$ -	4 Crosswalks	\$ 2,000	\$ 16,000	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
																Total Cost	\$ 73,936	

Signalized Intersection

Location: N Milpitas Blvd & N Abel St
Agency Name: City of Milpitas
Contact Name: Nolen Ugalde
E-mail: nugalde@milpitas.gov

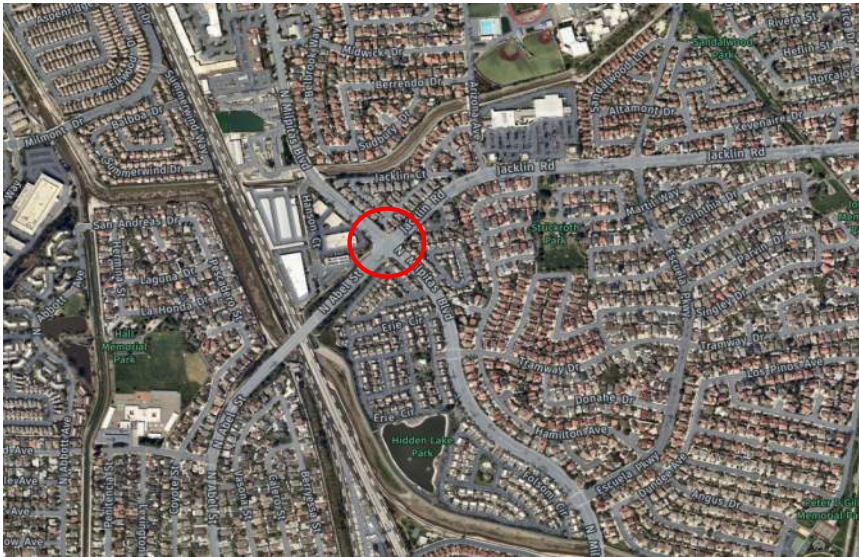
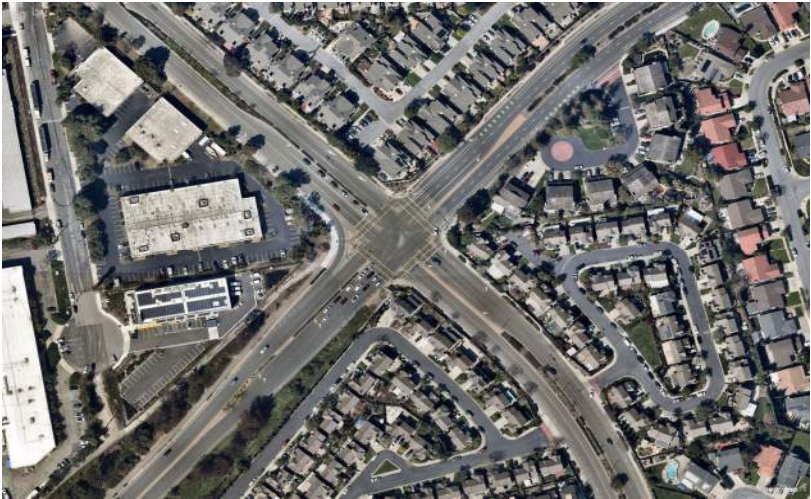


Total Crashes	14
Local CCR Differential	-0.01
Equivalent Property Damage Only	469
Fatal	1
Severe Injury	1
Other Visible Injury	3
Complaint of Pain	9
Crash Type	
Broadside	6
Sideswipe	2
Rear End	3
Head On	0
Hit Object	2
Overturned	0
Non-Motorist Crashes	
Pedestrian	1
Bicycle	0
Contributing Factors	
Aggressive	8
Impaired	5
Crash Conditions	
Dark	6
Wet	1

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	All	Install retroreflective backplates on traffic signal heads. Install additional signal head to through lanes on Abel St/Jacklin Rd	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	S02	10	0.85	90%	FATAL	1	0.15	0.30	\$ 2,843,000	\$ 852,900	\$ 2,095,140	16 Backplates and 2 Signal Heads	Lump Sum	\$ 29,500	71.0
								SEVERE	1	0.15	0.30	\$ 2,843,000	\$ 852,900					
								OTHER VISIBLE	3	0.45	0.90	\$ 159,900	\$ 143,910					
								COMPLAINT OF PAIN	9	1.35	2.70	\$ 90,900	\$ 245,430					
Includes cost of controller updates and design	All	Add an overlap phase to the westbound right-turn	Improve signal timing (coordination, phases, red, yellow, or operation)	S03	10	0.85	50%	FATAL	1	0.15	0.30	\$ 2,843,000	\$ 852,900	\$ 2,095,140	1 Lump Sum	\$ 7	\$ 14,400	145.5
								SEVERE	1	0.15	0.30	\$ 2,843,000	\$ 852,900					
								OTHER VISIBLE	3	0.45	0.90	\$ 159,900	\$ 143,910					
								COMPLAINT OF PAIN	9	1.35	2.70	\$ 90,900	\$ 245,430					
Includes cost of controller updates and design	Bike + Ped	Implement LPI	Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	S21PB	10	0.40	90%	FATAL	0	0	0.00	\$ 2,843,000	\$ -	\$ 109,080	1 Lump Sum	\$ 45,600	\$ 45,600	2.4
								SEVERE	0	0	0.00	\$ 2,843,000	\$ -					
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -					
								COMPLAINT OF PAIN	1	0.6	1.20	\$ 90,900	\$ 109,080					
-	All	Install cat-tracks for NBL lane to guide vehicles through the intersection	Install raised pavement markers and striping (through intersection)	S09	20	0.90	90%	FATAL	1	0.1	0.20	\$ 2,843,000	\$ 568,600	\$ 1,396,760	130 LF of Striping	\$ 3	\$ 390	3,581.4
								SEVERE	1	0.1	0.20	\$ 2,843,000	\$ 568,600					
								OTHER VISIBLE	3	0.3	0.60	\$ 159,900	\$ 95,940					
								COMPLAINT OF PAIN	9	0.9	1.80	\$ 90,900	\$ 163,620					
-	Bike + Ped	Implement green conflict zone striping for bike lanes	Install advance stop bar before crosswalk (Bicycle Box)	S20PB	10	0.85	90%	FATAL	0	0	0.00	\$ 2,843,000	\$ -	\$ 27,270	12000 SQFT Striping	\$ 6	\$ 72,000	0.4
								SEVERE	0	0	0.00	\$ 2,843,000	\$ -					
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -					
								COMPLAINT OF PAIN	1	0.15	0.30	\$ 90,900	\$ 27,270					
-	Bike + Ped	Redesign the median to provide a NACTO compliant pedestrian refuge area, or consider removal of pedestrian push buttons	-	-	-	-	-	FATAL	-	-	-	-	-	\$ -	-	-	-	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
-	All	Improve sight distance for vehicles turning right from N Abel St to N Milpitas Blvd by trimming vegetation on the South corner	-	-	-	-	-	FATAL	-	-	-	-	-	\$ -	1 Lump Sum	\$ 1,250	\$ 1,250	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					

Location:
Agency Name:
Contact Name:
E-mail:

N Milpitas Blvd & N Abel St
City of Milpitas
Nolen Ugalde
nugalde@milpitas.gov



Total Crashes	14
Local CCR Differential	-0.01
Equivalent Property Damage Only	469
Fatal	1
Severe Injury	1
Other Visible Injury	3
Complaint of Pain	9
Crash Type	
Broadside	6
Sideswipe	2
Rear End	3
Head On	0
Hit Object	2
Overturned	0
Non-Motorist Crashes	
Pedestrian	1
Bicycle	0
Contributing Factors	
Aggressive	8
Impaired	5
Crash Conditions	
Dark	6
Wet	1

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	Bike + Ped	ADA ramp upgrades	-	-	-	-	-	FATAL	-	-	-	-	-	\$ -	7 Curb Ramps	\$ 5,000	\$ 35,000	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
-	All	At the Northwest corner: Install a R1-5 sign at the pedestrian crossing. Install a W4-2 sign and merge pavement markings on SB Abel St South of the intersection.	-	-	-	-	-	FATAL	-	-	-	-	-	\$ -	2 Signs and Pavement Markings	Lump Sum	\$ 1,719	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
																Total Cost	\$ 199,859	

Signalized Intersection

Location: Dixon Landing Rd & N Milpitas Blvd
Agency Name: City of Milpitas
Contact Name: Nolen Ugalde
E-mail: nugalde@milpitas.gov

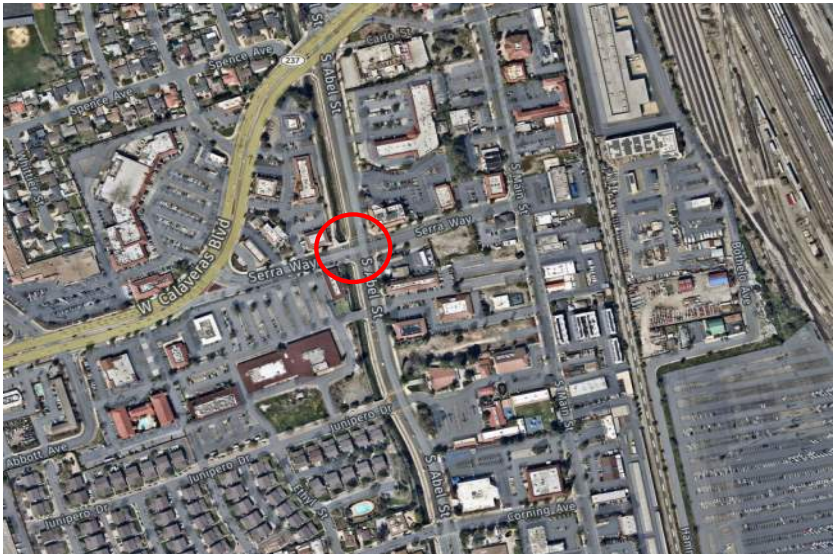


Total Crashes	13
Local CCR Differential	0.08
Equivalent Property Damage Only	89
Fatal	0
Severe Injury	0
Other Visible Injury	2
Complaint of Pain	11
Crash Type	
Broadside	5
Sideswipe	1
Rear End	5
Head On	1
Hit Object	0
Overturned	0
Non-Motorist Crashes	
Pedestrian	1
Bicycle	3
Contributing Factors	
Aggressive	5
Impaired	2
Crash Conditions	
Dark	3
Wet	2

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST	
-	Bike + Ped	Implement advance stop bar and green conflict zone striping for bike lanes	Install advance stop bar before crosswalk (bicycle box)	R32PB	20	0.65	90%	FATAL	0	0	0.00	\$ 2,843,000	\$ -	\$ 254,520	12075 SQFT Striping	\$ 6	\$ 72,450	3.5	
								SEVERE	0	0	0.00	\$ 2,843,000	\$ -						
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -						
								COMPLAINT OF PAIN	4	1.4	2.80	\$ 90,900	\$ 254,520						
Includes unit cost, installation and design	Bike + Ped	Install buffered bike lanes and standard pavement markings on the Dixon Landing intersection approaches	Install separated bike lanes	R33PB	20	0.55	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 327,240	0.85 Mile	\$ 84,000	\$ 71,400	4.6	
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -						
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -						
								COMPLAINT OF PAIN	4	1.8	3.60	\$ 90,900	\$ 327,240						
-	Dark	Install additional safety lighting to EB Dixon Landing Rd	Add intersection lighting	S01	20	0.60	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 218,160	1 Luminaire	\$ 19,500	\$ 19,500	11.2	
								SEVERE	0	0	0.00	\$ 1,787,000	\$ -						
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -						
								COMPLAINT OF PAIN	3	1.2	2.40	\$ 90,900	\$ 218,160						
-	All	Install retroreflective backplates	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	S02	10	0.85	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 395,910	20 Backplates	\$ 750	\$ 15,000	26.4	
								SEVERE	0	0	0.00	\$ 1,787,000	\$ -						
								OTHER VISIBLE	2	0.3	0.60	\$ 159,900	\$ 95,940						
								COMPLAINT OF PAIN	11	1.65	3.30	\$ 90,900	\$ 299,970						
-	Bike + Ped	Re-orient the pedestrian countdown head on the West leg of the intersection to face South	-	-	-	-	-	FATAL	-	-	-	-	-	\$ -	1 Lump Sum	Lump Sum	\$ 1,250	-	
								SEVERE	-	-	-	-	-						
								OTHER VISIBLE	-	-	-	-	-						
								COMPLAINT OF PAIN	-	-	-	-	-						
-	Bike + Ped	Straighten out the crosswalk across the North leg of the intersection to provide more distance between cars travelling WB on Dixon Landing Rd and pedestrians in the crosswalk	-	-	-	-	-	FATAL	-	-	-	-	-	\$ -	1 Lump Sum	Lump Sum	\$ 3,000	-	
								SEVERE	-	-	-	-	-						
								OTHER VISIBLE	-	-	-	-	-						
								COMPLAINT OF PAIN	-	-	-	-	-						
																Total Cost	\$ 182,600		

Location:
Agency Name:
Contact Name:
E-mail:

Serra Wy & S Abel St
City of Milpitas
Nolen Ugalde
nugalde@milpitas.gov



Total Crashes	13
Local CCR Differential	0.25
Equivalent Property Damage Only	107
Fatal	0
Severe Injury	0
Other Visible Injury	6
Complaint of Pain	7
Crash Type	
Broadside	8
Sideswipe	1
Rear End	2
Head On	0
Hit Object	1
Overturned	0
Non-Motorist Crashes	
Pedestrian	0
Bicycle	0
Contributing Factors	
Aggressive	8
Impaired	1
Crash Conditions	
Dark	3
Wet	0

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST	
-	All	Install retroreflective backplates	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	S02	10	0.85	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 478,710	20 Backplates	\$ 750	\$ 15,000	31.9	
								SEVERE	0	0	0.00	\$ 1,787,000	\$ -						
								OTHER VISIBLE	6	0.9	1.80	\$ 159,900	\$ 287,820						
								COMPLAINT OF PAIN	7	1.05	2.10	\$ 90,900	\$ 190,890						
																Total Cost	\$ 15,000		

Signalized Intersection

Location: W Calaveras Blvd & I-880 Ramps
Agency Name: City of Milpitas
Contact Name: Nolen Ugalde
E-mail: nugalde@milpitas.gov

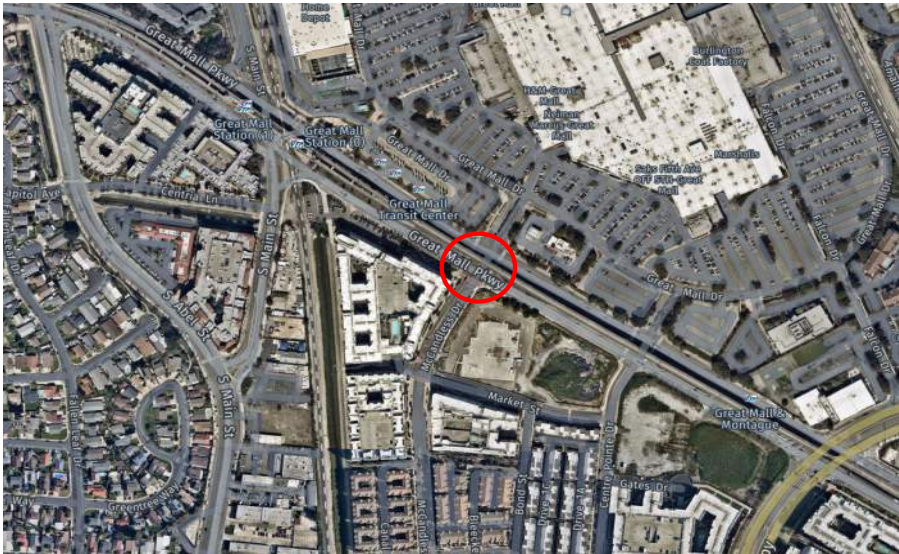


Total Crashes	12
Local CCR Differential	-0.02
Equivalent Property Damage Only	267
Fatal	0
Severe Injury	1
Other Visible Injury	2
Complaint of Pain	9
Crash Type	
Broadside	4
Sideswipe	1
Rear End	7
Head On	0
Hit Object	0
Overturned	0
Non-Motorist Crashes	
Pedestrian	0
Bicycle	1
Contributing Factors	
Aggressive	10
Impaired	0
Crash Conditions	
Dark	2
Wet	0

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	All	Upgrade 8" signal heads to 12" signal heads.	Improve signal hardware; lenses, back plate with retroreflective borders, mounting, size, and number	S02	20	0.85	90%	FATAL	0	0	0.00	\$ 2,843,000	\$ -	\$ 1,194,270	11 Signal Heads	\$ 8,000	\$ 88,000	13.6
								SEVERE	1	0.15	0.30	\$ 2,843,000	\$ 852,900					
								OTHER VISIBLE	2	0.3	0.60	\$ 159,900	\$ 95,940					
								COMPLAINT OF PAIN	9	1.35	2.70	\$ 90,900	\$ 245,430					
-	Bike + Ped	Install yield lines at pedestrian crossing at I-880 ramps and stripe high visibility crossings	Install/Upgrade pedestrian crossing at uncontrolled locations (with enhanced safety features)	NS21PB	20	0.65	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 63,630	200 SQFT of Striping	\$ 6	\$ 1,200	53.0
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -					
								COMPLAINT OF PAIN	1	0.35	0.70	\$ 90,900	\$ 63,630					
-	Bike + Ped	Install RRFB at pedestrian crossing across the EB Calaveras to I-880 On-Ramp	Install rectangular rapid flashing beacon (RRFB)	NS22PB	20	0.65	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 63,630	1 RRFB	\$ 54,000	\$ 54,000	1.2
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -					
								COMPLAINT OF PAIN	1	0.35	0.70	\$ 90,900	\$ 63,630					
																Total Cost	\$ 143,200	

Location:
Agency Name:
Contact Name:
E-mail:

Great Mall Pkwy & McCandless Dr
City of Milpitas
Nolen Ugalde
nugalde@milpitas.gov

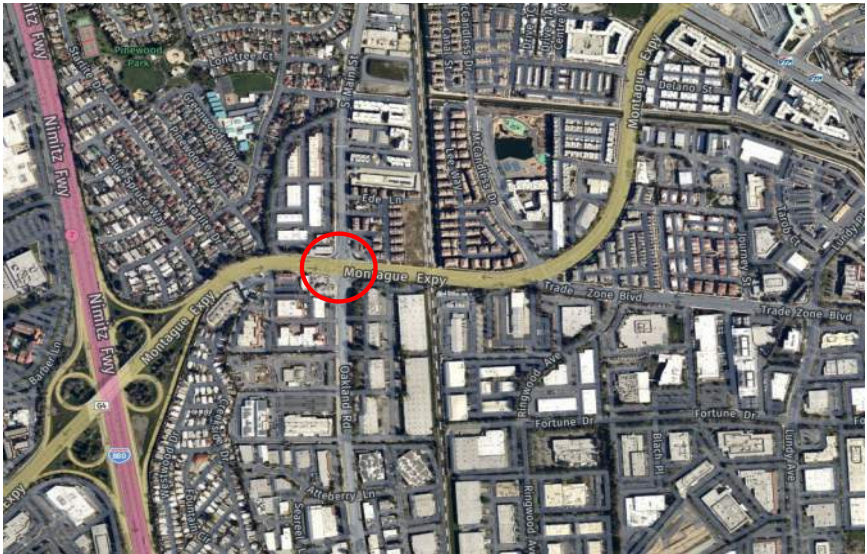


Total Crashes	12
Local CCR Differential	0.00
Equivalent Property Damage Only	92
Fatal	0
Severe Injury	0
Other Visible Injury	4
Complaint of Pain	8
Crash Type	
Broadside	4
Sideswipe	0
Rear End	3
Head On	4
Hit Object	1
Overturned	0
Non-Motorist Crashes	
Pedestrian	0
Bicycle	0
Contributing Factors	
Aggressive	2
Impaired	3
Crash Conditions	
Dark	3
Wet	1

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	All	Install retroreflective backplates	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	S02	10	0.85	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 410,040	22 Backplates	\$ 750	\$ 16,500	24.9
								SEVERE	0	0	0.00	\$ 1,787,000	\$ -					
								OTHER VISIBLE	4	0.6	1.20	\$ 159,900	\$ 191,880					
								COMPLAINT OF PAIN	8	1.2	2.40	\$ 90,900	\$ 218,160					
-	Bike + Ped	Install advanced stop bars and continental crosswalk across the north leg of the intersection (across Great Mall Pkwy)	-	-	-	-	-	FATAL	-	-	-	-	-	\$ -	2000 LF	\$ 15	\$ 30,000	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
-	All	Remove Bott's Dotts and install thermoplastic lane markings on Great Mall Pkwy approaches	-	-	-	-	-	FATAL	-	-	-	-	-	\$ -	900 LF	\$ 40	\$ 36,000	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
-	Bike + Ped	Install APS (accessible pedestrian signals)	-	-	-	-	-	FATAL	-	-	-	-	-	\$ -	4 Crosswalks	\$ 2,000	\$ 16,000	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
																Total Cost	\$ 98,500	

Location:
Agency Name:
Contact Name:
E-mail:

S Main St & Montague Expy
City of Milpitas
Nolen Ugalde
nugalde@milpitas.gov

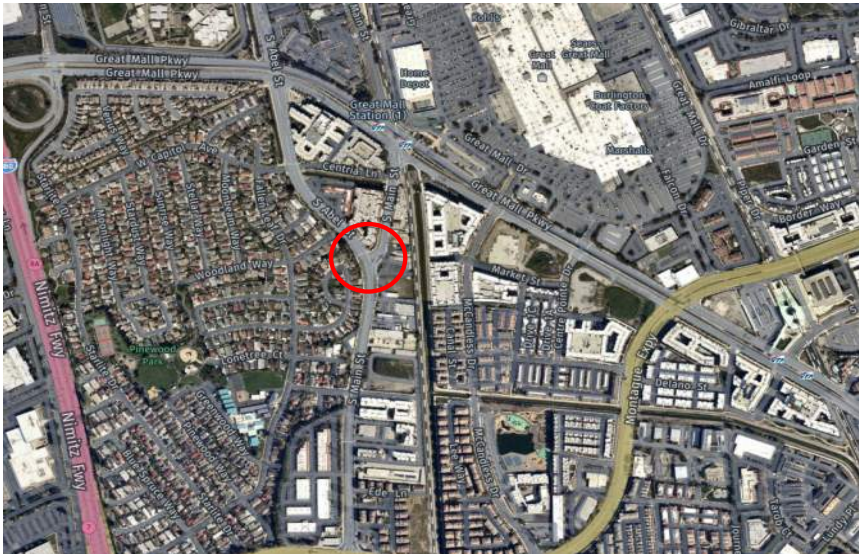
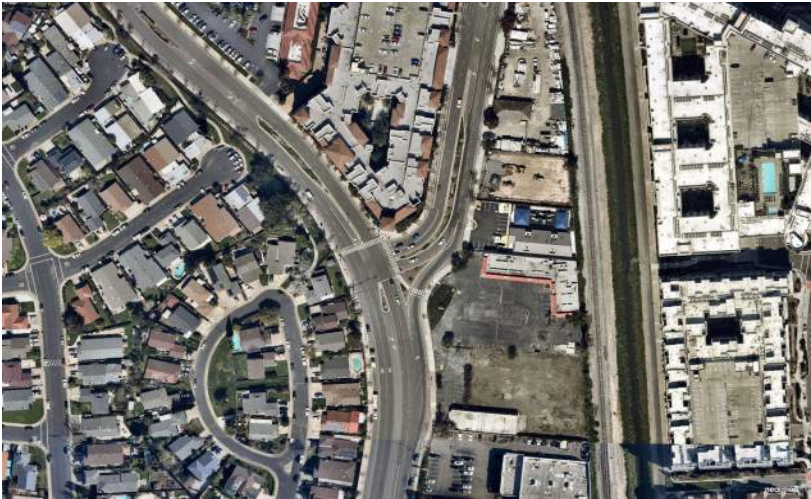


Total Crashes	11
Local CCR Differential	0.03
Equivalent Property Damage Only	86
Fatal	0
Severe Injury	0
Other Visible Injury	4
Complaint of Pain	7
Crash Type	
Broadside	2
Sideswipe	0
Rear End	8
Head On	0
Hit Object	0
Overturned	0
Non-Motorist Crashes	
Pedestrian	0
Bicycle	0
Contributing Factors	
Aggressive	7
Impaired	2
Crash Conditions	
Dark	3
Wet	3

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	All	Install retroreflective backplates	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	S02	10	0.85	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 382,770	23 Backplates	\$ 750	\$ 17,250	22.2
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	4	0.6	1.20	\$ 159,900	\$ 191,880					
								COMPLAINT OF PAIN	7	1.05	2.10	\$ 90,900	\$ 190,890					
Includes cost of controller updates and design	All	Coordinate traffic signal with the traffic signal at Montague Expy and McCandless Dr/Trade Zone Blvd	Improve signal timing (coordination, phases, red, yellow, or operation)	S03	10	0.85	50%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 382,770	1 lump sum	\$ 14,400	\$ 14,400	26.6
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	4	0.6	1.20	\$ 159,900	\$ 191,880					
								COMPLAINT OF PAIN	7	1.05	2.10	\$ 90,900	\$ 190,890					
	All	Install merge warning sign (MUTCD W4-2) on SBR movement, install merge pavement markings	Install raised pavement markers and striping (through intersection)	S09	10	0.90	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 255,180	1 Lump Sum	-	\$ 1,269	201.1
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	4	0.4	0.80	\$ 159,900	\$ 127,920					
								COMPLAINT OF PAIN	7	0.7	1.40	\$ 90,900	\$ 127,260					
-	All	Install W3-3 traffic signal ahead sign on EB Montague Expy	Install/Upgrade signs with new fluorescent sheeting	R22	10	0.85	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 382,770	1 Signs	\$ 450	\$ 450	850.6
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	4	0.6	1.20	\$ 159,900	\$ 191,880					
								COMPLAINT OF PAIN	7	1.05	2.10	\$ 90,900	\$ 190,890					
-	Bike+Ped	ADA ramp upgrades (north and south sidewalks, and at private driveway splitter island)	-	-	-	-	-	FATAL	-	-	-	-	-	-	11 ADA Ramps	\$ 5,000	\$ 55,000	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
Cost includes materials and soft costs, and 20% contingency	All	Upgrade median islands to be appropriate height, currently too low.	-	-	-	-	-	FATAL	-	-	-	-	-	\$ -	1 Lump Sum	Lump Sum	\$ 334,000	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
																Total Cost	\$ 422,369	

Signalized Intersection

Location: S Main St & S Abel St
Agency Name: City of Milpitas
Contact Name: Nolen Ugalde
E-mail: nugalde@milpitas.gov

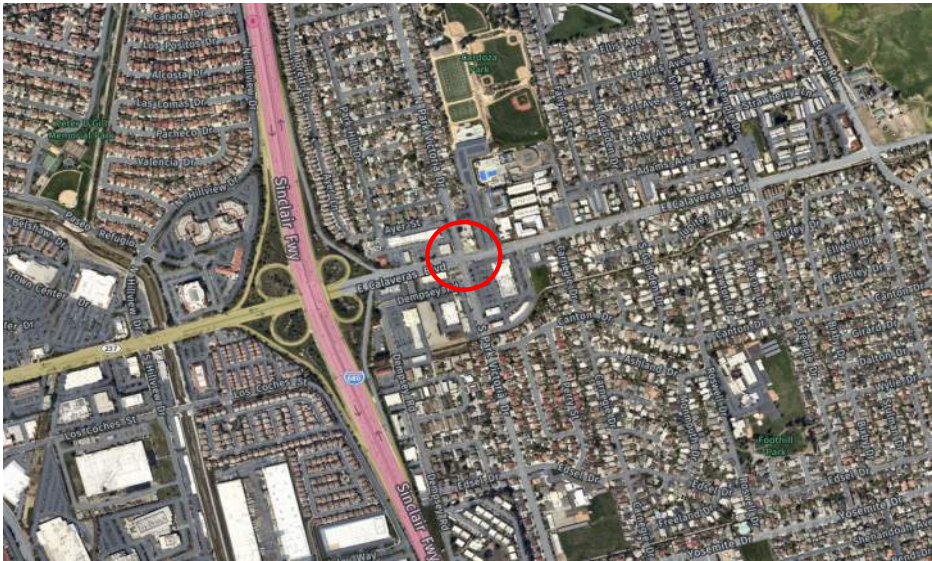
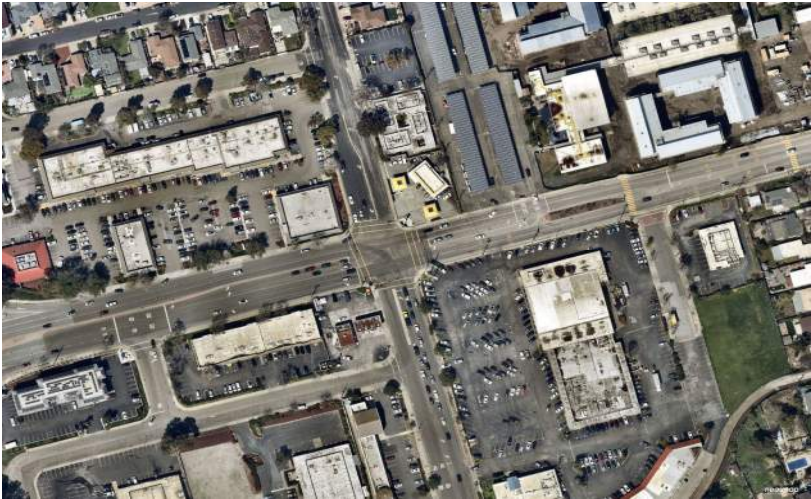


Total Crashes	11
Local CCR Differential	-0.01
Equivalent Property Damage Only	245
Fatal	0
Severe Injury	1
Other Visible Injury	4
Complaint of Pain	6
Crash Type	
Broadside	1
Sideswipe	0
Rear End	0
Head On	4
Hit Object	4
Overturned	1
Non-Motorist Crashes	
Pedestrian	0
Bicycle	0
Contributing Factors	
Aggressive	5
Impaired	7
Crash Conditions	
Dark	10
Wet	2

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	All	Install additional SBL signal head for better visibility. Add retroreflective borders to all signal heads.	Improve signal hardware: lenses, backplates with retroreflective borders, mounting, size, and number.	S02	10	0.85	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 1,093,800	1 Lump Sum	-	\$ 18,500	59.1
								SEVERE	1	0.15	0.30	\$ 2,461,000	\$ 738,300					
								OTHER VISIBLE	4	0.6	1.20	\$ 159,900	\$ 191,880					
								COMPLAINT OF PAIN	6	0.9	1.80	\$ 90,900	\$ 163,620					
-	Dark	Install additional safety lighting to the SB Main St approach	Add intersection lighting (Signalized Intersection => S.I.)	S01	20	0.60	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 2,844,080	2 Luminaires	\$ 19,500	\$ 39,000	72.9
								SEVERE	1	0.4	0.80	\$ 2,461,000	\$ 1,968,800					
								OTHER VISIBLE	4	1.6	3.20	\$ 159,900	\$ 511,680					
								COMPLAINT OF PAIN	5	2	4.00	\$ 90,900	\$ 363,600					
Includes unit cost, installation and design	Emergency Vehicles	Install emergency vechicle pre-emption	Install emergency vehicle pre-emption systems	S05	10	0.30	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 223,860	1 Lump Sum	\$ 84,000	\$ 84,000	2.7
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	1	0.7	1.40	\$ 159,900	\$ 223,860					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
-	Bike+Ped	Restripe limit lines to allow for 4-feet of clearance	-					FATAL	-	-	-	-	-	\$ -	47.5 SQFT of Striping	\$ 10	\$ 475	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
-	Dark	Study lighting levels to determine if the existing lamp poles provide sufficient lighting, or if additional luminaires are required	-					FATAL	-	-	-	-	-	\$ -	-	-	-	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
																Total Cost	\$ 141,975	

Signalized Intersection

Location: Calaveras Blvd & S Park Victoria Dr
Agency Name: City of Milpitas
Contact Name: Nolen Ugalde
E-mail: nugalde@milpitas.gov

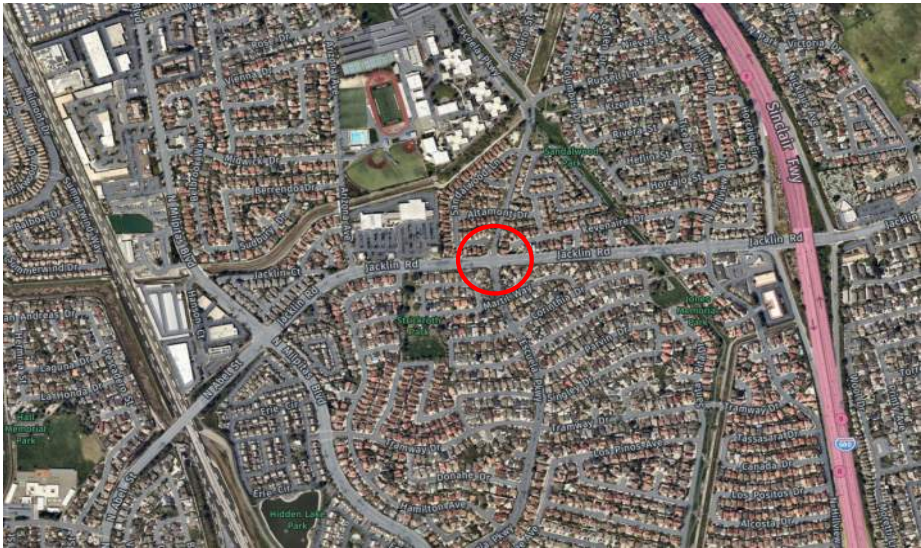


Total Crashes	11
Local CCR Differential	-0.08
Equivalent Property Damage Only	81
Fatal	0
Severe Injury	0
Other Visible Injury	3
Complaint of Pain	8
Crash Type	
Broadside	4
Sideswipe	1
Rear End	5
Head On	0
Hit Object	0
Overturned	0
Non-Motorist Crashes	
Pedestrian	1
Bicycle	0
Contributing Factors	
Aggressive	5
Impaired	1
Crash Conditions	
Dark	2
Wet	1

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	All	Install retroreflective backplates and upgrade to 12" signal heads	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	S02	10	0.85	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 362,070	20 Signal Heads	\$ 8,750	\$ 175,000	2.1
								SEVERE	0	0	0.00	\$ 1,787,000	\$ -					
								OTHER VISIBLE	3	0.45	0.90	\$ 159,900	\$ 143,910					
								COMPLAINT OF PAIN	8	1.2	2.40	\$ 90,900	\$ 218,160					
-	Bike + Ped	Install continental crosswalks and advance stop bars	Install pedestrian crossing	S18PB	20	0.75	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 79,950	1562.5 SQFT of Striping	\$ 6	\$ 9,375	8.5
								SEVERE	0	0	0.00	\$ 1,787,000	\$ -					
								OTHER VISIBLE	1	0.25	0.50	\$ 159,900	\$ 79,950					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
-	-	Install APS (accessible pedestrian signals)	-	-	-	-	-	FATAL	-	-	-	-	-	\$ -	4 Crosswalks	\$ 2,000	\$ 16,000	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
-	-	Restripe the receiving lanes on NB S Park Victoria	-	-	-	-	-	FATAL	-	-	-	-	-	\$ -	250 Feet	\$ 3	\$ 750	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
																Total Cost	\$ 201,125	

Signalized Intersection

Location: Escuela Pkwy & Jacklin Rd
Agency Name: City of Milpitas
Contact Name: Nolen Ugalde
E-mail: nugalde@milpitas.gov

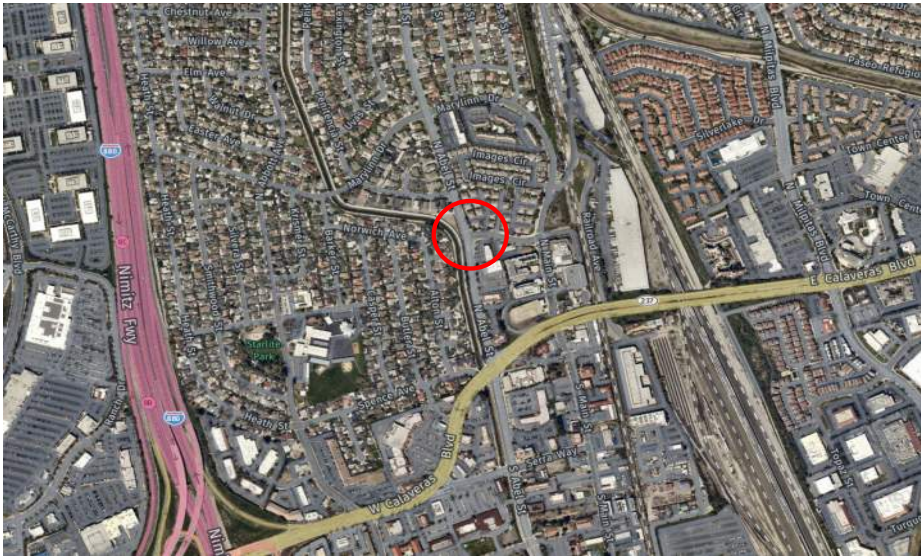


Total Crashes	9
Local CCR Differential	0.07
Equivalent Property Damage Only	169
Fatal	0
Severe Injury	1
Other Visible Injury	0
Complaint of Pain	8
Crash Type	
Broadside	1
Sideswipe	4
Rear End	2
Head On	1
Hit Object	1
Overturned	0
Non-Motorist Crashes	
Pedestrian	0
Bicycle	0
Contributing Factors	
Aggressive	4
Impaired	2
Crash Conditions	
Dark	3
Wet	1

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	All	Install retroreflective backplates and upgrade to 12" signal heads	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	S02	10	0.85	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 754,260	16 Signal Heads	\$ 8,750	\$ 140,000	5.4
								SEVERE	1	0.15	0.30	\$ 1,787,000	\$ 536,100					
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -					
								COMPLAINT OF PAIN	8	1.2	2.40	\$ 90,900	\$ 218,160					
Based on the School Safety Assessment	Bike + Ped	Implement green conflict zone striping for bike lanes on Escuela Pkwy	Install advance stop bar before crosswalk (bicycle box)	R32PB	20	0.65	90%	FATAL	0	0	0.00	\$ 2,843,000	\$ -	\$ -	12000 SQFT Striping	\$ 6	\$ 72,000	0.0
								SEVERE	0	0	0.00	\$ 2,843,000	\$ -					
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
-	-	Redesign the median to provide a NACTO compliant pedestrian refuge area, or consider removal of pedestrian push buttons	-	-	-	-	-	FATAL	-	-	-	-	-	\$ -	-	-	-	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
																Total Cost	\$ 212,000	

Signalized Intersection

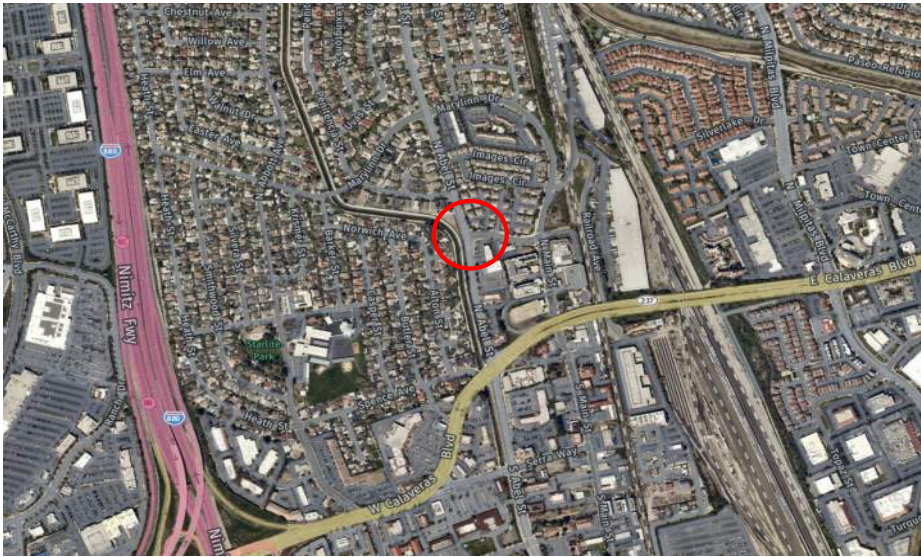
Location: Weller Ln & N Abel St
Agency Name: City of Milpitas
Contact Name: Nolen Ugalde
E-mail: nugalde@milpitas.gov



Total Crashes	7
Local CCR Differential	0.01
Equivalent Property Damage Only	170
Fatal	0
Severe Injury	1
Other Visible Injury	3
Complaint of Pain	3
Crash Type	
Broadside	2
Sideswipe	2
Rear End	1
Head On	0
Hit Object	1
Overturned	0
Non-Motorist Crashes	
Pedestrian	2
Bicycle	1
Contributing Factors	
Aggressive	3
Impaired	0
Crash Conditions	
Dark	0
Wet	0

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	All	Install retroreflective backplates and upgrade to 12" signal heads	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	S02	10	0.85	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 761,820	11 Signal Heads	\$ 8,750	\$ 96,250	7.9
								SEVERE	1	0.15	0.30	\$ 1,787,000	\$ 536,100					
								OTHER VISIBLE	3	0.45	0.90	\$ 159,900	\$ 143,910					
								COMPLAINT OF PAIN	3	0.45	0.90	\$ 90,900	\$ 81,810					
-	Bike + Ped	Install advance stop bar.	Install advance stop bar before crosswalk	S20PB	10	0.85	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 632,040	115 SQFT of Striping	\$ 7	\$ 805	785.1
								SEVERE	1	0.15	0.30	\$ 1,787,000	\$ 536,100					
								OTHER VISIBLE	2	0.3	0.60	\$ 159,900	\$ 95,940					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
-	All	Install thermoplastic pavement marking as intersection approaches. Additionally, stripe a bike lane though the intersestion on SB Abel St to support bicyclist safety and provide a buffer between SB vehicles and the pedestrian facilities.	Install raised pavement markers and striping (through intersection)	S09	10	0.90	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 507,880	750 SQFT of Striping	\$ 7	\$ 5,250	96.7
								SEVERE	1	0.1	0.20	\$ 1,787,000	\$ 357,400					
								OTHER VISIBLE	3	0.3	0.60	\$ 159,900	\$ 95,940					
								COMPLAINT OF PAIN	3	0.3	0.60	\$ 90,900	\$ 54,540					
Includes cost of controller updates and design.	Bike + Ped	Implement LPI	Modify signal phasing to implement leading pedestrian interval (LPI)	S21PB	10	0.40	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 2,528,160	1 Lump Sum	\$ 45,600	\$ 45,600	55.4
								SEVERE	1	0.6	1.20	\$ 1,787,000	\$ 2,144,400					
								OTHER VISIBLE	2	1.2	2.40	\$ 159,900	\$ 383,760					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
Includes unit cost, installation and design.	Bike + Ped	Install pedestrian countdown signal heads	Install pedestrian countdown signal heads	S17PB	20	0.75	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 1,053,400	6 Pedestrian Signal Heads	\$ 5,460	\$ 32,760	32.2
								SEVERE	1	0.25	0.50	\$ 1,787,000	\$ 893,500					
								OTHER VISIBLE	2	0.5	1.00	\$ 159,900	\$ 159,900					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					

Location: Weller Ln & N Abel St
Agency Name: City of Milpitas
Contact Name: Nolen Ugalde
E-mail: nugalde@milpitas.gov

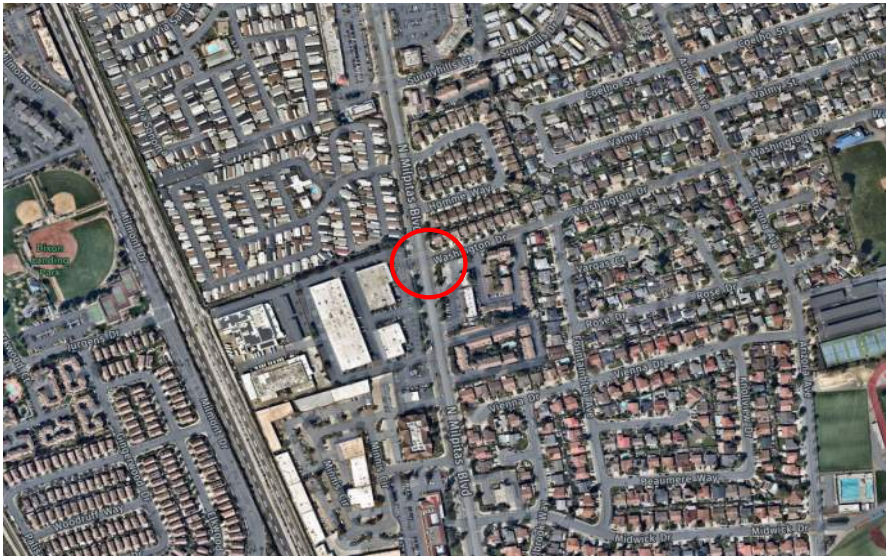


Total Crashes	7
Local CCR Differential	0.01
Equivalent Property Damage Only	170
Fatal	0
Severe Injury	1
Other Visible Injury	3
Complaint of Pain	3
Crash Type	
Broadside	2
Sideswipe	2
Rear End	1
Head On	0
Hit Object	1
Overturned	0
Non-Motorist Crashes	
Pedestrian	2
Bicycle	1
Contributing Factors	
Aggressive	3
Impaired	0
Crash Conditions	
Dark	0
Wet	0

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST	
-	Bike + Ped	Install APS (accessible pedestrian signals) for crosswalks across Abel St	-	-	-	-	-	FATAL	-	-	-	-	-	\$ -	4 Push Buttons	\$ 2,000	\$ 8,000	-	
								SEVERE	-	-	-	-	-						
								OTHER VISIBLE	-	-	-	-	-						
								COMPLAINT OF PAIN	-	-	-	-	-						
																Total Cost	\$ 188,665		

Location:
Agency Name:
Contact Name:
E-mail:

Washington Dr & N Milpitas Blvd
City of Milpitas
Nolen Ugalde
nugalde@milpitas.gov

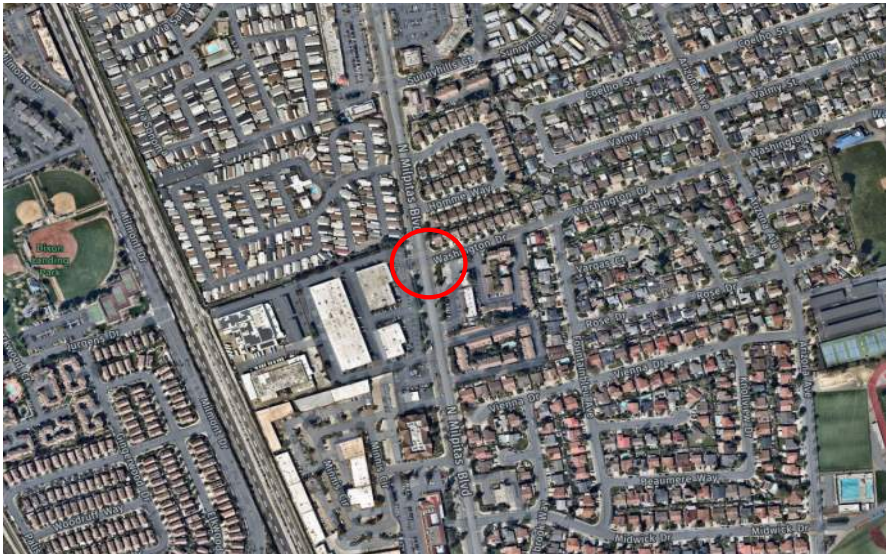


Total Crashes	6
Local CCR Differential	-0.09
Equivalent Property Damage Only	50
Fatal	0
Severe Injury	0
Other Visible Injury	3
Complaint of Pain	3
Crash Type	
Broadside	2
Sideswipe	0
Rear End	4
Head On	0
Hit Object	0
Overturned	0
Non-Motorist Crashes	
Pedestrian	0
Bicycle	2
Contributing Factors	
Aggressive	3
Impaired	0
Crash Conditions	
Dark	2
Wet	0

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)	NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
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Location:
Agency Name:
Contact Name:
E-mail:

Washington Dr & N Milpitas Blvd
City of Milpitas
Nolen Ugalde
nugalde@milpitas.gov

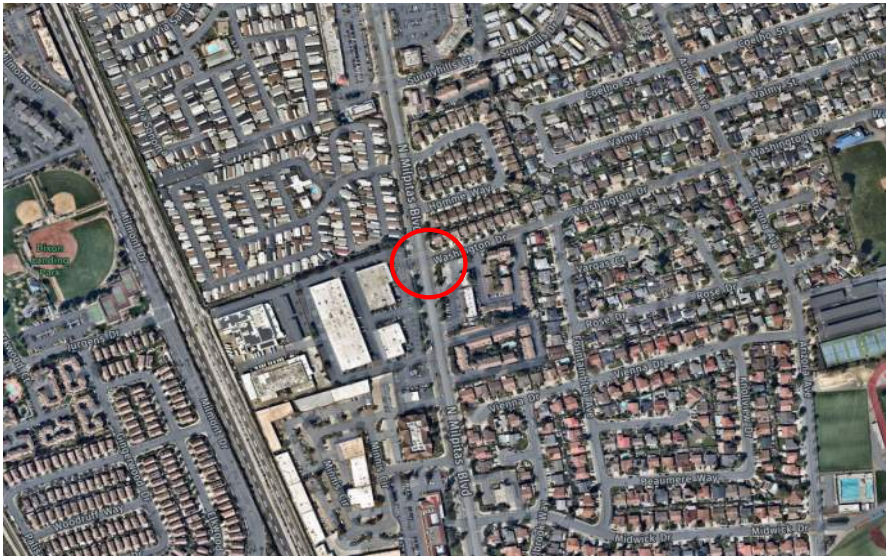


Total Crashes	6
Local CCR Differential	-0.09
Equivalent Property Damage Only	50
Fatal	0
Severe Injury	0
Other Visible Injury	3
Complaint of Pain	3
Crash Type	
Broadside	2
Sideswipe	0
Rear End	4
Head On	0
Hit Object	0
Overturned	0
Non-Motorist Crashes	
Pedestrian	0
Bicycle	2
Contributing Factors	
Aggressive	3
Impaired	0
Crash Conditions	
Dark	2
Wet	0

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	Dark	Install additional safety lighting to Washington Dr receiving lanes	Add intersection lighting	S01	20	0.60	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 200,640	1 Luminaire	\$ 19,500	\$ 19,500	10.3
								SEVERE	0	0	0.00	\$ 1,787,000	\$ -					
								OTHER VISIBLE	1	0.4	0.80	\$ 159,900	\$ 127,920					
								COMPLAINT OF PAIN	1	0.4	0.80	\$ 90,900	\$ 72,720					
-	All	Install retroreflective backplates and upgrade to 12" signal heads	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	S02	10	0.85	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 225,720	5 Signal Heads and 16 Retroreflective Backplates	\$8,000 and \$250	\$ 44,000	5.1
								SEVERE	0	0	0.00	\$ 1,787,000	\$ -					
								OTHER VISIBLE	3	0.45	0.90	\$ 159,900	\$ 143,910					
								COMPLAINT OF PAIN	3	0.45	0.90	\$ 90,900	\$ 81,810					
-	Bike + Ped	Install advance stop bars on N Milpitas Blvd	Install advance stop bar before crosswalk	S20PB	10	0.85	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 95,940	140 SQFT of Striping	\$ 7	\$ 980	97.9
								SEVERE	0	0	0.00	\$ 1,787,000	\$ -					
								OTHER VISIBLE	2	0.3	0.60	\$ 159,900	\$ 95,940					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
-	All	Install thermoplastic pavement marking at intersection approaches.	Install raised pavement markers and striping (through intersection)	S09	10	0.90	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 150,480	600 SQFT of Striping	\$ 7	\$ 4,200	35.8
								SEVERE	0	0	0.00	\$ 1,787,000	\$ -					
								OTHER VISIBLE	3	0.3	0.60	\$ 159,900	\$ 95,940					
								COMPLAINT OF PAIN	3	0.3	0.60	\$ 90,900	\$ 54,540					
Includes cost of controller updates and design	Bike + Ped	Implement LPI	Modify signal phasing to implement lead pedestrian interval (LPI)	S21PB	10	0.40	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 383,760	1 Lump Sum	\$ 45,600	\$ 45,600	8.4
								SEVERE	0	0	0.00	\$ 1,787,000	\$ -					
								OTHER VISIBLE	2	1.2	2.40	\$ 159,900	\$ 383,760					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
Includes unit cost, installation and design.	Bike + Ped	Install pedestrian countdown signal heads	Install pedestrian countdown signal heads	S17PB	20	0.75	90%	FATAL	0	0	0.00	\$ 1,787,000	\$ -	\$ 159,900	8 Pedestrian Signal Heads	\$ 5,460	\$ 43,680	3.7
								SEVERE	0	0	0.00	\$ 1,787,000	\$ -					
								OTHER VISIBLE	2	0.5	1.00	\$ 159,900	\$ 159,900					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
-	-	Install APS (accessible pedestrian signals)	-	-	-	-	-	FATAL	-	-	-	-	-	\$ -	8 Push Buttons	\$ 2,000	\$ 16,000	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					

Location:
Agency Name:
Contact Name:
E-mail:

Washington Dr & N Milpitas Blvd
City of Milpitas
Nolen Ugalde
nugalde@milpitas.gov



Total Crashes	6
Local CCR Differential	-0.09
Equivalent Property Damage Only	50
Fatal	0
Severe Injury	0
Other Visible Injury	3
Complaint of Pain	3
Crash Type	
Broadside	2
Sideswipe	0
Rear End	4
Head On	0
Hit Object	0
Overturned	0
Non-Motorist Crashes	
Pedestrian	0
Bicycle	2
Contributing Factors	
Aggressive	3
Impaired	0
Crash Conditions	
Dark	2
Wet	0

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST	
-	Bike + Ped	Redesign the median to provide a NACTO compliant pedestrian refuge area, or consider removal of pedestrian push buttons	-	-	-	-	-	FATAL	-	-	-	-	-	\$ -	-	-	-	-	
								SEVERE	-	-	-	-	-						
								OTHER VISIBLE	-	-	-	-	-						
								COMPLAINT OF PAIN	-	-	-	-	-						
																Total Cost	\$ 173,960		

Location:
Agency Name:
Contact Name:
E-mail:

Butler St & W Calaveras Blvd
City of Milpitas
Nolen Ugalde
nugalde@milpitas.gov



Total Crashes	14
Local CCR Differential	2.10
Equivalent Property Damage Only	102
Fatal	0
Severe Injury	0
Other Visible Injury	5
Complaint of Pain	8
Crash Type	
Broadside	10
Sideswipe	1
Rear End	0
Head On	0
Hit Object	1
Overturned	0
Non-Motorist Crashes	
Pedestrian	0
Bicycle	0
Contributing Factors	
Aggressive	1
Impaired	0
Crash Conditions	
Dark	2
Wet	0

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	All	Update pavement markings, adding a pedestrian crosswalk and advance stop bar	Upgrade intersection pavement markings.	NS07	10	0.75	90%	FATAL	0	0	0.00	\$ 2,843,000	\$ -	\$ 763,350	222 SQFT of Striping	\$ 7	\$ 1,554	491.2
								SEVERE	0	0	0.00	\$ 2,843,000	\$ -					
								OTHER VISIBLE	5	1.25	2.50	\$ 159,900	\$ 399,750					
								COMPLAINT OF PAIN	8	2	4.00	\$ 90,900	\$ 363,600					
Includes unit cost, installation and design	All	Install splitter island on west leg channelling vehicles into right turn with pedestrian refuge (north leg)	Install splitter-islands on minor road approaches	NS13	20	0.60	90%	FATAL	0	0	0.00	\$ 2,843,000	\$ -	\$ 1,221,360	1 Lump Sum	\$ 60,000	\$ 60,000	20.4
								SEVERE	0	0	0.00	\$ 2,843,000	\$ -					
								OTHER VISIBLE	5	2	4.00	\$ 159,900	\$ 639,600					
								COMPLAINT OF PAIN	8	3.2	6.40	\$ 90,900	\$ 581,760					
-	-	ADA ramp upgrades	-	-	-	-	-	FATAL	-	-	-	-	-	-	4 ADA Ramps	\$ 5,000	\$ 20,000	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
-	-	Install bulb outs (NW and SW corners)	-	-	-	-	-	FATAL	-	-	-	-	-	-	2 Bulb Outs	\$ 10,000	\$ 20,000	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
																Total Cost	\$ 101,554	

Unsignalized Intersection

Location: Washington Drive & Arizona Ave
Agency Name: City of Milpitas
Contact Name: Nolen Ugalde
E-mail: nugalde@milpitas.gov

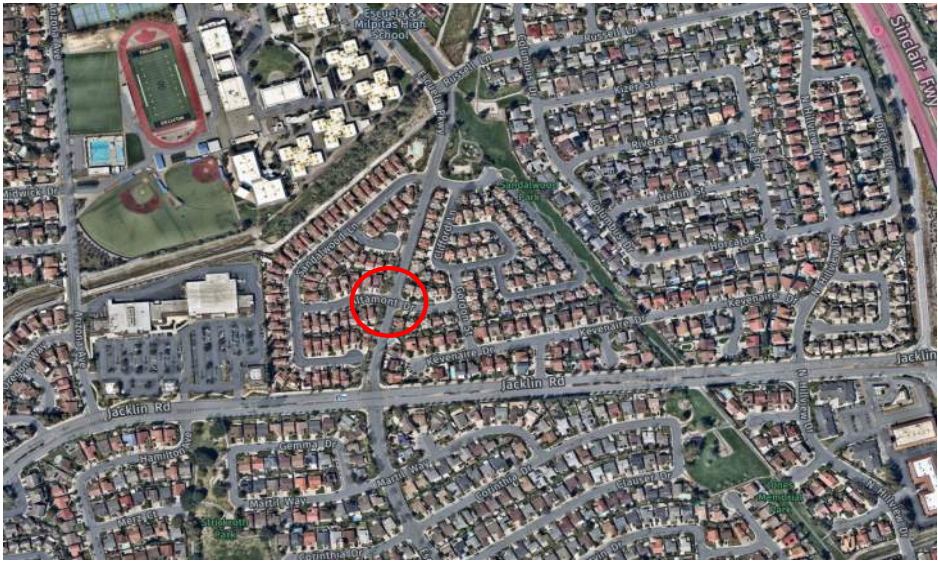


Total Crashes	6
Local CCR Differential	0.43
Equivalent Property Damage Only	55
Fatal	0
Severe Injury	0
Other Visible Injury	4
Complaint of Pain	2
Crash Type	
Broadside	5
Sideswipe	0
Rear End	0
Head On	0
Hit Object	0
Overturned	0
Non-Motorist Crashes	
Pedestrian	1
Bicycle	2
Contributing Factors	
Aggressive	3
Impaired	0
Crash Conditions	
Dark	3
Wet	2

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	All	Install retroreflective strips on stop sign posts	Install/Upgrade larger or additional stop signs or other intersection warning/regulatory signs	NS06	10	0.85	90%	FATAL	0	0	0.00	\$ 2,843,000	\$ -	\$ 246,420	4 Retroreflective Strip	\$ 250	\$ 1,000	246.4
								SEVERE	0	0	0.00	\$ 2,843,000	\$ -					
								OTHER VISIBLE	4	0.6	1.20	\$ 159,900	\$ 191,880					
								COMPLAINT OF PAIN	2	0.3	0.60	\$ 90,900	\$ 54,540					
-	All	Install stop ahead warning signs ahead of intersection on Arizona Avenue	Install/Upgrade larger or additional stop signs or other intersection warning/regulatory signs	NS06	10	0.85	90%	FATAL	0	0	0.00	\$ 2,843,000	\$ -	\$ 246,420	2 Signs	\$ 450	\$ 900	273.8
								SEVERE	0	0	0.00	\$ 2,843,000	\$ -					
								OTHER VISIBLE	4	0.6	1.20	\$ 159,900	\$ 191,880					
								COMPLAINT OF PAIN	2	0.3	0.60	\$ 90,900	\$ 54,540					
-	All	Install stop ahead pavement markings on Arizona Avenue	Upgrade intersection pavement markings	NS07	10	0.75	90%	FATAL	0	0	0.00	\$ 2,843,000	\$ -	\$ 410,700	106 SQFT of Striping	\$ 7	\$ 742	553.5
								SEVERE	0	0	0.00	\$ 2,843,000	\$ -					
								OTHER VISIBLE	4	1	2.00	\$ 159,900	\$ 319,800					
								COMPLAINT OF PAIN	2	0.5	1.00	\$ 90,900	\$ 90,900					
-	All	Install centerline pavement marker (Caltrans Standard Plan A20A, Detail 21) on all approaches	Upgrade intersection pavement markings	NS07	10	0.75	90%	FATAL	0	0	0.00	\$ 2,843,000	\$ -	\$ 410,700	200 SQFT of Striping	\$ 7	\$ 1,400	293.4
								SEVERE	0	0	0.00	\$ 2,843,000	\$ -					
								OTHER VISIBLE	4	1	2.00	\$ 159,900	\$ 319,800					
								COMPLAINT OF PAIN	2	0.5	1.00	\$ 90,900	\$ 90,900					
-	-	Install bulb outs on all corners	-	-	-	-	-	FATAL	-	-	-	-	-	-	4 Bulb Outs	\$ 10,000	\$ 40,000	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
-		Install new road signs at the NW corner	-	-	-	-	-	FATAL	-	-	-	-	-	-	2 Signs	\$ 450	\$ 900	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
																Total Cost	44,942	

Unsignalized Intersection

Location: Altamont Drive & Escuela Pkwy
Agency Name: City of Milpitas
Contact Name: Nolen Ugalde
E-mail: nugalde@milpitas.gov



Total Crashes	4
Local CCR Differential	0.17
Equivalent Property Damage Only	42.9
Fatal	0
Severe Injury	0
Other Visible Injury	4
Complaint of Pain	0
Crash Type	
Broadside	1
Sideswipe	0
Rear End	1
Head On	1
Hit Object	0
Overtaken	0
Non-Motorist Crashes	
Pedestrian	0
Bicycle	3
Contributing Factors	
Aggressive	1
Impaired	0
Crash Conditions	
Dark	0
Wet	0

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	All	Install centerline pavement marker (Caltrans Standard Plan A20A, Detail 21) on all approaches	Upgrade intersection pavement markings	NS07	10	0.75	90%	FATAL	0	0	0.00	\$ 2,843,000	\$ -	\$ 319,800	200 SQFT of Striping	\$ 7	\$ 1,400	228.4
								SEVERE	0	0	0.00	\$ 2,843,000	\$ -					
								OTHER VISIBLE	4	1	2.00	\$ 159,900	\$ 319,800					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
-	All	Install retroreflective strips on stop sign posts	Install/Upgrade larger or additional stop signs or other intersection warning/regulatory signs	NS06	10	0.85	90%	FATAL	0	0	0.00	\$ 2,843,000	\$ -	\$ 191,880	2 Retroflective Strip	\$ 250	\$ 500	383.8
								SEVERE	0	0	0.00	\$ 2,843,000	\$ -					
								OTHER VISIBLE	4	0.6	1.20	\$ 159,900	\$ 191,880					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
-	Bike + Ped	Install school zone pedestrian crossing across Escuela Pkwy	Install pedestrian crossing at uncontrolled locations (sign and markings only)	NS20PB	10	0.75	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 239,850	600 SQFT of Striping	\$ 7	\$ 4,200	57.1
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	3	0.75	1.50	\$ 159,900	\$ 239,850					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
-	All	Install stop bar on side street and install school zone pedestrian crossing striping across Altamont Dr	Upgrade intersection pavement markings	NS07	10	0.75	90%	FATAL	0	0	0.00	\$ 2,843,000	\$ -	\$ 319,800	820 SQFT of Striping	\$ 7	\$ 5,740	55.7
								SEVERE	0	0	0.00	\$ 2,843,000	\$ -					
								OTHER VISIBLE	4	1	2.00	\$ 159,900	\$ 319,800					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
-	Bike + Ped	Add green bike lane pavement marking in conflict areas across Altamont Dr	Install advance stop bar before crosswalk (bicycle box)	R32PB	20	0.65	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 335,790	720 SQFT of Striping	\$ 7	\$ 5,040	66.6
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	3	1.05	2.10	\$ 159,900	\$ 335,790					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
-	-	Install bulb outs on all corners	-	-	-	-	-	FATAL	-	-	-	-	-	-	4 Bulb Outs	\$ 10,000	\$ 40,000	-
								SEVERE	-	-	-	-	-					
								OTHER VISIBLE	-	-	-	-	-					
								COMPLAINT OF PAIN	-	-	-	-	-					
																	\$ 56,880	

Unsignalized Intersection

Location: Calaveras Rd & Evans Rd
Agency Name: City of Milpitas
Contact Name: Nolen Ugalde
E-mail: nugalde@milpitas.gov

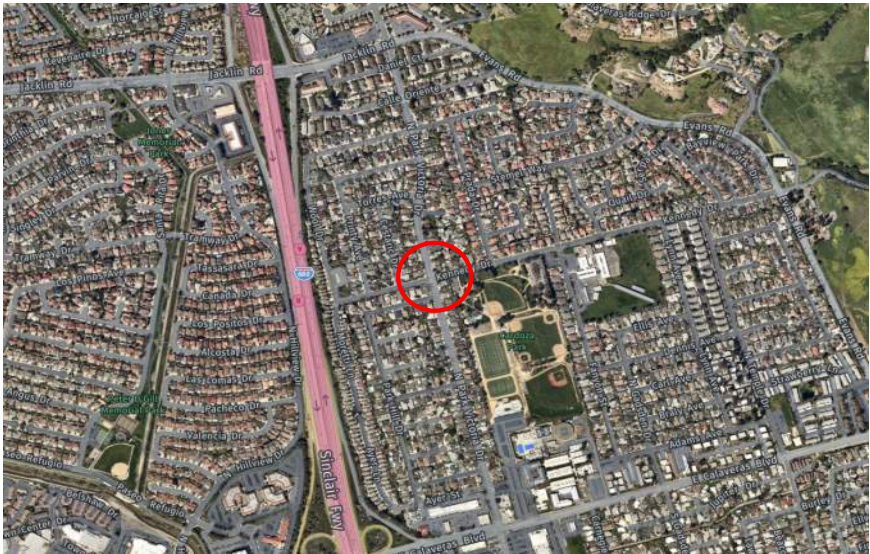


Total Crashes	4
Local CCR Differential	0.00
Equivalent Property Damage Only	34
Fatal	0
Severe Injury	0
Other Visible Injury	2
Complaint of Pain	2
Crash Type	
Broadside	3
Sideswipe	1
Rear End	0
Head On	0
Hit Object	0
Overturned	0
Non-Motorist Crashes	
Pedestrian	0
Bicycle	2
Contributing Factors	
Aggressive	0
Impaired	0
Crash Conditions	
Dark	1
Wet	1

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	Bike+Ped	Install advance stop bars and green conflict zone bike lane treatment at intersection approaches	Install advance stop bar before crosswalk (bicycle box)	R32PB	20	0.65	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 175,560	6000 SQFT of Striping	\$ 7	\$ 39,000	4.5
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	1	0.35	0.70	\$ 159,900	\$ 111,930					
								COMPLAINT OF PAIN	1	0.35	0.70	\$ 90,900	\$ 63,630					
Includes unit cost, installation, design and photometric.	Night	Install supplemental intersection safety lighting	Add intersection lighting	NS01	20	0.60	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 72,720	1 Lump Sum	\$ 43,200	\$ 43,200	1.7
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -					
								COMPLAINT OF PAIN	1	0.4	0.80	\$ 90,900	\$ 72,720					
Includes cost of installation and design	All	Install raised median on EB Calaveras Blvd approach	Install raised median on approaches	NS14	20	0.75	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 250,800	250 LF	\$ 350	\$ 87,500	2.9
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	2	0.5	1.00	\$ 159,900	\$ 159,900					
								COMPLAINT OF PAIN	2	0.5	1.00	\$ 90,900	\$ 90,900					
-	All	Install retroreflective strips on stop sign posts	Install/Upgrade larger or additional stop signs or other intersection warning/regulatory signs	NS06	10	0.85	90%	FATAL	0	0	0.00	\$ 2,843,000	\$ -	\$ 150,480	4	\$ 250	\$ 1,000	150.5
								SEVERE	0	0	0.00	\$ 2,843,000	\$ -					
								OTHER VISIBLE	2	0.3	0.60	\$ 159,900	\$ 95,940					
								COMPLAINT OF PAIN	2	0.3	0.60	\$ 90,900	\$ 54,540					
																Total Cost	\$ 170,700	

Location:
Agency Name:
Contact Name:
E-mail:

Kennedy Dr & N Park Victoria Dr
City of Milpitas
Nolen Ugalde
nugalde@milpitas.gov

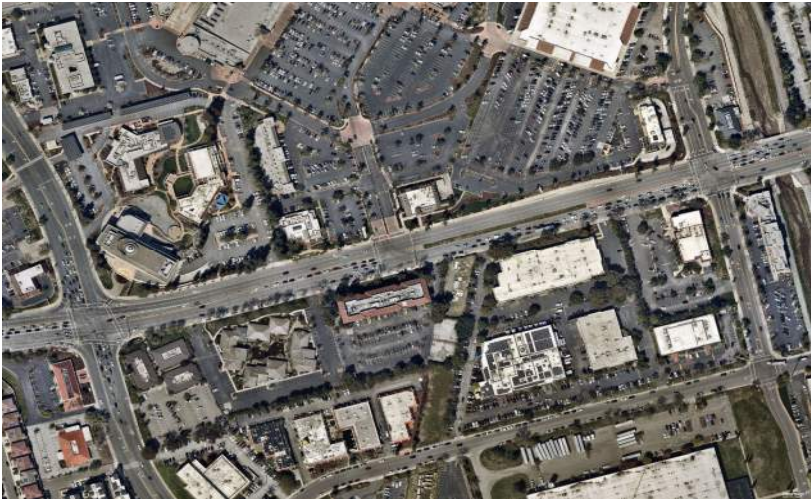


Total Crashes	3
Local CCR Differential	0.02
Equivalent Property Damage Only	2
Fatal	1
Severe Injury	0
Other Visible Injury	1
Complaint of Pain	1
Crash Type	
Broadside	1
Sideswipe	0
Rear End	0
Head On	0
Hit Object	0
Overturned	0
Non-Motorist Crashes	
Pedestrian	0
Bicycle	2
Contributing Factors	
Aggressive	3
Impaired	0
Crash Conditions	
Dark	0
Wet	0

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	All	Install reflective strips on stop sign posts	Install/Upgrade signs with new fluoresent sheeting	R22	10	0.85	90%	FATAL	1	0.15	0.30	\$ 2,461,000	\$ 738,300	\$ 813,540	3 Signs	\$ 250	\$ 750	1,084.7
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	1	0.15	0.30	\$ 159,900	\$ 47,970					
								COMPLAINT OF PAIN	1	0.15	0.30	\$ 90,900	\$ 27,270					
-	Bike + Ped	Install R1-5b signs at advanced stop bars and install R1-6a signs in the medians on the Southbound and Northb ound approaches.	Install/Upgrade pedestrian crossing at uncontrolled locations (with enhanced safety features)	NS21PB	20	0.55	90%	FATAL	1	0.45	0.90	\$ 2,461,000	\$ 2,214,900	\$ 2,358,810	6 Signs	\$ 450	\$ 2,700	873.6
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	1	0.45	0.90	\$ 159,900	\$ 143,910					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
Includes unit cost, installation and design	Bike + Ped	Install buffered bike lanes and standard pavement markings on N Park Victoria including the intersection approaches	Install separated bike lanes	R33PB	20	0.55	90%	FATAL	1	0.45	0.90	\$ 2,461,000	\$ 2,214,900	\$ 2,358,810	0.85 Mile	\$ 84,000	\$ 71,400	33.0
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	1	0.45	0.90	\$ 159,900	\$ 143,910					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
																Total Cost	\$ 74,850	

Roadway Segment

Location: E Calaveras Blvd (btw N Milpitas Blvd and Hillview Dr)
Agency Name: City of Milpitas
Contact Name: Nolen Ugalde
E-mail: nugalde@milpitas.gov



Total Crashes	14
Local CCR Differential	0.31
Equivalent Property Damage Only	113
Fatal	0
Severe Injury	0
Other Visible Injury	6
Complaint of Pain	8
Crash Type	
Broadside	3
Sideswipe	0
Rear End	7
Head On	0
Hit Object	0
Overturned	0
Non-Motorist Crashes	
Pedestrian	1
Bicycle	3
Contributing Factors	
Aggressive	9
Impaired	2
Crash Conditions	
Dark	3
Wet	2

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	All	Install retroreflective backplates	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	S02	10	0.85	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 505,980	13 Backplates	\$ 1,000	\$ 13,000	38.9
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	6	0.9	1.80	\$ 159,900	\$ 287,820					
								COMPLAINT OF PAIN	8	1.2	2.40	\$ 90,900	\$ 218,160					
Includes cost of controller updates and design	All	Coordinate the traffic signal at Town Center Dr with the signals at Milpitas Blvd and Hillview Dr	Improve signal timing (coordination, phases, red, yellow, or operation)	S03	10	0.85	50%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 505,980	3 Intersections	\$ 8,250	\$ 24,750	20.4
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	6	0.9	1.80	\$ 159,900	\$ 287,820					
								COMPLAINT OF PAIN	8	1.2	2.40	\$ 90,900	\$ 218,160					
-	Bike + Ped	Install buffered bike lane. Install green bike lane striping in conflict areas.	Install separated bike lanes	R33PB	20	0.55	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 513,540	1 Lump Sum	\$ 455,000	\$ 455,000	1.1
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	3	1.35	2.70	\$ 159,900	\$ 431,730					
								COMPLAINT OF PAIN	1	0.45	0.90	\$ 90,900	\$ 81,810					
																Total Cost	\$ 492,750	

Location:
Agency Name:
Contact Name:
E-mail:

E Calaveras Blvd (btw Abel St and N Milpitas Blvd)
City of Milpitas
Nolen Ugalde
nugalde@milpitas.gov

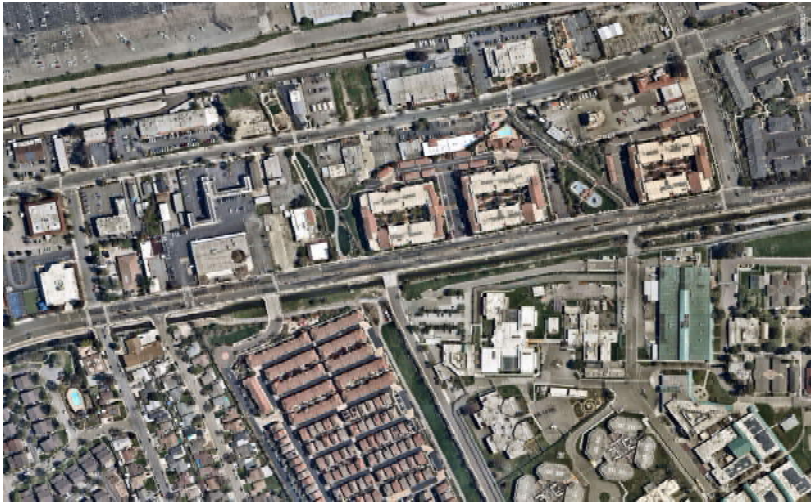


Total Crashes	9
Local CCR Differential	0.04
Equivalent Property Damage Only	232
Fatal	0
Severe Injury	1
Other Visible Injury	4
Complaint of Pain	4
Crash Type	
Broadside	0
Sideswipe	0
Rear End	6
Head On	0
Hit Object	1
Overturned	0
Non-Motorist Crashes	
Pedestrian	1
Bicycle	0
Contributing Factors	
Aggressive	7
Impaired	1
Crash Conditions	
Dark	1
Wet	0

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	Bike + Ped	Install yield lines at pedestrian crossing at Calaveras off-ramp to Main Street and stripe high visibility crossing	Install/Upgrade pedestrian crossing at uncontrolled locations (with enhanced safety features)	NS21PB	20	0.65	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 111,930	100 SQFT of Striping	\$ 6	\$ 600	186.6
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	1	0.35	0.70	\$ 159,900	\$ 111,930					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
-	All	Install W3-3 traffic signal ahead sign on EB Calaveras Blvd	Install/Upgrade signs with new fluoresent sheeting	R22	10	0.85	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 1,039,260	1 Signs	\$ 450	\$ 450	2,309.5
								SEVERE	1	0.15	0.30	\$ 2,461,000	\$ 738,300					
								OTHER VISIBLE	4	0.6	1.20	\$ 159,900	\$ 191,880					
								COMPLAINT OF PAIN	4	0.6	1.20	\$ 90,900	\$ 109,080					
Includes unit cost, installation and design	Bike + Ped	Install RRFB at pedestrian crossing at Calaveras off-ramp to Main Street	Install Rectangular Rapid Flashing Beacon (RRFB)	NS22PB	20	0.65	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 111,930	1 RRFB	\$ 54,000	\$ 54,000	2.1
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	1	0.35	0.70	\$ 159,900	\$ 111,930					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
Includes unit cost, installation and design	All	Install high friction surface treatment on intersection approaches	Improve pavement friction (high friction surface treatments)	NS12	10	0.55	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 3,117,780	2 Intersection Approaches	\$ 186,000	\$ 372,000	8.4
								SEVERE	1	0.45	0.90	\$ 2,461,000	\$ 2,214,900					
								OTHER VISIBLE	4	1.8	3.60	\$ 159,900	\$ 575,640					
								COMPLAINT OF PAIN	4	1.8	3.60	\$ 90,900	\$ 327,240					
																Total Cost	\$ 427,050	

Location:
Agency Name:
Contact Name:
E-mail:

S Main St (btw W Curtis Ave and Corning Ave)
City of Milpitas
Nolen Ugalde
nugalde@milpitas.gov

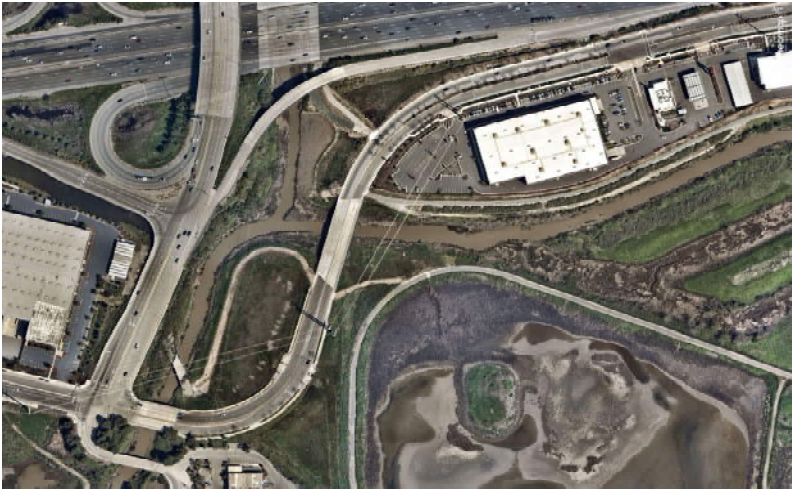


Total Crashes	8
Local CCR Differential	0.71
Equivalent Property Damage Only	540
Fatal	1
Severe Injury	2
Other Visible Injury	3
Complaint of Pain	2
Crash Type	
Broadside	0
Sideswipe	1
Rear End	4
Head On	0
Hit Object	1
Overturned	0
Non-Motorist Crashes	
Pedestrian	2
Bicycle	1
Contributing Factors	
Aggressive	3
Impaired	2
Crash Conditions	
Dark	1
Wet	0

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	Bike + Ped	Install pedestrian refuge island and high-visibility crosswalk	Install/upgrade pedestrian crossing (with enhanced safety features)	R35PB	20	0.65	90%	FATAL	1	0.35	0.70	\$ 2,461,000	\$ 1,722,700	\$ 3,509,030	2 Lump Sum	\$ 28,000	\$ 56,000	62.7
								SEVERE	1	0.35	0.70	\$ 2,461,000	\$ 1,722,700					
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -					
								COMPLAINT OF PAIN	1	0.35	0.70	\$ 90,900	\$ 63,630					
-	All	Restrict parking at pedestrian crossings to improve sight distance	Improve sight distance to intersection (clear sight triangles)	NS11	10	0.80	90%	FATAL	1	0.2	0.40	\$ 2,461,000	\$ 984,400	\$ 3,217,800	480 LF of Striping	\$ 3	\$ 2,340	1,375.1
								SEVERE	2	0.4	0.80	\$ 2,461,000	\$ 1,968,800					
								OTHER VISIBLE	3	0.6	1.20	\$ 159,900	\$ 191,880					
								COMPLAINT OF PAIN	2	0.4	0.80	\$ 90,900	\$ 72,720					
Includes unit cost, installation, design and photometric.	Dark	Install roadway lighting at the pedestrian crossings	Add segment lighting	R01	20	0.65	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 1,722,700	4 Luminaires	\$ 19,500	\$ 78,000	22.1
								SEVERE	1	0.35	0.70	\$ 2,461,000	\$ 1,722,700					
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
																Total Cost	\$ 136,340	

Location:
Agency Name:
Contact Name:
E-mail:

S McCarthy Blvd (btw Dixon Landing Rd and Sprig Center Dwy)
City of Milpitas
Nolen Ugalde
nugalde@milpitas.gov



Total Crashes	6
Local CCR Differential	0.09
Equivalent Property Damage Only	355
Fatal	0
Severe Injury	2
Other Visible Injury	0
Complaint of Pain	4
Crash Type	
Broadside	1
Sideswipe	0
Rear End	0
Head On	0
Hit Object	4
Overturned	1
Non-Motorist Crashes	
Pedestrian	0
Bicycle	0
Contributing Factors	
Aggressive	4
Impaired	1
Crash Conditions	
Dark	4
Wet	2

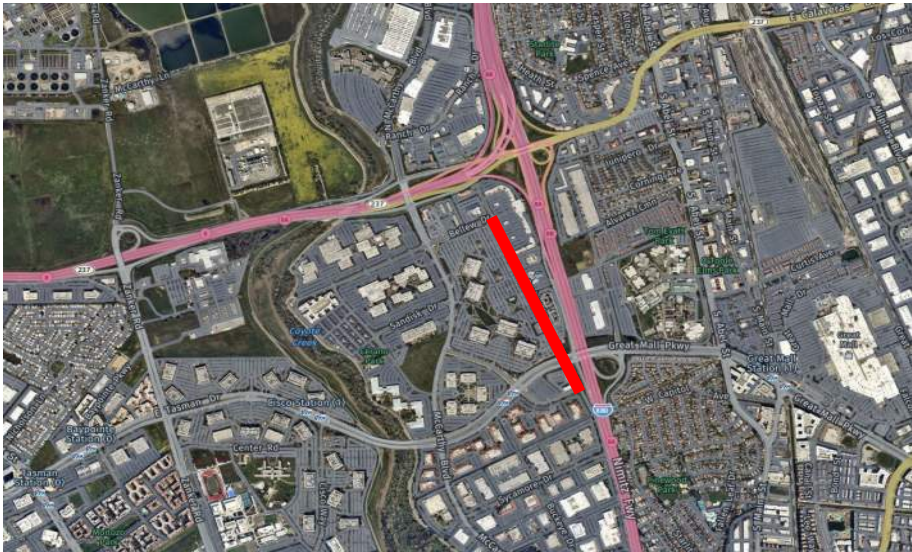
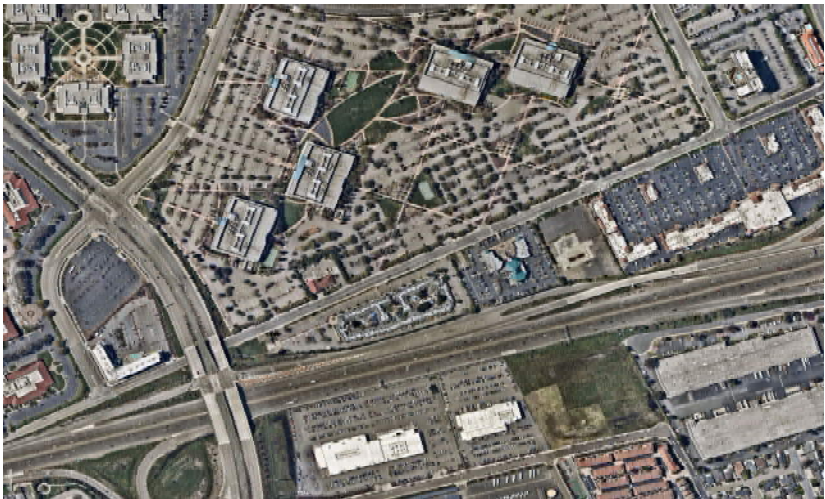
NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	All	Install retroreflective backplates on traffic signal heads. Install additional signal head for through lanes on N McCarthy Blvd	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	S02	10	0.85	90%	FATAL	0	0	0.00	\$ 2,843,000	\$ -	\$ 1,814,880	12 Backplates and 2 Signal Heads	Lump Sum	\$ 26,500	68.5
								SEVERE	2	0.3	0.60	\$ 2,843,000	\$ 1,705,800					
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -					
								COMPLAINT OF PAIN	4	0.6	1.20	\$ 90,900	\$ 109,080					
Includes unit cost, installation and design	All	Install solar, radar speed feedback sign at NB curve	Install dynamic/variable speed warning signs	R26	10	0.70	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 3,171,360	1 Lump Sum	\$ 22,800	\$ 22,800	139.1
								SEVERE	2	0.6	1.20	\$ 2,461,000	\$ 2,953,200					
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -					
								COMPLAINT OF PAIN	4	1.2	2.40	\$ 90,900	\$ 218,160					
Includes unit cost, installation and design	All	Install High Friction Surface Treatment (HFST)	Improve pavement friction (High Friction Surface Treatments)	R21	10	0.45	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 5,814,160	10670 SQYD	\$ 26	\$ 280,088	20.8
								SEVERE	2	1.1	2.20	\$ 2,461,000	\$ 5,414,200					
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -					
								COMPLAINT OF PAIN	4	2.2	4.40	\$ 90,900	\$ 399,960					
Includes unit cost, installation, design and	Dark	Install roadway lighting at the horizontal curves	Add segment lighting	R01	20	0.65	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 3,572,660	2 Luminaires	\$ 19,500	\$ 39,000	91.6
								SEVERE	2	0.7	1.40	\$ 2,461,000	\$ 3,445,400					
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -					
								COMPLAINT OF PAIN	2	0.7	1.40	\$ 90,900	\$ 127,260					
-	All	Install chevrons on NB McCarthy Blvd	Install chevron signs on horizontal curves	R23	10	0.60	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 4,228,480	3 Chevrons	\$ 450	\$ 1,350	3,132.2
								SEVERE	2	0.8	1.60	\$ 2,461,000	\$ 3,937,600					
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -					
								COMPLAINT OF PAIN	4	1.6	3.20	\$ 90,900	\$ 290,880					
-	All	Install edgeline rumble strips on NB McCarthy Blvd	Install edgeline rumble strips/stripes	R31	10	0.85	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 1,585,680	0.8 Miles	\$ 76,800	\$ 61,440	25.8
								SEVERE	2	0.3	0.60	\$ 2,461,000	\$ 1,476,600					
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -					
								COMPLAINT OF PAIN	4	0.6	1.20	\$ 90,900	\$ 109,080					
-	All	Refresh Intersection Striping with high visibility thermoplastic	Install raised pavement markers and striping (through intersection)	S09	10	0.90	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 1,057,120	3750 SQFT of Striping	\$ 7	\$ 26,250	40.3
								SEVERE	2	0.2	0.40	\$ 2,461,000	\$ 984,400					
								OTHER VISIBLE	0	0	0.00	\$ 159,900	\$ -					
								COMPLAINT OF PAIN	4	0.4	0.80	\$ 90,900	\$ 72,720					
																Total Cost	\$ 457,428	

Location:Barber Ln (btw Bellew Dr and Alder Dr)

Agency Name:City of Milpitas

Contact Name:Nolen Ugalde

E-mail:nugalde@milpitas.gov



Total Crashes	3
Local CCR Differential	3.50
Equivalent Property Damage Only	28
Fatal	0
Severe Injury	0
Other Visible Injury	2
Complaint of Pain	1
Crash Type	
Broadside	1
Sideswipe	0
Rear End	0
Head On	0
Hit Object	0
Overturned	0
Non-Motorist Crashes	
Pedestrian	1
Bicycle	0
Contributing Factors	
Aggressive	0
Impaired	0
Crash Conditions	
Dark	0
Wet	0

NOTES	COLLISION TYPE	RECOMMENDATION	LOCAL ROADWAY SAFETY MANUAL (LRSM) COUNTERMEASURE	LRSM #	Expected Life (Years)	CMF	CALTRANS FUNDING	NUMBER OF CRASHES (2017-2021)		NUMBER OF HISTORIC CRASHES REDUCED	10-YEAR CRASH REDUCTION ESTIMATE	CRASH SEVERITY COST	10-YEAR CRASH REDUCTION BENEFIT (2022 \$)	TOTAL 10-YEAR CRASH REDUCTION BENEFIT	QUANTITY/ NUMBER OF UNITS	UNIT COST (2023 \$)	COST ESTIMATE (2023 \$)	BENEFIT/COST
-	Bike+Ped	Install buffered bike lane with raised element EB & WB (removing parking). Install green bike lane striping in conflict areas.	Install separated bike lanes	R33PB	20	0.55	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 143,910	3350 Feet	\$ 15	\$ 50,250	2.9
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	1	0.45	0.90	\$ 159,900	\$ 143,910					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
Includes cost of installation and design	All	Install raised median along Barber Ln with directional median openings	Install raised median	R08	20	0.75	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 205,350	3330 Feet	\$ 324	\$ 1,078,920	0.2
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	2	0.5	1.00	\$ 159,900	\$ 159,900					
								COMPLAINT OF PAIN	1	0.25	0.50	\$ 90,900	\$ 45,450					
-	All	Install pedestrian refuge island at mid-block crossing	Install/upgrade pedestrian crossing (with enhanced safety features)	R35PB	10	0.85	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 47,970	1 Lump Sum	\$ 28,000	\$ 28,000	1.7
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	1	0.15	0.30	\$ 159,900	\$ 47,970					
								COMPLAINT OF PAIN	0	0	0.00	\$ 90,900	\$ -					
Assumes only new striping is required	All	Install Left-turn lane on NB Barber Lane at the intersection with Bellew Dr	Install left-turn lane (where no left-turn lane exists)	NS18	10	0.65	90%	FATAL	0	0	0.00	\$ 2,461,000	\$ -	\$ 287,490	1 Lump sum	\$ 42,000	\$ 42,000	6.8
								SEVERE	0	0	0.00	\$ 2,461,000	\$ -					
								OTHER VISIBLE	2	0.7	1.40	\$ 159,900	\$ 223,860					
								COMPLAINT OF PAIN	1	0.35	0.70	\$ 90,900	\$ 63,630					
																Total Cost	\$ 1,199,170	



APPENDIX F

POLICY UPDATE

Table 1: Summary of Programs, Policies, and Practices for the City of Milpitas

Topic	Current Status	Implement or Enhance
Complete Streets Policy	Metropolitan Transportation Commission (MTC) has a Complete Streets Policy (Resolution No. 4493: MTC's Complete Streets Policy). Santa Clara County likewise adopted 2016 Measure B Complete Streets reporting requirements.	It is recommended that the City of Milpitas continue to support MTC and VTA's Complete Streets policies, and consider adopting its own policy.
Traffic Impact Fees	City levies development impact fees	Consider safety impacts and potential projects that enhance safety for future fee updates
Safe Routes to School Funding	Milpitas directed Measure B funds to SRTS project at two elementary schools	Seek grant funding opportunities to create a SRTS plan that includes the remaining elementary schools in Milpitas
Traffic Safety Education	Included in SRTS program; No active program	Work with education and PD to develop traffic safety education programs in public areas and schools (including bicycle and pedestrian components)
Program for Reviewing Crash Activity	City has no active monitoring program; MTC reviews crash data in BayViz dashboard	Set up formal program for reviewing crash activity at a fixed time interval (1 or 2 years); Update database for future LRSP analyses & updates
Crossroads Database Updates	MTC does not use Crossroads database	Continue cooperation with County staff and MTC, and consider implementing Crossroads database so property damage only crashes can be tracked
City Enforcement on Bicycle Rules	Anyone under 18 is required to wear a bike helmet C.V.C. 21212; Bicycles are regulated by the PD and require licenses to ride, Municipal Code V-100-16	City transportation division should engage with PD in enforcement and education at strategic locations based on collision patterns, community events, and safety priorities
Sobriety / Seatbelt Checks	Conducted by City Police Department	City transportation division should engage with PD in planning and implementing sobriety and & seatbelt checks based on collision patterns, community events, and safety priorities
City Law Enforcement Coordinate with Adjacent Jurisdictions	No	PD coordinate with CHP and Santa Clara County Sheriff's departments and look for opportunities for joint educational and enforcement campaigns

Topic	Current Status	Implement or Enhance
Speed Surveys	Not posted online	Continue to implement regular surveying as required by California Vehicle Code; Review new guidance from Assembly Bill 43
Speed Limits	Not posted online	Continue to update as required by California Vehicle Code; Exercise context-based flexibility offered under Assembly Bill 43
Traffic Calming Policies	Milpitas Policy 1-7 Revision 1	Identify neighborhood cut-through corridors and implement traffic calming strategies as appropriate
Transit Vehicles Accommodation of Bicycles	Bikes are permitted on VTA buses and light rail, and on BART. Micromobility bikes are not permitted on VTA/BART vehicles.	Continue to accommodate bicycles on transit to promote multi-modal trips
Coordination of Transit Providers and City Staff	Yes	Continue coordination; Work to identify areas for improvements particularly with first and last mile connections
Bicycle and Pedestrian Master Plans	Yes	Continue tracking bike and pedestrian crashes, and implementing identified projects with high need and high feasibility
General Plan Addresses Multimodal Traffic Safety	Included in Circulation Element of General Plan	Continue to implement recommendations under General Plan; Regularly assess progress and areas for improvement; Avoid projects that prioritize operational improvements over multimodal safety
Inventory of Bicycle, Pedestrian, Parking, and other facilities	No	Start inventory program of facilities; Digitize inventory through GIS database
Traffic Safety Audit Program	Included in Circulation Element of General Plan, but No formal program	Implement a traffic safety audit program to regularly identify traffic safety issues citywide in coordination with County LRSP update and monitoring program
Coordination between Emergency Response and City Transportation Planning	Yes, emergency vehicle preemption has been implemented at key corridors. The Milpitas Traffic Safety Project includes PD and FD stakeholders	Continue engaging emergency response in transportation planning processes; Include membership in project technical advisory committees where appropriate

Topic	Current Status	Implement or Enhance
Coordination between Local Health Agencies and City Transportation Planning	Not posted online	Continue engaging local health agencies in transportation planning processes; Include membership in project technical advisory committees where appropriate
Resident Feedback	Yes, comment form available on City website	Continue to seek out resident feedback; Review comments for trends and patterns that may suggest opportunities for systemic safety improvement
Maintenance of Roadway Surfaces	Yes	Continue regular maintenance of roadway surfaces; integrate safety improvements such as bike lanes and advanced stop bars
Transportation Demand Management Policies/Programs	MTC and VTA have developed Transportation Demand Management Programs. The C/CAG-VTA Countywide Travel Demand Model was used in the update to the general plan	Coordinate with VTA and review MTC strategies to implement local Transportation Demand Management programs
Use of overlays, specific plans, redevelopment areas to encourage infill development to reduce VMT	City follows direction in SB 743 I effort to reduce VMT.	Identify areas where infill development will require safety improvements; Coordinate with County to ensure connectivity and continuation of safety amenities with other municipalities
Regular Collection of Traffic / Bicycle / Pedestrian Volumes	On a case-by-case basis	Require bicycle and pedestrian counts as part of routine traffic counting policies for the City when traffic impact studies or environmental documents are being developed
Program for Installing Wayfinding Signage	Yes (On a project basis)	Utilize solar-powered digital bulletin boards to advertise traffic safety best practices or wayfinding. with County to implement branded wayfinding program; Identify key City destinations and access routes
Warrants for Traffic Control Devices	Uses CA MUTCD.	Continue to use CA MUTCD warrants; Where frequent citizen requests are not covered by existing warrants, consider developing local warrants to facilitate decision making
School Zone Safety	Enforced by PD.	Continue enforcement of road safety in school zones; Seek grant funding opportunities for additional personnel in school zones

Topic	Current Status	Implement or Enhance
Crosswalk Safety	Crossing guard program overseen by PD. Additional crossing guard warrants completed in 2022 in partnership with City Engineering staff.	Increase enforcement of safe driving and active transportation behaviors near busy crosswalk locations; Update pedestrian crossing design standards in accordance with latest best practices Seek grant funding for additional enforcement near high pedestrian activity locations

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADOPTING AND APPROVING THE CITYWIDE TRAVEL SAFETY PLAN, PROJECT NO. 4293

WHEREAS, the Citywide Traffic Safety Assessment, Project No. 4293, is included in the approved 2023-2027 Capital Improvement Program. This project provides a five-year analysis of crash data and trends within the City and recommends countermeasures and traffic safety improvements within a Citywide Travel Safety Plan; and

WHEREAS, the Travel Safety Plan summarizes the existing safety context within the City based on crash records obtained from the California Highway Patrol's Statewide Integrated Traffic Records System database. This data has been used to identify citywide safety trends, high-crash locations, and locations with unusual crash patterns or high-crash severities spanning a five-year period from January 1, 2017 through December 31, 2021; and

WHEREAS, staff has conducted multiple public outreach meetings and surveys including an interactive online map to capture the community's interests, comments, and concerns. These outreach efforts were carried out to encourage and maximize public participation; and

WHEREAS, staff has shared the Travel Safety Plan with internal stakeholders, and incorporated feedback from the City's Police, Public Works, and Planning Departments. Staff has incorporated Transportation Subcommittee recommendations from past meetings into the Travel Safety Plan document, and it is ready for adoption by the City Council. The document includes an assessment of existing conditions, countermeasure toolbox, short-term, mid-term, and long-term improvement recommendations, and implementation and funding strategies; and

WHEREAS, as part of the implementation plan, staff will continue to monitor and record traffic incidents on local roadways, maintain a list of transportation safety focus areas based on historical crash data, and consider updating the Travel Safety Plan after no more than five to seven years; and

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council hereby approves the Citywide Travel Safety Plan, Project No. 4293
3. The City Council hereby adopts a resolution to adopt the Citywide Travel Safety Plan, Project No. 4293

PASSED AND ADOPTED this 23rd day of January 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Suzanne Guzzetta, City Clerk

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

APPROVED:

Carmen Montano, Mayor



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Granting Acceptance of Public Improvements and Approve a Reduction of the Faithful Performance Bond for the District 1 Lot 2 (Graham) Project Located at 1415 McCandless Drive and Grant Authorization to the City Engineer to Release the Remaining Portion of the Lot 2 Performance Bond after the One-Year Warranty Period (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012; and Roberto Alonzo, PW Division Manager - Engineering, 408-586-3316)
Category:	Consent Calendar-Community Development
Meeting Date:	1/23/2024
Recommendation:	Adopt a resolution granting acceptance of the completed public improvements for the District 1 Lot 2 (Graham) Project as shown on Public Improvement Plans No. 2-1217; approve a reduction in the faithful performance bond of \$24,950.00 which is 10% of the security's original value for the Lot 2 public improvements construction cost; The remaining amount of the Lot 2 performance bond cost shall be in effect for the duration of the warranty period; and grant authorization to the City Engineer to release the performance bond after the one-year warranty period without further City Council action provided that all required warranty work is completed to the satisfaction of the City Engineer.

BACKGROUND:

On January 16, 2018, the City Council approved the Final Map for Tract No. 10477 and the Subdivision Improvement Agreement for the District 1 Lot 2 (Graham) Project (Project) on a 2.55-acre site located at 1415 McCandless Drive. New public improvements constructed by the Project include; curb, gutters; sidewalk; utilities; landscaping; and other miscellaneous items of work.

ANALYSIS:

The Developer for Lot 2, Milpitas-District 2 Associates, LLC, has successfully completed all required public improvements for the Lot 2 portion of the Project in accordance with the City approved public improvement plans. The public improvements are now ready for City Council acceptance and commencement of the 1-year warranty period. Staff recommends the City Council adopt a Resolution (attached) granting acceptance of the public improvements, and to approve a reduction of the performance bond of \$24,950.00, which is 10% of the original value for the Lot 2 public improvements construction cost, and grant authorization to the City Engineer to release the performance bond portion for Lot 2 after the one-year warranty period without further City Council action provided that all required warranty work is completed to the satisfaction of the City Engineer.

POLICY ALTERNATIVE(S):

Alternative 1:

Not approve a resolution granting acceptance of public improvements including the reduction of the performance bond.

Pros: None

Cons: Not granting acceptance of the completed public improvements would limit use of improvements and would not promote the orderly completion and closeout of the Project, and it would be in conflict with the City's obligation under the Subdivision Improvement Agreement.

Reason for Not Recommending: Granting the acceptance of the completed public improvements would allow public use of the improvements and provides for the completion and closeout of the Project as required by the Subdivision Improvement Agreement. Staff recommends the City Council adopt the resolution granting acceptance of public improvements.

FISCAL IMPACT:

Public Improvements completed as part of this project will be perpetually owned and maintained by the city following acceptance by the City Council and completion of the 1-year warranty period. The Public Works Department will be responsible for maintenance of the improvements and any required additional funding for ongoing maintenance will be requested through future budget appropriations as the Council adopts the annual operating budget for the Public Works Department.

California Environmental Quality Act (CEQA):

Granting acceptance of public improvements and reducing faithful performance bond for public improvements are not considered projects under CEQA as there will be no direct or reasonably foreseeable indirect physical change in the environment. Further, at the time the City Council approved the entitlements for the project thru an initial environmental assessment, staff determined that an Addendum to the Transit Area Specific Plan (SCH# 2006032091) pursuant to Section 15164 of the CEQA Guidelines was the appropriate CEQA document given the changes to the General Plan, Specific Plan and Zoning Code. The Addendum demonstrated that there were no substantial changes in the environment because the project would reduce the overall development intensity. On October 28, 2015, the Planning Commission recommended to City Council to approve the Addendum to the EIR prepared for the TASP. On November 17, 2015, the City Council adopted a Resolution Adopting the Addendum to the previously certified Transit Area Specific Plan Environmental Impact Report prepared for the project.

RECOMMENDATION:

Adopt a resolution granting acceptance of the completed public improvements for the District 1 Lot 2 (Graham) Project as shown on Public Improvement Plans No. 2-1217; approve a reduction in the faithful performance bond of \$24,950.00 which is 10% of the security's original value for the Lot 2 public improvements construction cost; The remaining amount of the Lot 2 performance bond cost shall be in effect for the duration of the warranty period; and grant authorization to the City Engineer to release the performance bond after the one-year warranty period without further City Council action provided that all required warranty work is completed to the satisfaction of the City Engineer.

Attachment(s):

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING ACCEPTANCE AND REDUCING PERFORMANCE BOND OF THE DISTRICT 1 – LOT 2 (GRAHAM) PROJECT AND GRANTING AUTHORIZATION TO THE CITY ENGINEER TO RELEASE THE REMAINING PORTION OF THE LOT 2 PERFORMANCE BOND AFTER THE ONE-YEAR WARRANTY PERIOD

WHEREAS, the City Council of the City of Milpitas on January 16, 2018 approved the plans and specifications for the District 1 – Lot 2 (Graham) Project, (the “Project”) to be completed by Milpitas-District 2 Associates, LLC as part of its residential development on 1415 McCandless Drive; and

WHEREAS, the City of Milpitas has heretofore entered into an improvement agreement on January 16, 2018 with Milpitas-District 2 Associates, LLC, for the District 1 – Lot 2 (Graham) Project; and

WHEREAS, Milpitas-District 2 Associates, LLC, as Principal, and International Fidelity Insurance Company, as Surety, executed and posted a certain Performance Bond Number 0692066 conditioned upon the faithful performance of the provisions of said improvement agreement and upon the faithful performance of all improvement work required thereunder; and

WHEREAS, said public improvements for the District 1 – Lot 2 (Graham) Project have been completed and the improvement agreement provides that the security shall extend for a period of one year after the date of acceptance of said improvements to cover the warranty period of said improvements under said agreement; and

WHEREAS, the City Council is willing to consent to a reduction in the penal sum of said security during said one-year warranty period; and

WHEREAS, the City Engineer of the City of Milpitas has made a final inspection of said improvements for the Residential Project and recommends that the City Council of the City of Milpitas accept the same as constructed in accordance with the approved plans and specifications.

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. Those certain public improvements constructed as part of the District 1 – Lot 2 (Graham) Project, are hereby accepted as constructed in accordance with the approved plans and specifications upon recommendation of the City Engineer of the City of Milpitas.
3. The penal sum of the faithful performance bond securing said improvements may be reduced by the sum of \$24,950.00, upon request of Principal and Surety, with said penal sum as reduced to apply from the date of completion and acceptance of said improvements and to extend for the balance of the term of one year of said security. Provided, however, that nothing herein contained shall in any way be deemed to be a waiver, release or relinquish by City of any obligations imposed upon the developer or his surety, or sureties, by law or by the above referend public improvement agreement, save and except as expressly set forth herein.
4. The City Council grants authorization to the City Engineer to release the performance bond after the one-year warranty period without further City Council action provided all required warranty work is completed to the satisfaction of the City Engineer.

PASSED AND ADOPTED this _____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve Budget Appropriation of \$250,000 from the Gas Tax Fund to Increase the City's Local Project 10% Matching Contribution and Authorize the City Manager to Execute Future Amendment No. 3 to the Funding Agreement between the City and the Santa Clara Valley Transportation Authority (VTA) for the Calaveras Boulevard Near Term Improvement Project (CIP Project No. 4294 – SR 237 HOV Lane Improvements) (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012; and Roberto Alonzo, PW Division Manager, 408-586-3316)
Category:	Consent Calendar-Community Development
Meeting Date:	1/23/2024
Recommendation:	Approve budget appropriation of \$250,000.00 from the Gas Tax Fund to increase the City's local project 10% matching contribution to \$550,000.00 and Authorize the City Manager to Execute Future Amendment No. 3 to the Funding Agreement between the City and the Santa Clara Valley Transportation Authority (VTA) for the Calaveras Boulevard Near Term Improvement Project (CIP Project No. 4294 – SR 237 HOV Lane Improvements).

BACKGROUND:

On December 5, 2017, the City Council adopted Resolution No. 8729 declaring State Route 237/Calaveras Boulevard (SR237) improvements as the highest priority transportation projects for the City of Milpitas, and selected three preferred projects for the improvement of SR237. The following are the three preferred SR237 corridor projects ("Project"):

1. Construct HOV (carpool) only lane on westbound Calaveras Boulevard between I-880 southbound off-ramp and SR237 freeway on ramp.
2. Construct HOV (carpool) only lane on westbound Calaveras Boulevard across McCarthy Boulevard freeway overpass.
3. Complete a SR237 corridor study and identify other transit, pedestrian, bicycle, and roadway infrastructure and operational improvements within the City of Milpitas between I-880 and I-680.

The initial total project cost was estimated at \$2,000,000. On November 5, 2019, the City and VTA entered in a funding agreement (**Attachment 1**) to complete the Project, where VTA administers the design, environmental clearance, permitting, and construction of the Project with \$1,800,000 of 2016 Measure B Highway Program grant funding. Under the terms of the Agreement, the City contributes \$200,000 in funding to the Project, which is the Measure B required 10% local match.

In January 2022, During the Project design phase, VTA discovered that additional evaluation and engineering design services were required to address unanticipated non-standard roadway features which include an existing narrow shoulder width and inadequate metering signals. This resulted in increasing Project design and anticipated construction cost by approximately \$1,000,000 bringing the total estimated Project cost to \$3,000,000.

On December 2, 2021, the VTA Board of Directors approved a budget appropriation of \$900,000 from the 2016 Measure B funding into the Project. In addition, the City of Milpitas requirement to contribute a local project match increased by \$100,000.

Staff recommended the City Council approve and authorize the City Manager to execute Amendment No. 1 to Funding Agreement with VTA (**Attachment 2**) to increase the City's local project match by \$100,000, and the total City funding match not to exceed \$300,000. Funding for the additional City project local match funding will come from Project No. 4294, SR237 HOV Lane Improvements.

On December 15, 2023 the City and VTA executed Amendment No. 2 to the Funding Agreement (Attachment 3) to extend the term from December 31, 2023 to December 31, 2024. VTA is working on Amendment No. 3 to formalize the additional fund request of \$250,000 to increase the City's matching contribution to a total of \$550,000. The agreement will be available to the City in February 2024. The Project is currently under the design phase, and construction is anticipated to begin in 2025.

ANALYSIS:

As construction costs have increased in the current economy, the estimated construction cost of the project has increased by an additional \$2,500,000 for a total of now \$5,500,000. VTA has requested additional funds from Measure B to cover this increase which in turn increased the City's 10% matching contribution obligation by an additional \$250,000. This additional contribution brings up the total City contribution to \$550,000. VTA expects to receive bids for the project in March 2024. Once bids are received the final matching contribution from Milpitas will be determined, which may be less than \$250,000. If this is the case, the savings would remain with the City. Additionally, if the received bids are higher than estimated, the City and VTA would negotiate a potential additional City contribution that would be brought to the City Council for approval.

POLICY ALTERNATIVE(S):

Alternative 1:

Deny approval of budget appropriation for the City's local project 10% matching contribution.

Pros: None

Cons: Not approving the budget appropriation would cause the City to be noncompliant with the Funding Agreement whereby the City agreed to provide a 10% matching contribution

Reason for Not Recommending: Completion of SR237 corridor projects will provide traffic congestion relief to residents and businesses in Milpitas.

FISCAL IMPACT:

Appropriate \$250,000 to CIP Project No. 4294 SR237 HOV Lane Improvements. Funding source comes from the Gas Tax Fund. Currently, there are insufficient funds in Project No.4294 – SR237 HOV Lane Improvements for the \$250,000 increase in the 10% matching contribution. In order to provide sufficient funding, approval of a Budget Appropriation (Attachment No. 4) of \$250,000 from the Gas Tax Fund is required.

California Environmental Quality Act (CEQA):

As part of the design of the Project, environmental review is being conducted and VTA shall complete environment clearance for projects per the proposed funding agreement.

RECOMMENDATION:

Approve budget appropriation of \$250,000 from the Gas Tax Fund to increase the City's local project 10% matching contribution and Authorize the City Manager to Execute Future Amendment No. 3 to the Funding Agreement between the City and the Santa Clara Valley Transportation Authority (VTA) for the Calaveras Boulevard Near Term Improvement Project (CIP Project No. 4294 – SR 237 HOV Lane Improvements).

Attachment(s):

- a. Funding Agreement SR 237 Near Term improvement Project
- b. Amendment No. 1 to Funding Agreement – Increase in City's matching contribution
- c. Amendment No. 2 to Funding Agreement – Time Extension
- d. Budget Change Form

FUNDING AGREEMENT
BETWEEN THE CITY OF MILPITAS AND
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
FOR THE STATE ROUTE 237 NEAR TERM IMPROVEMENTS PROJECT

THIS AGREEMENT ("Agreement") dated November 5, 2019, for purposes of reference, is made and entered into by and between the CITY OF MILPITAS, a municipal corporation of the State of California ("CITY"), and SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, a public agency organized as a special district under California law ("VTA"). Hereinafter, CITY and VTA may be individually referred to as "Party" or collectively referred to as "Parties".

I. RECITALS

- A. Whereas, on June 24, 2016, the VTA Board of Directors adopted a resolution to place a ballot measure before the voters of Santa Clara County in November 2016 to authorize a one-half of one percent retail transaction and use tax ("**2016 MEASURE B**") for 30 years for nine transportation-related program categories; and
- B. Whereas, on November 8, 2016, the voters of Santa Clara County enacted 2016 MEASURE B for 30 years to pay for the nine transportation-related program categories; and
- C. Whereas, on October 5, 2017, the VTA Board of Directors established the 2016 Measure B Program ("PROGRAM") and adopted the 2016 Measure B Program Category Guidelines; and
- D. Whereas, the PROGRAM includes a "Highway Interchange" program category (HIGHWAY IC CATEGORY), which includes a list of eligible projects, that funds highway projects throughout the valley; and
- E. Whereas, CITY and VTA each recognize the need to improve traffic operations and improve circulation in the City of Milpitas in the County of Santa Clara by adding a high occupancy vehicle (HOV) bypass lane at the westbound SR 237/Calaveras Boulevard on ramp and by extending the westbound SR 237/McCarthy Boulevard HOV bypass lane across the McCarthy Boulevard/Calaveras Boulevard intersection limit line, hereinafter referred to as "PROJECT;" and
- F. Whereas, the PROJECT is eligible for HIGHWAY IC CATEGORY funds; and
- G. Whereas, the 2016 Measure B Program Category Guidelines for the HIGHWAY IC CATEGORY requires a minimum 10% non-2016 Measure B contribution for development of PROJECT.

H. Whereas, this Agreement is intended to delineate the duties, and funding responsibilities of the Parties for the PROJECT.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

II. AGREEMENT

1. **The PROJECT.** The Parties agree to construct the Project pursuant to the terms and conditions set forth herein.
2. **Cost of PROJECT.** The anticipated total cost of PROJECT is \$2,000,000 (Two million dollars).
3. **CITY's Financial Contribution for PROJECT.** CITY agrees to contribute to the PROJECT an amount not to exceed TWO-HUNDRED THOUSAND (\$200,000) dollars (hereinafter, "CITY's Contribution") towards the development of PROJECT.

Upon execution of the Agreement, VTA shall invoice CITY for the CITY's Contribution, and, upon receipt, will deposit the CITY's Contribution into an interest-bearing account. CITY shall pay to VTA the CITY's Contribution within thirty (30) calendar days after receipt of invoice.

CITY's Contribution and any interest earned will be considered toward the required minimum 10% non-2016 Measure B contribution for the listed cost of PROJECT as identified in the 2016 Measure B Program Category Guidelines for the HIGHWAY IC CATEGORY.

4. City's Role in PROJECT.

During the term of the PROJECT, CITY shall provide CITY staff oversight of, and participation in, the PROJECT, and necessary and appropriate coordination with all departments of the CITY. CITY will issue, if required, necessary encroachment permits for the PROJECT at no cost. The CITY shall provide timely reviews, comments, and approvals of PROJECT's documents submitted by VTA to CITY. CITY will attend any Project Development Team meetings. CITY costs to administer and participate in PROJECT as described in this Agreement will not be allowable costs against CITY's Contribution.

5. VTA's Role in PROJECT.

- a. Tasks. VTA shall perform and/or be responsible for the following tasks to complete the PROJECT:
 - i. Serve as project manager for PROJECT;
 - ii. Coordinate with the State of California as necessary to allow for its review and approval of PROJECT;

- iii. Obtain all necessary permits and rights of way for PROJECT; and
- iv. Conduct preliminary engineering, and planning activities for PROJECT.
- v. Complete Environmental Clearance and Permit Engineering Evaluation Report (PEER)
- vi. Complete Construction of the PROJECT

Costs and expenses to perform these tasks shall be considered allowable costs and expenses pursuant to this Agreement.

- b. Consultants. VTA may retain design consultants to perform any of the functions listed in Section 4(a). VTA's administrative costs to procure and manage consultant agreements as well as the actual costs of such consultants shall be allowable costs pursuant to this Agreement.
- c. Project Cost Updates. VTA shall actively monitor actual PROJECT expenditures to ensure that CITY's Contribution is used to pay for allowable PROJECT expenditures.

If an amount exceeding \$2,000,000 is required to complete PROJECT, VTA shall notify CITY in writing that additional funds are needed pursuant to Section II Article 7. VTA shall not perform any work beyond the amount of funds provided in Section II, Articles 2 and 3 until an amendment to this AGREEMENT is executed, adding funds to cover PROJECT completion.

- d. Other Project Management Duties VTA shall include CITY staff as an active participant within VTA's project management process, VTA will hold periodic meetings as agreed upon by the PROJECT team to assess the progress of PROJECT and address PROJECT issues as they arise.

6. Use of CITY's Contribution. VTA will use the CITY's Contribution and the interest earned thereon for allowable costs and expenses related to work on the PROJECT, as set forth in this Agreement. The use of the City's Contribution shall not exceed 10% of total allowable costs incurred to date. Any portion of the City Contribution not used shall be returned to the City upon termination of the PROJECT and/or this Agreement.

7. Additional Funds. The final PROJECT cost may ultimately exceed current cost estimates. Any additional eligible costs resulting from increased contract prices or change orders arising from unforeseen conditions shall be submitted to CITY for review and CITY's responsibility for such additional costs shall not exceed 10% of the total PROJECT cost.

8. Compliance with Governmental Requirements. VTA shall comply with all laws and regulations pertaining to the PROJECT.

9. Compliance with 2016 Measure B requirements. VTA and CITY will comply with all 2016 Measure B requirements as identified in the 2016 Measure B Program and Program Guidelines for the HIGHWAY IC CATEGORY.

10. Term of Agreement. This Agreement shall become effective upon full execution and shall remain in effect through the earlier of: (i) December 31, 2023, or (ii) completion of PROJECT. If the PROJECT is delayed beyond December 31, 2023, or cancelled completely, either Party may terminate this Agreement which can be accomplished by either Party giving written notice to the other Party of such termination.

11. Audit and Record Retention. CITY may audit the expenses incurred in the performance of this Agreement. VTA shall retain all records related to the PROJECT for three (3) years after the completion of PROJECT. During this period, VTA shall make these records available to the City for inspection within a reasonable time, upon City's written request. VTA will repay any portion of the City Contribution used for unallowable expenses as determined by the audit.

12. Parties' Representatives. The General Manager of VTA, or the General Manager's designee, is hereby made the representative of VTA for all purposes under this Agreement. The Director of the Public Works for CITY ("Director"), or the Director's designee, is hereby made the representative of CITY for all purposes under this Agreement.

13. Indemnification.

a. Neither VTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of CITY's negligence, recklessness, or willful misconduct under or in connection with any work, authority or jurisdiction associated with the PROJECT. In addition, CITY shall fully indemnify and hold VTA harmless from any liability imposed for injury (as defined by Government Code §810.8) occurring by reason of CITY's negligence, recklessness, or willful misconduct under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. This provision will survive the termination or expiration of this Agreement.

b. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of VTA's negligence, recklessness, or willful misconduct in the completion of any work associated with the PROJECT. In addition, VTA shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code §810.8) occurring by reason of VTA's negligence, recklessness, or willful misconduct in the completion of the work, undertaken by VTA pursuant to this Agreement. This provision will survive the termination or expiration of this Agreement.

14. No Waiver. The failure of either Party to insist upon the strict performance of any of the terms of this Agreement shall not be deemed a waiver of any right or remedy that either Party may have, and shall not be deemed a waiver of their right to require strict performance

of all of the terms thereafter.

- 15. Notice.** Any notice required to be given by either Party, or which either Party may wish to give, shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows:

To VTA: Santa Clara Valley Transportation Authority
Casey Emoto, Interim Chief Planning and Engineering Officer
3331 North First Street, Bldg. B
San Jose, CA 95134-1906
casey.emoto@vta.org

To CITY: City of Milpitas
Steve Erickson, City Engineer/Engineering Director
Department of Public Works
455 E. Calaveras Blvd.
Milpitas, CA 95035
serickson@ci.milpitas.ca.gov

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the United States mail.

- 16. Dispute Resolution.** If a question arises regarding interpretation of this Agreement or its 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 in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation or arbitration, may be pursued by mutual agreement. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.
- 17. Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter contained therein and supersedes all prior or contemporaneous agreements, representations and understandings of the Parties relative thereto.
- 18. Amendments.** No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by both of the Parties hereto, and no oral understanding or agreement not incorporated herein will be binding on any of the Parties hereto.
- 19. 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.

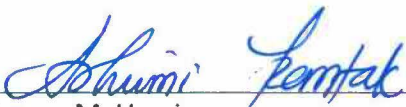
20. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions and provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

21. Governing Law. The laws of the State of California will govern this Agreement, as well as any dispute that might arise between VTA and CITY, without regard to conflict of law provisions.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove set forth.

"CITY"

City of Milpitas
a municipal corporation

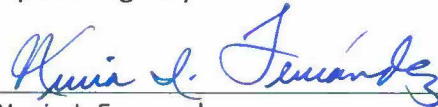


Steven McHarris
Interim City Manager

11/27/19
Date

"VTA"

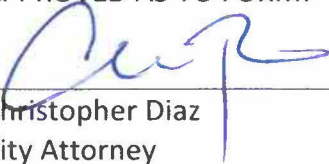
Santa Clara Valley Transportation
Authority
a public agency



Nuria I. Fernandez
General Manager/CEO

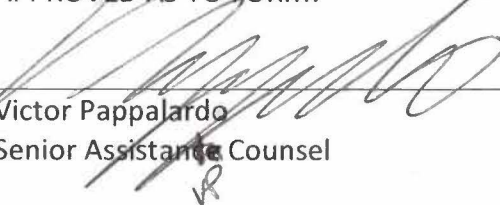
12/12/19
Date

APPROVED AS TO FORM:



Christopher Diaz
City Attorney

APPROVED AS TO FORM:



Victor Pappalardo
Senior Assistant Counsel



Walter C. Rossmann
Finance Director

**AMENDMENT No. 1 TO
FUNDING AGREEMENT
BETWEEN THE CITY OF MILPITAS AND
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
FOR THE STATE ROUTE 237 NEAR-TERM IMPROVEMENTS PROJECT**

This FUNDING AGREEMENT AMENDMENT No.1 ("**First Amendment**") dated 3/31/2022, 2024 for purposes of reference, is made and entered into by and between CITY OF MILPITAS, a municipal corporation of the State of California ("**CITY**") and SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, a public agency organized as a special district under California law ("**VTA**"). Hereinafter, CITY and VTA may be individually referred to as "PARTY" or collectively referred to as "Parties".

I. RECITALS

- A. On November 5, 2019, Parties entered into an agreement ("**FUNDING AGREEMENT**") setting forth their respective obligations in regard to the modifications to the State Route 237 Near-Term Improvements Project ("**PROJECT**").
- B. CITY contributed an amount of two hundred thousand (\$200,000) dollars to the PROJECT under the terms of the FUNDING AGREEMENT for the Environmental clearance, plans specifications and estimates (PS&E) and to complete construction of the PROJECT.
- C. The PROJECT Environmental clearance, PS&E are scheduled to be completed by March 2022.
- D. The Parties recognize the need for continuation of project developments into the construction phase. The Project anticipated encroachment permit process and a construction cost of one million (\$1,000,000) dollars. During the design phase of the project, existing non-standard design features were identified that triggered a design engineering evaluation report thus increasing cost of the project.
- E. The Parties wish to amend the FUNDING AGREEMENT to increase the CITY's contribution from two hundred thousand (\$200,000) dollars to three hundred thousand (\$300,000) dollars to continue project development into the Construction phase.

NOW, THEREFORE, the Parties agree to amend the FUNDING AGREEMENT as follows:

II. AMENDED AGREEMENT

1. SECTION II PARAGRAPH 3. CITY's Financial Contribution for PROJECT is hereby amended to increase CITY's contribution by one hundred thousand (\$100,000) dollars. The first sentence shall be restated as follows:

CITY agrees to contribute to the PROJECT an amount not to exceed THREE HUNDRED THOUSAND (\$300,000) dollars (hereinafter, "CITY's Contribution") towards the development of PROJECT.

2. SECTION II PARAGRAPH 15. Notice is hereby amended to update VTA's address and shall be restated as follows:

Any notice required to be given by either Party, or which either party may wish to give, shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows:

To VTA: Santa Clara Valley Transportation Authority
Director of Engineering & Program Delivery
3331 North First Street, Bldg. A
San Jose, CA 95134-1906
Casey.emoto@vta.org

To CITY: City of Milpitas
Steve Erickson, City Engineer/Engineer Director
Department of Public Works
455 E. Calaveras Blvd.
Milpitas, CA 95035
serickson@ci.milpitas.ca.gov

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the United States mail."

3. Unless specifically defined herein, the capitalized terms used in this First Amendment have the meanings as defined in the FUNDING AGREEMENT.
4. Except as herein modified, all other provisions of the FUNDING AGREEMENT, including any exhibits and subsequent amendments thereto, remain in full force and effect. All references to the FUNDING AGREEMENT in this First Amendment refer to the FUNDING AGREEMENT as amended (including this First Amendment) unless otherwise specifically set forth or otherwise indicated by context.
5. In the event of any conflict between the provisions of this First Amendment and the provisions of the FUNDING AGREEMENT, the provisions of this First Amendment will prevail. Whether or not specifically amended by this First Amendment, all of the terms and provisions of the FUNDING AGREEMENT are hereby amended to the extent necessary to give effect to the purpose and intent of this First Amendment.

**AMENDMENT No. 2 TO
FUNDING AGREEMENT
BETWEEN THE CITY OF MILPITAS AND
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
FOR THE STATE ROUTE 237 NEAR-TERM IMPROVEMENTS PROJECT**

This FUNDING AGREEMENT AMENDMENT No.2 ("**Second Amendment**") dated 12/15/2023, 2023 for purposes of reference, is made and entered into by and between CITY OF MILPITAS, a municipal corporation of the State of California ("**CITY**") and SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, a public agency organized as a special district under California law ("**VTA**"). Hereinafter, CITY and VTA may be individually referred to as "PART" or collectively referred to as "**Parties.**"

I. RECITALS

- A. On November 5, 2019, Parties entered into an agreement ("**FUNDING AGREEMENT**") setting forth their respective obligations in regard to the modifications to the State Route 237 Near-Term Improvements Project ("**PROJECT**").
- B. On March 31, 2023, Parties amendment the agreement by increasing the City contribution by one hundred thousand (\$100,000) toward the completion of PROJECT. The total contribution by the City is three hundred thousand (\$300,000).
- C. The PROJECT is scheduled to be completed by December 31, 2025.
- D. The Parties wish to amend the FUNDING AGREEMENT to extend the term from December 31, 2023 to December 31, 2024.

NOW, THEREFORE, the Parties agree to amend the FUNDING AGREEMENT as follows:

II. AMENDED AGREEMENT

- 1. SECTION II PARAGRAPH 10. Term of Agreement is hereby amended to extend the agreement to December 31, 2024. The first sentence shall be restated as follows:

This Agreement shall become effective December 12, 2019 and shall remain through the earlier of (i) December 31, 2024 or (ii) completion of Project.

SECTION II PARAGRAPH 15. Notice is hereby amended to update VTA's address

and shall be restated as follows:

Any notice required to be given by either Party, or which either party may wish to give, shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows:

To VTA: Santa Clara Valley Transportation Authority
Chief Engineering & Program Delivery Officer
3331 North First Street, Bldg. A
San Jose, CA 95134-1906

To CITY: City of Milpitas
Matt Cano, Deputy City Manager/
Acting City Engineer
455 E. Calaveras Blvd.
Milpitas, CA 95035
mcano@milpitasgov

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the United States mail.”

1. Any exhibits or attachments referenced in and/or attached to this Second Amendment are incorporated into the Contract by this reference.
2. The capitalized terms used in this Second Amendment have the meanings as defined in the Contract unless specifically defined in this Second Amendment.
3. Except as modified by this Second Amendment, all provisions of the Contract, including any exhibits and subsequent amendments to them, remain in full force and effect. All references to the Contract in this Second Amendment refer to the Contract as amended unless otherwise specifically set forth or otherwise indicated by context.
4. In the event of any conflict between the provisions of this Second Amendment and the provisions of the Contract, the provisions of this Second Amendment will prevail. Whether or not specifically amended by this Second Amendment, all of the terms and provisions of the Contract are deemed amended to the extent necessary to give effect to the purpose and intent of this Second Amendment.
5. If any provision of the Contract, as amended by this Second Amendment, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

6. This Second Amendment may be executed in one or more counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. For purposes of this Contract, an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by each of the Parties.

The Parties have caused their undersigned, duly authorized signatories to sign this Second Amendment on the dates set forth below.

CITY OF MILPITAS

Approved By:

DocuSigned by:
Matt Cano

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Ned Thomas, City Manager

Dec-15-2023

Effective Date

Approved As To Form:

DocuSigned by:

[Signature]

71850D37D7764FB...
Michael Mutalipassi, City Attorney

Approved As To Scope:

DocuSigned by:

[Signature]

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Lauren Lai, CPA, MPA
Finance Director / Risk Manager

Approved As To Content:

DocuSigned by:

Matt Cano

83DE801D4B11402...
Matt Cano, Deputy City
Manager/Acting City Engineer

"VTA"

Santa Clara Valley Transportation Authority
a public agency

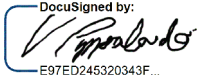
By:

DocuSigned by:
Carolyn M. Gonot

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Carolyn M. Gonot
General Manager/CEO

Date: 12/20/2023

APPROVED AS TO FORM:

By:  12/19/2023
E97ED245320343F...
Victor Pappalardo
Deputy General Counsel

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From (Credit)		To (Debit)	
	Account	Amount	Account	Amount
Check one:	221-2902	\$250,000	221-3939	\$250,000
☒ Budget Appropriation	311-951-4294-15-3832	\$250,000	311-951-4294-7-4800	\$250,000
☐ Budget Transfer				

Recommendation: Authorize the City Manager to Execute the Fee Reimbursement Agreement for Transit Area Specific Public Facilities and Public Improvements at the 355 Sango Court Project by Sango Court L.P.

BACKGROUND:

On December 5th, 2017, the City Council adopted Resolution No. 8729 declaring State Route 237/Calaveras Boulevard (SR237) improvements as the highest priority transportation projects for the City of Milpitas, and selected three preferred projects for the improvement of SR237. The following are the three preferred SR237 corridor projects ("Project"):

1. Construct HOV (carpool) only lane on westbound Calaveras Boulevard between I-880 southbound off-ramp and SR237 freeway on ramp.
2. Construct HOV (carpool) only lane on westbound Calaveras Boulevard across McCarthy Boulevard freeway overpass.
3. Complete a SR237 corridor study and identify other transit, pedestrian, bicycle, and roadway infrastructure and operational improvements within the City of Milpitas between I-880 and I-680.

The initial total project cost was estimated at \$2,000,000. On November 5, 2019, the City and VTA entered in a funding agreement (**Attachment 1**) to complete the Project, where VTA administers the design, environmental clearance, permitting, and construction of the Project with \$1,800,000 of 2016 Measure B Highway Program grant funding. Under the terms of the Agreement, the City contributes \$200,000 in funding to the Project, which is the Measure B required 10% local match.

In January 2022, During the Project design phase, VTA discovered that additional evaluation and engineering design services were required to address unanticipated non-standard roadway features which include an existing narrow shoulder width and inadequate metering signals. This resulted in increasing Project design and anticipated construction cost by approximately \$1,000,000 bringing the total estimated Project cost to \$3,000,000.

On December 2nd, 2021, the VTA Board of Directors approved a budget appropriation of \$900,000 from the 2016 Measure B funding into the Project. In addition, the City of Milpitas requirement to contribute a local project match increased by \$100,000.

Staff recommended the City Council approve and authorize the City Manager to execute Amendment No. 1 to Funding Agreement with VTA (**Attachment 2**) to increase the City's local project match by \$100,000, and the total City funding match not to exceed \$300,000. Funding for the additional City project local match funding will come from Project No. 4294, SR237 HOV Lane Improvements.

On December 15, 2023 the City and VTA executed Amendment No. 2 to the Funding Agreement (Attachment 3) to extend the term from December 31, 2023 to December 31, 2024. VTA is working on Amendment No. 3 to formalize the additional fund request of \$250,000 to increase the City's matching contribution to a total of \$550,000. The agreement

will be available to the City in February 2024. The Project is currently under the design phase, and construction is anticipated to begin in 2025.

ANALYSIS:

As construction costs have increased in the current economy, the estimated construction cost of the project has increased by an additional \$2.5 million for a total of now \$5,500,000. VTA has requested additional funds from Measure B to cover this increase which in turn increased the City's 10% matching contribution obligation by an additional \$250,000. This additional contribution brings up the total City contribution to \$550,000. VTA expects to receive bids for the project in March 2024. Once bids are received the final matching contribution from Milpitas will be determined, which may be less than \$250,000. If this is the case, the savings would remain with the City. Additionally, if the received bids are higher than estimated, the City and VTA would negotiate a potential additional City contribution that would be brought to the City Council for approval.

POLICY ALTERNATIVE(S):

Alternative 1:

Deny approval of budget appropriation for the City's local project 10% matching contribution.

Pros: None

Cons: Not approving the budget appropriation would cause the City to be noncompliant with the Funding Agreement whereby the City agreed to provide a 10% matching contribution

Reason for Not Recommending: Completion of SR237 corridor projects will provide traffic congestion relief to residents and businesses in Milpitas.

FISCAL IMPACT:

Appropriate \$250,000 to CIP Project No. 4294 SR237 HOV Lane Improvements. Funding source comes from the Gas Tax Fund. Currently, There are insufficient funds in Project No.4294 – SR237 HOV Lane Improvements for the \$250,000 increase in the 10% matching contribution. In order to provide sufficient funding, approval of a Budget Appropriation (Attachment No. 4) of \$250,000 from the Gas Tax Fund is required.

California Environmental Quality Act (CEQA):

As part of the design of the Project, environmental review is being conducted and VTA shall complete environment clearance for projects per the proposed funding agreement

RECOMMENDATION:

Approve budget appropriation of \$250,000 from the Gas Tax Fund to increase the City's local project 10% matching contribution and Authorize the City Manager to Execute Future Amendment No. 3 to the Funding Agreement between the City and the Santa Clara Valley Transportation Authority (VTA) for the Calaveras Boulevard Near Term Improvement Project (CIP Project No. 4294 – SR 237 HOV Lane Improvements).

Attachment(s):

1. Funding Agreement SR 237 Near Term improvement Project
2. Amendment No. 1 to Funding Agreement – Increase in City's matching contribution
3. Amendment No. 2 to Funding Agreement – Time Extension
4. Budget Change Form

☐ Check if City Council Approval required.

Meeting: January 23, 2024

Requested by:	Department Head: Matt Cano	Date: January 23, 2024
Reviewed by:	Finance Director: Lauren Lai	Date: January 23, 2024
Approved by:	City Manager: Ned Thomas	Date: January 23, 2024

Date approved by City Council, if required:	Confirmed by:
--	----------------------

FI/24786/V

Form 30-222 (Rev. 1/92)



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider One Fee Waiver from Christian Worship Center Bay Area and one Donation Request from My Roots are Rich (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	1/23/2024
Recommendation:	(1) Approve a Fee Waiver of \$1,500 for the Christian Worship Center's Annual Easter Egg Hunt Event scheduled for March 30, 2024. (2) Approve a Donation request of \$500 for My Roots are Rich for their Black History Month Flag Raising on Thursday, February 1, 2024.

BACKGROUND:

On January 9, 2024, staff received a Donation and Fee Waiver/Reduction Policy request from the Christian Worship Center Bay Area for their Annual Easter Egg Hunt event scheduled for March 30, 2024, at Gill Park. The request is for a \$1,500 fee waiver for the event space rental and special event permit costs.

On January 17, 2024, staff received a Donation and Fee Waiver/Reduction Policy request from My Roots are Rich for their Black History Month Flag Raising Ceremony at Cesar Chavez Plaza on February 1, 2024. The request is for a \$500 donation for costs associated with securing singers, guest speakers, and refreshments.

ANALYSIS:

The Recreation and Community Services Department received two (2) Donation and Fee Waiver/Reduction Policy request applications.

Donation

My Roots are Rich submitted their required application and documentation for their Black History Month Flag Raising Ceremony:

- City Council Donation and Fee Waiver/Reduction Policy request
- Non-profit status letter

Fee Waiver

The Christian Worship Center Bay Area submitted the required applications and documentation for the annual Easter Egg Hunt event which includes:

- Open Space Rental Application for Gill Park
- City Council Donation and Fee Waiver/Reduction Policy request
- Non-profit status letter

Christian Worship Center Bay Area is requesting that City Council waive eligible fees for the Open Space Rental and Special Event Permit fees in the amount of \$1,500. Fees ineligible for waiver include the rental application fee of \$31, any associated staff fees day of event, and refundable security/damage deposit of \$1,000. Refundable security/damage deposits are refunded within 30 days of the rental.

Milpitas City Council adopted an updated "City Council Donation and Fee Waiver/Reduction Policy" on June 21, 2022. Per the policy, eligible organizations can request City fees to be waived up to \$1,500 or a donation amount up to \$500 to be granted upon request. Eligible organizations are defined as "a non-profit organization as described by the Internal Revenue Section such as 501(c)(3) or an intergovernmental agency; Non-discriminatory, and non-political in nature." Fee Waiver or Donation requests for events must provide a

community benefit within the City of Milpitas proper. Applying organizations must provide proof of non-profit status from the federal Internal Revenue Service or the state Franchise Tax Board.

My Roots are Rich is requesting that the City Council donate \$500 to offset the costs associated with hosting the Flag Raising Ceremony.

Milpitas City Council adopted an updated "City Council Donation and Fee Waiver/Reduction Policy" on June 21, 2022. Per the policy, eligible organizations can request the City for a donation amount of up to \$500 to be granted upon request. Eligible organizations are defined as "a non-profit organization as described by the Internal Revenue Section such as 501(c)(3) or an intergovernmental agency; Non-discriminatory, and non-political in nature." Fee Waiver or Donation requests for events must provide a community benefit within the City of Milpitas proper. Applying organizations must provide proof of non-profit status from the federal Internal Revenue Service or the state Franchise Tax Board.

As required, the Christian Worship Center Bay Area and My Roots are Rich provided a copy of their respective determination letters from the Internal Revenue Service stating they are a tax-exempt organization. Both applicants meet the requirements as outlined in the Council-adopted Donation and Fee Waiver/Reduction Policy.

POLICY ALTERNATIVE(S):

Alternative: Do not approve the donation application as requested.

Pros: The City's General Fund will not incur the costs of the fees waived.

Con: Denial of the request may not allow the non-profit organizations to hold their events.

Reason not recommended: This request is consistent with the Council-approved Policy.

FISCAL IMPACT:

\$25,000 was approved and included in the FY 2023-24 City budget for the City Council's Unallocated Community Promotions with a current balance of \$20,855. If the City Council approves this request, then \$18,855 would remain for the current year's budget.

RECOMMENDATION:

- 1) Approve a Fee Waiver of \$1,500 for the Christian Worship Center Bay Area's Annual Easter Egg Hunt scheduled for March 20, 2024; and
- 2) Approve a Donation request of \$500 for My Roots are Rich Black History Month Flag Raising Ceremony on Thursday, February 1, 2024.

Attachment(s):

- a) Christian Worship Center Bay Area Application
- b) Christian Worship Center Bay Area Internal Revenue Service (IRS) non-profit letter
- c) My Roots are Rich Application
- d) My Roots are Rich Internal Revenue Service (IRS) non-profit letter
- e) City Council Donation and Fee Waiver/Reduction Policy

#19

Name of Organization	Christian Worship Center Bay Area
Is there a Milpitas Branch or Affiliation?	- Yes
Organization Address (as listed on your 501 (c) 3)	241 S Main St Milpitas, CA 95035 United States
Organization Web Site	https://www.cwcbayarea.com/
Organization Contact Name	Steven Hinojosa
Organization Contact Phone	(408) 263-0406
Organization Contact Email	psteven@cwcsj.org
Request Type	- Fee Waiver (up to \$1,500)
Requested Amount (request types cannot be combined or exceed maximum listed amounts)	1500
Description of Use of Funds/Fees to be Waived	Funds will be used to pay vendors, purchase easter eggs as well as cover any remaining fees we may acquire due to the size of the event.
Event Name	Community Easter Egg Hunt
Event Date(s)	Mar 30, 2024
Event Location (Facility Name and Address)	Paseo Reugio, Milpitas, CA 95035
Is your Event Open to the Public	Yes
What is the purpose of the Event? The purpose of our Egg Hunt is to celebrate Easter, by giving families opportunities to get together out in the community.	
How will the Milpitas Community Benefit from this Event? Our community Easter egg hunt creates an opportunity to bring the community together and give the families a way of spending a fun day at a local park!	
What is you anticipated Event attendance?	500
What percentage of your event fundraising proceeds will benefit the Milpitas Community?	None, this is not a fundraiser
How will the City's contribution (if approved) be recognized in event media and publicity? Social Media is the primary method of recognition.	
Upload your Entity Status Letter (Entity Name listed on this application must match the Entity Status Letter Name)	

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

DATE **DEC 02 2006**
CHRISTIAN WORSHIP CENTER OF SAN
JOSE INC
C/O H DOUGLAS DUNCAN
PO BOX 2388
LODI, CA 95241-0000

Employer Identification Number:
34-2060285
DIN:
17053293009036
Contact Person:
JOHN J ROBERTS ID# 31364
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(i)
Form 990 Required:
No
Effective Date of Exemption:
January 4, 2006
Contribution Deductibility:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

If you distribute funds to individuals, you should keep case histories showing the recipient's name and address; the purpose of the award; the manner of selection; and the relationship of the recipient to any of your officers, directors, trustees, members, or major contributors.

Letter 947 (DO/CG)

[501C3 copy.jpeg](#)

Within 60 days after completion of the event for which a donation was received or a fee waiver was granted by the City of Milpitas, your organization will provide a report to the Director of Recreation and Community Services to include at minimum: number of participants, copies of all publicity of the event, any benefit to the community, amount of funds raised and an accounting of how the proceeds of the event will be dispersed.

Failure to abide by the rules and procedures set forth in the City Council Donation/Fee Waiver Policy will result in the organization being denied for funding and/or fee waiver in the future. Draw your signature into the box below.

Steven Hinajosa

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date **DEC 02 2006**

CHRISTIAN WORSHIP CENTER OF SAN
JOSE INC
C/O H DOUGLAS DUNCAN
PO BOX 2388
LODI, CA 95241-0000

Employer Identification Number:

[REDACTED]
DLN:
17053293009036
Contact Person:
JOHN J ROESTER ID# 31364
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(i)
Form 990 Required:
No
Effective Date of Exemption:
January 4, 2006
Contribution Deductibility:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

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If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

If you distribute funds to individuals, you should keep case histories showing the recipient's name and address; the purpose of the award; the manner of selection; and the relationship of the recipient to any of your officers, directors, trustees, members, or major contributors.

Letter 947 (DO/CG)

#20

Name of Organization	My Roots Are Rich
Is there a Milpitas Branch or Affiliation?	- Yes
Organization Address (as listed on your 501 (c) 3)	249 Pescadero Ct Milpitas, Ca 95035 United States
Organization Web Site	http://www.myrootsarerich.org
Organization Contact Name	Colette Choates
Organization Contact Phone	(408) 806-9366
Organization Contact Email	Info@myrootsarerich.org
Request Type	- Donation (up to \$500)
Requested Amount (request types cannot be combined or exceed maximum listed amounts)	500
Description of Use of Funds/Fees to be Waived	Singers speakers food
Event Name	Black History Flag Raising Ceremony
Event Date(s)	Feb 01, 2024
Event Location (Facility Name and Address)	Milpitas Community Center
Is your Event Open to the Public	Yes

What is the purpose of the Event?

It will be a short one hour ceremony. We will recognize some of the founding black families of Milpitas. Hear some of the Milpitas black history and have light refreshments. This is our first year and our goal is to host this annually. Your support will ensure that dream of mine becomes reality

How will the Milpitas Community Benefit from this Event?

The Community will come together to help support the start of black history month through the celebration of the flag raising, African Dancing, the black national anthem and gospel spirituals. This fellowship will uplift the black community and engage other cultures in our rich heritage.

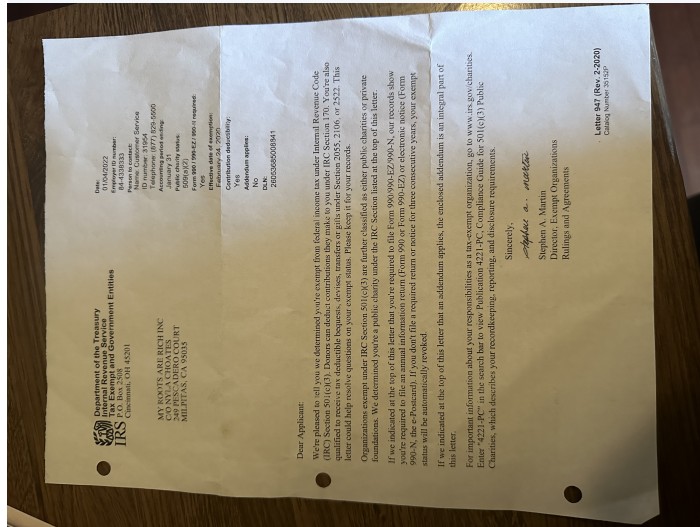
What is you anticipated Event attendance? 100

What percentage of your event fundraising proceeds will benefit the Milpitas Community? None, this is not a fundraiser

How will the City's contribution (if approved) be recognized in event media and publicity?

We will acknowledge that the city of Milpitas was a financial supporter of our event.

Upload your Entity Status Letter (Entity Name listed on this application must match the Entity Status Letter Name)



[IMG_8414.jpeg](#)

Within 60 days after completion of the event for which a donation was received or a fee waiver was granted by the City of Milpitas, your organization will provide a report to the Director of Recreation and Community Services to include at minimum: number of participants, copies of all publicity of the event, any benefit to the community, amount of funds raised and an accounting of how the proceeds of the event will be dispersed.

Failure to abide by the rules and procedures set forth in the City Council Donation/Fee Waiver Policy will result in the organization being denied for funding and/or fee waiver in the future. Draw your signature into the box below.



Entity Status Letter

Date: 1/17/2024

ESL ID: 7753708535

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 4570570

Entity Name: MY ROOTS ARE RICH INC.

- ☒ 1. The entity is in good standing with the Franchise Tax Board.
- ☐ 2. The entity is **not** in good standing with the Franchise Tax Board.
- ☒ 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 d.
- ☐ 4. We do not have current information about the entity.
- ☐ 5. The entity was administratively dissolved/cancelled on _____ through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: **ftb.ca.gov**
Phone: 800-852-5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916-845-6500 from outside the United States

California

Relay Service: 711 or 800-735-2929 (For persons with hearing or speech impairments)



CITY OF MILPITAS

Revision	Date
Original	04/16/2013
	6/21/2022

CITY COUNCIL POLICY

Policy No: Click or tap here to enter text.	DONATION AND FEE WAIVER/ REDUCTION POLICY	Effective Date: 6/21/2022
Revision No: 1	Policy Administrator: Recreation and Community Services	Next Review Due: As needed
Related Policies and Procedures: Click or tap here to enter text.	Approved by: Click or tap here to enter text. Council meeting date, agenda item #, and vote	Date Approved: 6/21/2022

1. PURPOSE

- 1.1. The City recognizes the value of partnership with other agencies and organizations in providing services that benefit the community and its residents.
- 1.2. The City may provide a donation or grant a reduction and/or waiver of fees to intergovernmental agencies or non-profit organizations that provide Milpitas community benefit.

2. POLICY

- 2.1. The City shall have the sole authority and the City Council shall have the final authority to approve Donations and Fee Waiver/Reduction requests.
- 2.2. The City Council shall evaluate donation and fee waiver/reduction requests at a scheduled City Council meeting.
- 2.3. Any requests for donation or fee waiver/reduction must be submitted in writing using the provided application form by the Recreation and Community Services Department.
- 2.4. In order for an organization to be eligible for a donation or fee waiver / reduction, the following criteria have to be met:
 - 2.4.1. The applying organization must be:
 - 2.4.1.1 A non-profit organization as described by the Internal Revenue Section such as 501(c)(3) or an intergovernmental agency;
 - 2.4.1.2 Non-discriminatory, and non-political in nature;
 - 2.4.2. Events must provide a community benefit within the City of Milpitas proper.
- 2.5. If the event requested for fee waiver is a fundraiser, the organization must demonstrate that at least 60% of fund raised will be of general benefit to the Milpitas community.
- 2.6. If the request for donation or fee waiver/reduction is for a community event, the event must be advertised, open to the public and no entrance fee shall be charged for the event.
- 2.7. Fee waivers/reductions only apply to services provided by the City during its regular course of business. Such fees may include rental fees for the City's facilities or equipment, building permit fees or fire permit fees. Any deposits and/or City staff overtime costs required due to the event cannot be waived.
- 2.8. The City Council may grant donation or fee waiver/reduction to each organization once annually, regardless of how many branches or affiliations it may have.



CITY OF MILPITAS

Revision	Date
Original	04/21/2006
	6/21/2022

CITY COUNCIL DONATION AND FEE WAIVER/REDUCTION POLICY / POLICY

- 2.9. The fee waiver/reduction amount is subject to \$1,500 maximum per fiscal year and the donation amount is subject to \$500 maximum annually for each organization. A fee waiver/reduction request cannot be combined with a donation request.
- 2.10. To the extent possible, the City's contribution should be recognized in the event fliers and/or advertising with the following statement, "This event made possible, in part, by the City of Milpitas."
- 2.11. Within 60 days after completion of the event in which a donation was received or a fee waiver/reduction was granted by the City, the organization will provide a written report to the Director of Recreation and Community Services to include at minimum: number of participants, copies of all publicity of the event, any benefit to the community, amount of funds raised and an accounting of how the proceeds of the event will be dispersed.
- 2.12. Failure to abide by the rules and procedures as set forth in this document will result in the organization being denied for funding and/or fee waiver/reduction in the future.

3. PROCEDURE

- 3.1. The Recreation and Community Services Department shall maintain an application for Donation and Fee Waiver/Reduction Requests.
- 3.2. Upon receipt of an application, the Recreation and Community Services Department shall determine eligibility for a Donation and/or Fee Waiver/Reduction consistent with this Policy and inform the applicant of its determination in writing.
- 3.3. If eligibility is determined, the Director of Recreation and Community Services shall bring requests for donation or fee waiver/reductions to Council for approval at any regular or special meeting.
- 3.4. If ineligibility is determined, the applicant can appeal the Director of Recreation and Community Services' determination to the City Manager. A request for appeal must be made, in writing, and delivered to the City Manager's Office within seven (7) days of the applicant's receipt of the determination of ineligibility. The request for appeal must state, in writing, the basis for the appeal and must contain all written documentation supporting each basis for appeal. The City Manager shall issue a decision, in writing, without hearing based on the documents presented.
- 3.5. Donation and Fee Waiver Budget
 - 3.5.1. With each budget cycle, the City Council will establish an annual budget amount for donations or fee waivers/ reductions for unspecified community events. Except for extraordinary circumstances, donations and or fee waivers/reductions will not be granted once the budgeted amount has been allocated.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize Additional Community Engagement Regarding a Potential November 2024 Ballot Measure (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)
Category:	Leadership and Support Services
Meeting Date:	1/23/2024
Recommendation:	Authorize staff to continue to perform a voter survey in Spring 2024 with a focus on potential re-authorization of Measure F, the quarter-cent local sales tax, as part of the November 2024 General Election ballot and return to City Council for a final decision by June 2024.

BACKGROUND:

On November 7, 2023 the City Council provided direction for staff to conduct an outreach survey for a potential General Obligation Bond Measure and additional questions surrounding other potential revenue opportunities. Additionally, to achieve cost savings and avoid “survey fatigue” with our residents, this revenue measure survey was combined with the City’s annual Community Survey, which gathers feedback on resident satisfaction with City services and quality of life. The survey was completed in December 2023. The City’s survey consultant, Fairbank, Maslin, Maulin, Metz and Associates (FM3), will provide the Mayor and City Council with a presentation on the findings of this survey as part of this City Council agenda item.

ANALYSIS:

During December 2023, FM3 conducted a survey that focused on a potential General Obligation Bond to fund the replacement/renovation of the City’s aging Police/IT/Public Works Building and Fire Station No. 3. The dual-mode surveys were conducted via telephone and online with four languages offered for telephone interviews (English, Chinese, Spanish and Vietnamese) FM3 was able to interview 605 potential voters. The following sections of this analysis summarize the results of the survey related to community satisfaction, a potential General Obligation Bond Measure, and the potential extension of Measure F, the quarter-cent sales tax measure.

Community Satisfaction and Quality of Life

The survey results indicated that 46% of voters feel that the City of Milpitas is generally headed in the “right direction”, and four out of five respondents (78%) were satisfied overall with the quality of life in the City. The results also indicated that 55% of voters approve of the job currently being done by City Government. This is showing a downward trend from 2020 (68%) and 2019 (69%). The most significant concern of voters was the increase in cost of living, followed by homelessness and traffic.

Potential General Obligation Bond Measure

To fully fund a project that includes replacing the Police/IT/Public Works Building, replacing Fire Station No. 3 and invest approximately \$5 million in minor park enhancements and/or a one-time upgrade of the street Pavement Condition Index (PCI), the City will need an estimated \$208 to \$220 million in long term funds. The State of California Constitution provides that cities may issue general obligation bonds for acquisition and improvement of real property if authorized by two-thirds of its voters. The November 2024 State ballot will include a measure, Assembly Constitutional Amendment (ACA) 1, Local Government Financing: Affordable Housing and Public Infrastructure, that could lower this threshold to 55% in future elections.

Since only 46% of respondents indicated that they would likely support a General Obligation Bond Measure for public safety infrastructure, it is highly uncertain as to whether this measure would meet the required 2/3 threshold in November 2024. The survey results do indicate that voters in Milpitas value public safety and

understand the City needs additional funding. However, less than a majority of voters are in favor of providing funding to replace the aging Police/IT/Public Works Building, Fire Station No. 3, and various improvements to public parks. Given the low level of support reflected in the survey, the City should defer a potential bond measure for these items until future years.

Potential Extension of Measure F

On August 4, 2020, the Mayor and City Council adopted a resolution calling for the placement of a General Tax Measure on the ballot for the November 3, 2020 General Municipal Election. This Measure, Measure F, was approved by the voters of Milpitas in November 2020 and it consists of an eight-year quarter-cent sales tax increment that generates approximately \$7.0 million annually to fund essential City services. The Measure sunsets in 2029 and must be re-approved by a Citywide ballot measure for it to continue.

The language adopted by the voters was as follows:

City of Milpitas Public Services Measure. *To provide funding to maintain the City's finances and services, including: police and fire protection, 9-1-1 emergency response and natural disaster preparation; youth, senior, and recreation services; repairing park equipment and maintaining parks and recreation centers; and attracting and retaining local businesses; shall the measure, establishing a 1/4C sales tax, providing approximately \$6,500,000 annually for 8 years, requiring independent audits, citizens' oversight committee, all funds spent locally, be adopted?*

With the Measure F increase included, the current sales tax in Milpitas is 9.35%. Several neighboring cities in the South Bay and East Bay also have an overall sales tax percentage of 9.25% or higher. The Cities of San Jose and Campbell have a sales tax rate of 9.375% and every city in Alameda County has a sales tax between 10.25% and 10.75% with neighboring Fremont at 10.25%.

On June 6, 2023, the City Council adopted the 2023-2024 Budget and Financial Plan (Plan). The table below shows the Fiscal Year 2024-2034 Ten-Year General Fund Financial Forecast as presented with Plan adoption. Over the ten years of the Forecast, based on information available in March 2023, staff projected annual surplus and deficits between \$1.4 million and -\$21.0 million. This is exacerbated with the sunset of Measure F effective April 1, 2029. To prevent service reductions, the City continues to focus on economic development, cost management and service delivery streamlining and innovations.

		Forecast								
	FY 23-24 Adopted	FY 24- 25	FY 25- 26	FY 26- 27	FY 27- 28	FY 28- 29	FY 29- 30	FY 30- 31	FY 31- 32	FY 32- 33
Revenue & Other Sources	\$129.5	\$132.6	\$138.9	\$143.4	\$148.1	\$151.2	\$150.3	\$155.4	\$158.0	\$164.0
Expenditures	(129.5)	(132.6)	(137.5)	(143.4)	(149.3)	(157.1)	(163.6)	(170.5)	(176.4)	(184.0)
Annual Surplus/(Deficit)	\$0.0	\$0.0	\$1.4	\$0.0	(\$1.2)	(\$5.9)	(\$13.3)	(\$15.1)	(\$18.3)	(\$21.0)

Considerations

The sales tax measure does not expire until 2029. Given this, the City could wait to bring the extension of Measure F to voters in a future year. However, there are several reasons why the City should strongly consider bringing this measure forward in 2024:

- 1) **Presidential election year:** Since 2024 is a Presidential election year, the City can expect a large turnout at the polls. This would place the decision to extend Measure F in the hands of the voters and ensure that the largest possible contingent of Milpitas voters will be able to decide on this Measure;
- 2) **Other City measures:** While the City can supplement needs for public safety and stormwater infrastructure with grants, it would be extremely rare for a grant to become available that would fully fund a facility such as a new Police Station. Therefore, at some point in the future, the City will need to ask the voters to provide additional funding for public safety, stormwater management or other infrastructure. When this occurs, it would be ideal for the City to have the sales tax extension already completed so the voters of Milpitas are not asked to weigh one measure against the other on the same ballot;

- 3) **Other jurisdictions** ([Bill Text - SB-335 Transactions and use taxes: County of Santa Clara. \(ca.gov\)](#)): Existing State law authorizes cities and counties to levy a transaction and use tax for general or specific purposes, in accordance with the procedures, limitations and requirements set forth in the Transactions and Use Tax Law. This includes a requirement that limits the combined rate of all taxes that may be imposed in accordance with that law in the county to no more than 2%. In October 2023, Governor Gavin Newsom signed Senate Bill 335 (Cortese) that authorizes the County of Santa Clara to request voter approval for an additional 0.625% sales tax, above any beyond this 2% cap. The County has until the end of 2028 to place this measure on the ballot. At this time, staff is not certain when the County will consider this potential measure, but staff has heard from the County that they are not likely to proceed with a ballot measure in 2024. If the City waits to place the extension of Measure F on the ballot following the County, residents may be more hesitant to approve the extension if the County has already increased sales tax by up to an additional 0.625%.

Next Steps

If the City Council supports the staff recommendation, staff will perform an additional community outreach survey focused on the potential extension of Measure F in the Spring and return to the City Council in May 2024. At that time City Council will have the opportunity to review the survey results and facilitate a discussion regarding formally placing the extension of Measure F on the November 2024 General Election ballot. Specific ballot measure language would then be brought forward for Council approval in June 2024. The final day to submit resolutions to the County of Santa Clara for inclusion on the November 2024 ballot is August 9, 2024. However, the City Council does not have a regularly scheduled meeting planned for the first week in August due to the annual conflict with National Night Out, so the target date for a final decision regarding whether or not to place a revenue measure on the November 2024 ballot would be June 2024. As part of the Spring 2024 community outreach survey, staff would work with the survey consultant to determine whether voters would be supportive of removing the sunset language from the measure. Additionally, staff will continue discussions with the Mayor and City Council regarding the most appropriate timing for future revenue measures for stormwater facilities, business tax modernization and a General Obligation bond measure. Based on preliminary conversations with our consultant team, a stormwater revenue measure would likely be best suited to be held during a non-presidential election cycle year.

POLICY ALTERNATIVE(S):

As an alternative to this recommendation, the Mayor and City Council could decline to perform further community outreach to determine voter preferences for a potential revenue related ballot measure in 2024 and wait until a future year.

FISCAL IMPACT

The estimated fiscal impact of this recommendation is approximately \$40,000 for the next tracking survey of the community which would occur in Spring 2024. If the Mayor and City Council approve the placement of Measure F on the ballot at the June meeting, it is anticipated that an additional \$70,000 to \$80,000 would be required at that time for community education and outreach surrounding the Measure.

CALIFORNIA ENVIRONMENTAL QUALITY (CEQA):

The action is a fiscal activity of the City government or an action to create a City government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378.

RECOMMENDATION:

Authorize staff to continue to perform a community survey in Spring 2024 for a potential re-authorization of Measure F, the quarter-cent sales tax, as part of the November 2024 General Election ballot and return to City Council for a final decision by June 2024.

Attachment(s):

None



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve Changes to the City Council Procedures and Protocols Handbook (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012; Michael Mutalipassi, City Attorney, 408-586-3041)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	1/23/2024
	<u>Recommendation:</u> Approve changes to the City Council Procedures and Protocols Handbook.

Background:

On January 11, 2022, the City Council approved the City of Milpitas City Council Procedures and Protocols Handbook 2021 (the "Handbook"). The 2021 City Council Handbook was a substantial overhaul of the previous 2004 City Council Handbook, which at the time, had not been amended since 2007. The process to overhaul the handbook took substantial time, effort, and the formation of an Ad Hoc Council Handbook Subcommittee. This work spanned from 2018 to the Handbook's adoption in 2022. The Handbook is designed to be brought to Council for updates, as needed, due to changes in the law or if the City Council desires to change its procedures or protocols.

Changes to the Handbook were approved by the City Council at meetings on February 7, February 21, and June 20, 2023, with direction to return to City Council with a more substantive discussion in Fall 2023.

At a Special Meeting conducted on August 29, 2023, the City Council reviewed the Handbook and provided input on recommended additions and updates as discussed further in the analysis section of this report.

Analysis:

Recommended changes for a majority of the items discussed on August 29, 2023 are included as part of this agenda report. Four items (city council salary, city council interns, censure policy and travel policy) require further staff analysis so will be brought forward for City Council consideration later in 2024. For each of the below items, there is a "primary recommendation" included. A red-lined draft of these primary recommended changes to the Handbook is attached. The proposed edits are shown in red. A summary of City Council feedback from the August 29, 2023 meeting along with recommended edits, if any, to the handbook are summarized below.

The following items are included as recommended changes in this agenda report:

1. Chapter II: Duties of the City Council - Duties of the Vice Mayor

Currently, the Handbook (Chapter 2, Section C) indicates that "The Vice Mayor is selected from those on the Council during the first meeting at which the Mayor and returning or incoming Councilmembers commence their terms. Nomination is done through a motion and appointment is based on a majority vote."

August 29, 2023 City Council Discussion Summary:

Mayor Montano proposed that a change to the Handbook be made to clarify that the Mayor has the discretion of choosing the Vice Mayor every year.

Vice Mayor Chua indicated that even if the Mayor is able to recommend the appointment, that the appointment or removal of the Vice Mayor would still be need to be approved by the entire City Council.

Mayor Montano amended her proposal to indicate that the Mayor should have the option every year to either recommend the same person or a new person with the approval of a majority of the City Council.

Councilmember Phan indicated that the Vice Mayor position should be decided by the Mayor and City Council and a commitment should be made to this appointment for a full two year term.

The City Council did not hold a vote for consensus on this item.

Primary recommendation:

Currently, the handbook recommends a two-year term for the Vice Mayor, since the Mayor and returning or incoming Councilmembers commence their terms every two years, though this recommendation can and has been amended by motion of the Council. As there did not appear to be full consensus on the term limit item, staff is not recommending to make any changes to the current language.

Potential alternative recommendation(s):

Following are potential alternative recommendations for City Council's consideration:

- 1) Clarify in the language that the term limit recommended in the initial nomination should be for one year;
- 2) Add language to be more explicit that the term limit recommended in the initial nomination should be for two years.

2. Chapter II: Duties of the City Council – Photographs of Past Councilmembers

Currently, there are photographs of most former Mayors and City Councilmembers on the wall in the City Council Chambers. However, there is no city policy, nor mention in the Handbook, of the process for placing these photographs. Additionally, some former City Councilmember photographs are missing from the wall.

August 29, 2023 City Council Discussion Summary:

Mayor Montano indicated that there are inconsistencies in regards to which former City Councilmembers currently have their photos posted on the wall in the City Council Chambers. Mayor Montano also indicated that there should be a defined period of time after service as to when photos are placed in Chambers.

Councilmember Lien indicated that all prior Councilmember's photos should be placed on the wall regardless of how long they served.

Vice Mayor Chua indicated that staff should make a recommendation regarding the length of time after service after which the photograph should be placed on the wall.

Mayor Montano asked staff to return to Council with the recommended time frame after service upon which photos would be placed and indicated that she recommends seven years.

The City Council did not hold a vote for consensus on this item.

Primary Recommendation:

Although there was no consensus voted on regarding this item, the only time limit suggestion that was made at the City Council meeting was a seven (7) year waiting period prior to a photograph being placed on the wall in City Council Chambers, thus the recommendation is for a seven-year waiting period.

Chapter 2, Section H of the Handbook has been added to detail the procedure that governs adding photos of past Councilmembers to the wall in the City Council Chamber.

Potential alternative recommendation(s):

Following are potential alternative recommendations for City Council's consideration:

- 1) ***Three year waiting period:*** Municipal Code Title 1, Chapter 400, Section 1 indicates the following "Once a person reaches the combined consecutive elective term limit provided in subsection (A), the former Councilmember or Mayor may not again be elected or appointed to serve on the City Council or as Mayor until the expiration of two years following the end of the officer's elective service". To mitigate the possibility of having photos on the wall of former City Councilmembers who are waiting out the two-year term and planning on immediately running again, a three-year waiting period could be included in the Handbook.
- 2) ***No waiting period:*** As an alternative, the Handbook could indicate that no waiting period is required, and photos will be installed as soon as reasonably practicable after the Mayor or City Councilmember's term ends.

3. Chapter III: Mayor and Councilmember Conduct

The Handbook (Chapter III, Section A) currently requires that the Mayor and Councilmembers "refrain from using electronic devices while on the Council dais."

August 29, 2023 City Council Discussion Summary:

Mayor Montano requested that language be added to the Handbook to ensure that cellphones and laptops should be put away and not used during closed session for security purposes.

Councilmember Barbadillo indicated that there are already laws governing this issue and putting additional rules in place may not be necessary. He indicated that the City Council may want to focus instead on continued education on the existing code of conduct.

Councilmember Phan indicated that he does not support adding language on electronic devices related to closed session meetings and he agrees with Councilmember Barbadillo.

Vice Mayor Chua indicated that having a policy on this would not deter someone who really wants to leak something and that she supports Councilmember Barbadillo and Phan's positions on this item.

The City Council did not hold a vote for consensus on this item.

Primary recommendation:

Since three members of the City Council indicated potential opposition to this additional requirement, the primary recommendation is to not make any changes related to this item. Therefore, no edits are shown regarding this in the attached Handbook.

Potential alternative recommendation(s):

Following is a potential alternative recommendation for City Council's consideration:

The Code of Conduct (Chapter III, Section A) in the Handbook could be edited to add the following sentence: "All electronic devices should either be turned off or stored away during Closed Session meetings."

4. Chapter IV: Meetings

Currently the reference to the City Council meeting start time in Chapter IV, Section D1 of the handbook is duplicative of language in the Milpitas Municipal Code. Additionally, Section D4 regarding closed session meetings does not reference the Code of Conduct.

August 29, 2023 City Council Discussion Summary:

There was no discussion on this item.

Primary recommendation:

- 1) Chapter IV, Section D (1) of the attached Handbook is updated to remove reference to meeting start times to remove duplication between the Handbook and the Milpitas Municipal Code.
- 2) Chapter IV, Section D (4) of the attached Handbook is updated to reflect that the Code of Conduct applies to Closed Session.

Potential alternative recommendation(s):

There are no potential alternative recommendations.

5. Chapter IV, Section F(2): Dais Seating:

Chapter IV, Section F(2) of the Handbook specifies the seating arrangements on the City Council dais.

August 29, 2023 City Council Discussion Summary:

Vice Mayor Chua indicated that the City Council is not currently following the handbook and this needs to be made clearer so there is no ambiguity. The Vice Mayor indicated that the words “equivalent time of service” needs to be based on years of continuous service as an elected official.

Mayor Montano requested that the revised language clarify how previously served terms should be factored into the seating arrangement.

Councilmember Phan indicated that the standards that have been previously set should be followed.

Vice Mayor Chua indicated that Councilmembers should be given priority to choose their seat based on the seniority process.

Councilmember Lien indicated that the handbook should be followed regarding the seating arrangements.

The City Council did not hold a vote for consensus on this item.

Primary recommendation:

The primary recommendation is to leave the language regarding seating mostly “as-is”, with the exception that, after the Mayor and Vice Mayor are seated, the seniority process is utilized to allow the remaining councilmembers to choose their seats, as opposed to having the seniority process dictate exactly where each councilmember will sit. Additionally, a clarification has been added that prior years of service on City Council do not count unless those years have been continuous. These recommended changes are shown in Chapter IV, Section F2 of the attached Handbook.

Potential alternative recommendation(s):

As an alternative, the Mayor and City Council could make no changes to the current seating guidelines in the Handbook.

6. Chapter IV, Section G: Voting Order; Rules of Procedure; Roberts Rules of Order

Chapter IV, Section G of the Handbook outlines the procedural rules for voting at City Council meetings.

August 29, 2023 City Council Discussion Summary:

Councilmember Barbadillo asked why he always votes first. City Attorney Mutalipassi indicated that since the City Council handbook does not specify voting order, the City follows Robert's Rules of Order which is alphabetical. If City Council has a different policy in the Handbook then a different process could be followed.

Vice Mayor Chua asked if there could be a rotating/random process for who votes first on each item. City Attorney Mutalipassi indicated that Robert's Rules of Order allows Councilmembers to pass on a vote.

Councilmember Barbadillo indicated that if changes to this process causes too much trouble then it is not a critical issue for him.

The City Council did not hold a vote for consensus on this item.

Primary recommendation:

The primary recommendation is to make no changes to this item. The City's new agenda management software – Civic Clerk – allows for electronic voting. Once the City implements electronic voting then all votes will be simultaneous. Staff anticipates implementing electronic voting by Fall 2024 along with the roll out of the new audiovisual system in the City Council chambers.

Alternative recommendation:

Following are potential alternative recommendations for City Council's consideration:

- 1) Voting could be called and recorded by the Clerk on a rotating basis until the electronic voting system is in place. Voting order could rotate per item or per City Council meeting. This would be challenging from a tracking standpoint. The Council would have to specify whether it wanted the presiding member to be a part of the rotation or to continue to vote last.
- 2) Voting could be called and recorded according to the seating order on the dais, starting with the member on the farthest seat and continuing to the presiding officer in the center.

7. Chapter VI, Sections A & B: City Council Actions – Proclamations and Commendations

August 29, 2023 City Council Discussion Summary:

The Vice Mayor indicated that proclamations are the Mayor's responsibility. Regarding commendations, the Vice Mayor asked for the handbook to address a potential scenario when the Mayor refuses to sign a commendation. Staff indicated that if this event occurs, a councilmember can request that the City Council adopt a resolution bringing the recommendation for a commendation to the City Council for consideration. The Vice Mayor asked that this language be brought back to council.

Councilmember Phan stressed that each councilmember should have the ability to provide commendations directly from the Councilmember and not have the Mayor's signature on it.

The City Council did not hold a vote for consensus on this item.

Primary recommendation:

Currently, the language in Chapter VI, Section B, on commendations is vague. It indicates that "commendations are acknowledgements of the activities of a person or organization, issued by the Mayor or more Councilmembers without formal action being taken." While this sentence could imply that commendations could be issued solely by "more councilmembers" and not the Mayor, California

Government Code 40602(c) requires that any document with the City seal on it requires the Mayor's signature unless an ordinance is adopted by the City to allow other officials to sign the document

Language has been added to the draft revised Handbook (attached) that indicates that all commendations will be signed by the Mayor and any additional city councilmembers who have proactively expressed an interest in signing. Additionally, language has been added to the draft revised Handbook that clarifies that if the Mayor refuses to sign a specific Proclamation or Commendation request from a City Councilmember then the City Councilmember may request that this decision go to the entire City Council for a vote.

Alternative recommendation:

An alternative recommendation would be to allow City Councilmembers to issue commendations without the Mayor's signature. However, if this were to occur, these commendations would need to have the community mark as opposed to the City seal, or the City would need to adopt an ordinance authorizing additional officials to sign documents with the City seal

8. Keys to the City (not currently in Handbook)

Guidelines for issuance of a "key to the City of Milpitas" are not currently included in the City Council handbook. The last time a key to the City was issued was in November 2023 to the Sister City of Dagupan, Philippines.

August 29, 2023 City Council Discussion Summary:

Mayor Montano indicated that keys to the City should be for significant partnerships and contributions and requested that staff develop guidelines and parameters for issuance of keys to the City.

Vice Mayor Chua concurred that guidelines should be developed and there has to be a significant and measurable contribution to the community for keys to the city to be provided. Vice Mayor Chua also indicated that this could be similar to the City's Facility Naming policy which requires City Council approval.

Councilmember Phan indicated that this could be controlled by requiring that the City Council approve distribution of keys to the City.

The City Council did not hold a vote for consensus on this item.

Primary recommendation:

The primary recommendation is to add a section providing guidance on issuance of keys to the City of Milpitas to the City Council Handbook in Chapter VI, along with the guidance on proclamations and commendations. The recommended language would read as follows: "Keys to the City of Milpitas are only to be issued upon majority approval by the Mayor and City Council. The only exception to this is that a key to the City may be provided to a City with which Milpitas has a formal Sister City relationship. Any City Councilmember may request that consideration for issuance of a key to the City be added to a future City Council agenda. This request must be provided, in writing, to the City Manager at least one week prior to the City Council meeting. The request must define the significant and/or extraordinary achievement or contribution that the recipient (person, group or organization) has made to the City of Milpitas to justify the presentation of the key to the City. "

Alternative recommendation:

As an alternative, keys to the City could be issued by the Mayor without formal action by the City Council, similar to Proclamations.

9. Chapter V, Item B1 and B2 – Requests for Agenda Items

August 29, 2023 City Council Discussion Summary:

Vice Mayor Chua asked that the process (Chapter V, Items 1 & 2) for requesting to add items to the City Council agenda be written more clearly and brought back to the City Council for approval. Vice Mayor Chua clarified that this request should be for regular City Council meetings, Special City Council meetings and Closed Sessions.

Mayor Montano asked for clarification regarding who can call for special meetings.

Primary recommendation:

The language in Section V, Item B1 and B2 has been updated to clarify the responsibility of the City Manager (Council agendas) and City Attorney (closed session agendas).

Potential alternative recommendation(s):

There are no potential alternative recommendations.

Suggested changes for the following items will be brought forward in a future agenda report for edits to the Handbook or other appropriate policy document following completion of staff research and analysis:

1. Chapter II, Section D(11): City Council Salaries

August 29, 2023 City Council Discussion Summary:

Vice Mayor Chua asked for a clarification on what Senate Bill 329 allows for and that this is an important topic for future councilmembers. Vice Mayor Chua requested that staff bring options back for further discussion.

Councilmember Phan indicated that there are different ways to approach this topic such as receiving a recommendation from a City Council salary setting commission or becoming a charter city to broaden the City's ability to be flexible in situations such as this.

City Council did not hold a vote for consensus on this item. At Council direction, staff has not brought the item back while the Charter City opportunity is being explored. The Council may direct staff to revisit the issue of Councilmember salaries at any time.

2. Chapter II, Section D(12) and Council Policy 3-11: Training and Travel Budget

August 29, 2023 City Council Discussion Summary:

Councilmember Lien asked if there was a dollar limit, such as \$300, where Councilmembers would not need to receive approval from the entire City Council for the expenditure. Councilmember Lien indicated that it is not often practical from a time perspective to bring small expenditures to the full city council, especially for events that they attend.

Mayor Montano asked that staff provide a clear list of items that can and cannot be paid for with these funds such as type of events, memberships and classes.

Vice Mayor Chua expressed that she had similar concerns as the Mayor and Councilmember Lien and also asked for clarity on expenditures related to publications/books, classes, fundraising events such as cancer society events. Additionally, the Vice Mayor requested that if some of these categories are currently not allowed, what options exist for the City Council to allow these additional expenditure categories.

Mayor Montano also requested that donations and sister city visits be reviewed as potential expenditure categories.

Councilmember Lien also requested that the seventy five mile hotel rules in the travel policy be reviewed, using the example of an early morning conference in San Francisco.

3. Resolution 8703: Censure Policy

August 29, 2023 City Council Discussion Summary:

Mayor Montano requested that staff return to the Mayor and City Council with a summary of the censure policies, including specific sanctions, from other cities including the Milpitas Unified School District. Councilmember Lien additionally requested that further information on other jurisdictions be brought back for discussion.

4. Council Policy 2-1: Interns

August 29, 2023 City Council Discussion Summary:

Mayor Montano indicated that restrictions regarding work experience and being in school are limiting. Vice Mayor Chua indicated that individuals who have already graduated from school should not be restricted from internships. Councilmember Phan indicated that for individuals who were enrolled in school within a reasonable time frame this could work as the purpose of an internship is to provide skills and experience.

Policy Alternative:

Alternatives to each recommendation, where applicable, are discussed in the above analysis section.

Fiscal Impact:

There is no fiscal impact associated with this item.

California Environmental Quality Act:

The action is an organizational or administrative activity of the City government that will not result in direct or indirect physical changes in the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378.

Recommendations

Approve changes to the City Council Procedures and Protocols Handbook.

Attachments:

Draft City Council Protocols and Procedures Handbook - redlined



City of Milpitas City Council Procedures and Protocols Handbook 2023

Revised June 20, 2023

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CHAPTER I. Purpose and Overview

A. Purpose

This City Council Procedures and Protocols Handbook (Handbook) outlines the Milpitas City Council governing practices.

B. Applicability of Handbook

When not in conflict with the Constitution, the laws of the State of California or the Milpitas Municipal Code, this Handbook shall govern.

C. Revisions to the Handbook

This Handbook will be brought to Council for updates, as needed, due to changes in the law or if the City Council desires to change its procedures or protocols.

Adoption Date: January 11, 2022

Revision 1: February 21, 2023

Revision 2: June 20, 2023

Revisions 3: January 23, 2024 (pending approval)

CHAPTER II. Duties of the City Council

A. General Authorities of City Council

Milpitas was incorporated on January 26, 1954. As a general law city, Milpitas derives its authority from and is subject to the California Constitution and the general laws of the State of California.

The City Council is the policy and lawmaking body of the City. State and local laws define the powers and responsibilities of the City Council.

The City has a Council-Manager form of government in which the elected City Council sets policy direction and the City Manager implements Council policy, manages day-to-day operations and provides professional recommendations to support the Council on policy decisions. Although the Council and City Manager operate in all four dimensions of the governance process: mission, policy, administration and management, the Council's focus is on the mission and policy while the City Manager's focus is on administration and management. Clarity of roles are informed by this Handbook and Municipal Code provisions that provide the overall framework for the governance relationship.

B. Duties of Mayor

The Mayor is directly elected by Milpitas voters. The Mayor is the official head of the City of Milpitas for all ceremonial purposes. The Mayor is entitled to vote on all matters but does not possess any veto power. The Mayor signs all ordinances and resolutions after approval by the majority of the City Council.

C. Duties of Vice Mayor (Mayor Pro Tempore)

The Vice Mayor is selected from those on the Council during the first meeting at which the Mayor and returning or incoming Councilmembers commence their terms. Nomination is done through a motion and appointment is based on a majority vote.

In the event that the Mayor cannot attend a ceremonial function, the Vice Mayor shall serve as the official head of the City in his or her stead. In the event that neither the Mayor nor Vice Mayor can preside at a ceremonial function, one of the remaining members of the City Council shall serve as the official head of the City on a rotating basis to be administered by City staff.

D. Duties of Mayor and Councilmembers

1. Arrive on time for all Council meetings.
2. Review all meeting materials published in accordance with the Open Government Ordinance and other applicable laws, in preparation for Council meetings. As a body, provide clear direction to staff to aid in the development and consideration of proposed ordinances, policies, and

procedures. Pass ordinances, adopt resolutions, approve new projects and programs, and approve the budget and contracts.

3. Keep in touch with the community and interpret what is heard to Council colleagues and to the staff.
4. Participate in City Council meetings and other public forums.
5. Represent the City Council by fulfilling the liaison assignments to legislators, external agencies, and the City's boards and commission.
6. Requests for Staff Resources
 - a. Mayor and Councilmember requests to consider new programs, services, or requests for significant allocations of resources, shall be directed to the budget process to the maximum extent possible.
 - b. Mayor or Councilmember requests for minor (generally less than four hours of staff time) research or other staff work must be directed to the City Manager.
 - c. If more than four hours of staff time will be required to complete the task/project, the item will be placed on the agenda to ask the City Council if time should be spent on the proposed item. A discussion and prioritization of Mayor and Councilmember requests are scheduled on a quarterly basis.
 - d. Mayor and Councilmember requests for more than four hours of staff work for City Council consideration will adhere to all the City of Milpitas Open Government Ordinance provisions, including, but not limited to:
 - I-310-2.30 Agenda Requirements. "(b) At least six (6) days before a regular City Council meeting, a preliminary agenda shall be posted containing a meaningful description of each item of business to be transacted."
 - "(c) A description is meaningful if it is sufficiently clear and specific to alert members of the public whose interests are affected by the item that he or she may have reason to attend the meeting or seek more information on the item.
 - To achieve the above requirements, all materials must be submitted to the City Clerk, to the extent possible, no less than eight (8) days in advance of a Council meeting.
 - e. Staff responses to a Councilmember inquiry, including the original inquiry, shall be distributed to the Mayor and all City Councilmembers.
7. Absences

- a. Whenever a member knows in advance that he or she will be absent from a City Council meeting, it is the responsibility of that member to notify the City Manager or City Clerk as soon as possible of the impending absence.
- b. If a City Council member is absent without permission from all regular City Council meetings for 60 calendar days consecutively from the last regular meeting he or she attended, his or her office becomes vacant pursuant to Government Code 36513.

8. Administration of Oaths

The Mayor may require any person addressing the City Council to be sworn as a witness and to testify under oath; and must so require if directed to do so by a majority of the City Council. The Mayor may administer oaths. Appeals and revocation hearings are the most likely instances when testimony is taken under oath.

9. Subpoenas

In accordance with Government Code 37104, the City Council may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony in any action or proceeding pending before it.

10. City Council Subcommittees

Council subcommittees, when used, are to help the Council do its job. Subcommittees ordinarily will assist the Council by studying an issue and preparing policy alternatives and implications for Council deliberation. Council subcommittees may not speak or act for the Council, and the subcommittee members should be regularly reporting out their work to the City Council through a scheduled agenda item.

There are generally two types of subcommittees as follows:

- Standing subcommittees that have continuous subject matter jurisdiction and will continue to exist until the City Council terminates their existence through formal action.
- Ad hoc subcommittees have limited subject matter jurisdiction and are usually formed primarily to study a particular topic or immediate issue, and once their task is complete, the ad hoc subcommittee will automatically terminate.

Both standing and ad hoc subcommittees of the City Council are subject to the Brown Act pursuant to the City's Open Government Ordinance.

Subcommittees shall obtain City Council concurrence before they proceed in any direction different from the original instructions of the City Council. In addition, Subcommittees should not implement policy, provide direction that would result in incurring additional expenses or provide direction to staff to

take any actions that are not consistent with existing City Council direction without first obtaining City Council approval for such actions.

11. Compensation for Mayor and Councilmembers

Information about compensation for the Mayor and Councilmembers can be found in the Milpitas Municipal Code I-14-1.00, et seq.

12. Travel Expenses and Reimbursements

Information about travel expenses and reimbursements for City related expenses can be found in the City Council Travel Policy 3-1.

E. City Council Vacancies

A vacancy in the office of Councilmember or Mayor may be filled by appointment by the City Council. The appointee shall hold office until the next special municipal election which shall be immediately called to fill the remainder of the vacant term as provided under Milpitas Municipal Code Section I-3-2.00. Any unexpired remainder of the term of such office shall be filled by the voters at such election.

F. Role of City Manager.

1. The City Manager is the chief executive officer and the head of the administrative branch of the City government. The City Manager is appointed by the City Council and reports to the full City Council. The City Manager shall work in collaboration with the City Attorney.
2. The City Manager implements policies and procedures initiated by City Council and manages the day-to-day operations of the City. The City Manager supports the full Council in setting clear goals for the City and optimizes the use of City resources to meet these goals.
3. The City Manager is the appointing authority, responsible for all City personnel. The City Manager or designee serves as a liaison to each commission. The use of City-owned property is handled through the City Manager's Office. The City Manager supports effective policy making and oversight by the City Council by providing information, formulating policy proposals, advising and informing the Council on policy matters while promoting team building and collaboration, and ensuring that the administration's delivery of service is consistent with City Council direction.
4. The City Manager prepares the budget annually, advises the City Council of future financial needs, and is responsible for budget administration after adoption. The City Manager prepares and submits to the City Council a complete report at the end of each fiscal year on the finances and administrative activities of the City during the preceding year. City Manager

shall also present quarterly fiscal/budgetary updates or as requested throughout the year.

G. Role of City Attorney.

1. The City Attorney is appointed by the City Council and reports to the full City Council. The City Attorney advises the City Council and City officers in their official capacity on legal matters affecting the City, attends all City Council meetings and some board/commission meetings, and represents the City in legal actions and proceedings. The City Attorney shall work in collaboration with the City Manager.
2. The Office of the City Attorney approves as to form all bonds and contracts made by the City, approves all ordinances and resolutions and related amendments for the City, and prosecutes criminal cases for violation of City ordinances.
3. The members of the City Attorney's Office (attorneys and staff) maintain an attorney-client relationship with the City, full City Council or individual members thereof, its officers, agents and employees, so their official communications are protected as confidential attorney-client privilege.

H. Photographs of Past Councilmembers.

1. Past Mayor and Councilmember Photos will be displayed in the City Council Chamber.
- 3.2. Past Mayor and Councilmember photos will be displayed following a [seven \(7\) year](#) waiting period after concluding their service with the City of Milpitas.

CHAPTER III. Mayor and Councilmember Conduct

A. Mayor and Councilmembers shall:

The Milpitas City Council Code of Conduct, as approved by the City Council and noted below, shall be included in Council meeting agendas and read aloud at all City Council meetings.

Milpitas City Council Code of Conduct

- Be respectful and courteous (words, tone, and body language)
- Model civility.
- Avoid surprises.
- Praise publicly and criticize privately.
- Focus on the issue, not the person.
- Refrain from using electronic devices while on the Council dais.
- Disclose conflicts of interest and affiliations related to agenda items.
- Separate governing from campaigning.
- The Council speaks with one voice after making policy on issues.
- Respect the line between policy and administration.
- Council will hold one another accountable to comply with this Code of Conduct.

B. Mayor and Councilmember Best Practices for Council Meetings

- put constituents first at all times;
- treat each other and members of the public with dignity, courtesy, and respect;
- maintain confidentiality of all closed session materials and discussion;
- be attentive to others, limiting interruptions and distractions;
- encourage diverse viewpoints in debate while being mindful not to prolong discourse or block consensus;
- agree to respectfully disagree;
- keep comments clear, concise, and on topic;
- start meetings on time, work from the agenda; and
- present problems in a way that promotes discussion and resolution.

C. Mayor and Councilmember Conduct with City Staff:

1. Always maintain professionalism, treat all staff with respect.
2. Direct staff personnel issues to the City Manager.
3. Comments about staff performance should not be made in public or to the individual employee and should only be made to the City Manager through private correspondence or conversation.
4. Comments about staff in the office of the City Attorney should be made directly to the City Attorney.
5. In accordance with Milpitas Municipal Code VI-1-2.04, except for purposes of inquiry, the City Council and its members shall deal with the administrative staff solely through the City Manager.
6. The Mayor and Councilmembers must not attempt to influence City staff on the making of employment appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.
7. Routine administrative support will be provided to the Mayor and all Councilmembers. Requests for additional staff support – even in high priority or emergency situations — should be made to the City Manager.
8. Do not solicit political support from staff. The Mayor and Councilmembers should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace and on personal time.

CHAPTER IV. Meetings

- A. All Council decisions must occur at City Council meetings pursuant to the requirements of the Ralph M. Brown Act. The City Council shall not use a series of telephone calls, a conference call, mass e-mailing or any other method of communication to discuss or decide matters within the jurisdiction of the Council among a majority of the Councilmembers.
- B. Quorum
 - 1. No business may be transacted by the Council at a regular or special meeting unless a quorum of the membership is present (on a 5 member Council, a quorum is 3 members).
 - 2. When there is no quorum, the Mayor or Vice Mayor, or any Councilmember may adjourn a meeting, or if no Councilmember is present, the City Clerk may adjourn a meeting.
- C. Council Meeting Dates; Cancellation
 - 1. If at any time any regular meeting of the Council falls on a holiday, the regular meeting shall be held on the next business day or the earliest business day within a week.
 - 2. Any meeting of the City Council may be canceled in advance by the Mayor. It can also be cancelled by a majority of the Councilmembers at a City Council meeting. The City Manager may also cancel a meeting in cases of need, such as an emergency or when a majority of members have provided notice of their unavailability to attend a meeting.
- D. Types of Meetings
 - 1. Regular meetings are held on the first and third Tuesdays of each month ~~at 7:00 p.m.~~ in the City Hall Council Chambers, 455 E. Calaveras Blvd., Milpitas, California. Pursuant to the requirements of the City's Open Government Ordinance, the Preliminary agenda is posted by the Wednesday preceding the regular meeting date. The Brown Act requires the posting of an agenda at least 72 hours prior to a regular meeting.
 - 2. Special Meetings may be called by the Mayor. They can also be called by a majority of the Council at a public meeting. Any special meeting called requires a minimum of 24 hours notice as required by the Brown Act. Only business described in the notice may be transacted.
 - 3. Study Sessions may be held as part of a regular meeting or special meeting and are held for the purpose of providing information to the City Council, particularly on issues that are more complex or more time-consuming. Study sessions may be conducted jointly with another City board, commission or committee or another governmental agency. At study sessions Councilmembers may state their individual responses and

questions to the information provided and may collectively provide direction to City staff. No formal action is taken at the study sessions.

4. Closed Sessions can be part of either regular or special meetings, typically in advance of the regular or special meetings. The start time of the Closed Sessions shall be publicly noticed in accordance with the law. The Council conducts its business in public to the greatest extent possible. State law, however, recognizes that in certain limited circumstances authorized by the Brown Act, that the Council will need to meet in private without the public present. These matters may include certain personnel matters, labor negotiations, real property negotiations, matters of public security, and the discussion of litigation, among other topics listed in the Brown Act. These rules provide for strict confidentiality of City Council discussion as required by State law, and no Councilmember shall disclose anything discussed in closed session to any individual not present in that closed session. Violating this confidentiality requirement can subject an individual Councilmember to disciplinary action, a referral to the grand jury, and in some limited circumstances, criminal prosecution. In limited instances, if action is taken in closed session, the City Attorney may need to report out any action taken and any vote on that action. Closed Session meetings will be conducted in accordance with Milpitas City Council Code of Conduct.
5. Emergency Meetings can occur in limited circumstances when there is a work stoppage, crippling activity, other activity that impairs public health, safety, or dire emergency. Depending on the factual circumstances, 24 hour notice or one hour notice may be required, or no notice at all.

E. Teleconferencing

1. Pursuant to Government Code Section 54953(b), teleconferencing may be used as a method for conducting meetings where Councilmembers may be counted towards a quorum and participate fully in the meeting from remote locations. If a Councilmember participates in a meeting via teleconference, the following requirements must be met:
 - a. The remote locations must be connected to the main meeting location by telephone, video, or both.
 - b. The notice and agenda of the meeting must identify the remote location.
 - c. The agenda must be posted at the remote location and be accessible to the public.
 - d. All votes must be by roll call.
 - e. The meeting must in all respects comply with the Brown Act, including participation by members of the public present in the remote locations.

- f. During the teleconference, at least a quorum of the members of the City Council shall participate from locations within the boundaries of the City.
- 2. Alternatively, a Councilmember may appear virtually at a limited number of meetings without identifying his or her location on the agenda, posting the agenda in the remote location, or allowing public attendance in the remote location so long the Councilmember is participating remotely for just cause or due to emergency circumstances. The Councilmember must inform the City Manager as early as possible of the just cause or emergency circumstance so that the need for a remote appearance can be agendaized and acted on by the entire Council.
 - a. An emergency circumstance means a physical or family medical emergency that prevents a Councilmember from attending in person.
 - b. Just cause means, (A) a childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Councilmember to participate remotely, (B) a contagious illness that prevents a Councilmember from attending in person, (C) a need related to a physical or mental disability, or (D) travel while on official business of the City or another state or local agency.
 - c. The Councilmember requesting the virtual appearance shall offer the Council a general description of the circumstances relating to his or her need to appear virtually. The description generally need not exceed 20 words and shall not require the Councilmember to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under existing law. The Council shall act on the request based on this description
 - d. A Councilmember may appear virtually for just cause not more than two times per calendar year. A Councilmember may not participate virtually pursuant to the relaxed Brown Act rules for a period of more than three consecutive months or 20 percent of the regular meetings for the local agency within a calendar year, or more than two meetings if the legislative body regularly meets fewer than 10 times per calendar year.
 - e. During the meeting, the Councilmember shall publicly disclose, before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the Councilmember, and the general nature of the Councilmember's relationship with any such individuals.
 - f. The member shall participate through both audio and visual technology, which means that the Councilmember must have their camera turned on during the conduct of the meeting.
- 3. Because there are other legal nuances to making use of the teleconferencing provisions in the Brown Act, please check in with the City Attorney or City Clerk in advance.

4. During certain state of emergency situations, it may also be possible to meet remotely without complying with some of the requirements above, depending on certain findings that must be met during a state of emergency as required by the Brown Act. See, Cal. Gov. Code 54953(e)

F. Presiding Officer

1. The Mayor presides at all City Council meetings. In the absence of the Mayor, the Vice Mayor is the presiding officer. If both the Mayor and Vice Mayor are absent, the remaining Councilmembers should select a presiding officer for that meeting. The presiding officer votes on all questions as do other members of the City Council.
2. The Mayor/presiding officer always sits in the middle seat at all formal council meetings. The Vice Mayor (to the Mayor's right) and City Manager (the Mayor's left) are always seated immediately next to the Mayor/presiding officer. The City Attorney and the City Clerk are then seated to the left of the City Manager, respectively. Councilmembers are then able to select their seating, to the right of the Vice Mayor, seated based on seniority on the City Council. The Councilmember with the most seniority is will choose first seated next to the Vice Mayor, followed by the next most senior Councilmember and so forth. Seniority is defined by continuous time of service as an elected member of the Council (if there is a break of time between years of service, the prior years do not count). When two or more Councilmembers have equivalent time of service, those Councilmembers shall be given priority in seat selection by the highest number of votes in his/her most recent election. The City Manager will coordinate a new selection of seating arrangements prior to any City Council meeting where one or more new members are to be seated.
3. The presiding officer conducts the meetings of the City Council to:
 - a. Ensure that consideration of items on the agenda move along without delay.
 - b. Ensure that petitioners, proponents and opponents are heard but not allowed to disrupt the meeting.
 - c. Ensure that decorum is maintained at the meeting.
 - d. In presiding over matters where the public has provided testimony and/or raised questions, the presiding officer should:
 - (i) Restate every question coming before the Council.
 - (ii) Direct questions or comments requiring a response to staff for a response.
 - (iii) Ensure that staff and members of the public direct their comments to the presiding officer.

- (iv) If necessary, help keep Councilmember questions relevant to the matter being considered by the Council.
 - (v) If necessary, consider calling for a brief recess if orderly conduct of the meeting is being disrupted.
 - (vi) Announce the decision of the Council on all subjects.
- 4. Ensure that each member of the Council is provided an opportunity to completely express their views on items of business, the Mayor should:
 - (i) See that Councilmembers ask to be recognized by the Mayor before speaking.
 - (ii) Ensure that each Councilmember is given the opportunity to fully express their views.
- 5. The Chief of Police, or his or her representative, is the ex officio sergeant-at-arms of the City Council. The ex officio sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum in the council chamber.

G. Voting; Rules of Procedure

- 1. A motion, second, and a majority vote of the Council shall be required for any formal action of Council (except where a different vote requirement is set by state law). Votes and abstentions are taken by roll call, electronic voting, or any other means that allows the public to determine the votes of individual members as allowed by law. Votes and abstentions shall be recorded in the meeting minutes.
- 2. Steps in making, discussing and voting on a formal motion:
 - a. The maker of the motion asks for recognition by the presiding officer. After the individual is recognized, he or she will say, "I move that we ..."
 - b. The presiding officer will ask if there is a second. Another member of the group must second the motion in order for it to be discussed. A second is made by saying "I second the motion." The Mayor or any Councilmember can suggest one or more modifications in the motion, which the member making the motion can accept or reject. There also may be times where the City Manager or City Attorney may suggest an amendment to the motion for clarity purposes for the public, which the member making the motion can accept or reject.
 - c. The presiding officer then restates the motion "It has been moved and seconded that ..." and opens the floor to discussion and debate.

- d. The presiding officer will recognize members who wish to comment on the motion. Only one "main motion" may be discussed at a time.
 - e. Once discussion has concluded, the presiding officer will "call for the question" and conduct a ~~roll-call~~ vote.
 - f. The presiding officer will announce the result of the vote.
- 3. Unless state law requires otherwise, a majority vote is needed for the motion to pass. In the event of a tie vote, the motion does not pass.
 - 4. Subject to state law limitations and to the extent this Handbook does not address an issue of parliamentary procedure, Roberts Rules of Order shall apply. For example, even though Roberts Rules of Order permit a legislative body to reconsider or rescind prior actions, under due process the City Council cannot reconsider or rescind a quasi-judicial decision after the decision is final, in the absence of statutory authority to the contrary.
 - 5. The City Attorney serves as parliamentarian during City Council meetings. The role of the parliamentarian is advisory; the Chair has the power to rule on questions of order.

H. Continued Matters

- 1. Any matter may be continued to a subsequent meeting.
- 2. If the Mayor or Councilmember who was not present at a prior meeting has reviewed the relevant documents and minutes from the missed meeting and, if possible, reviewed the recording or webcast from the meeting, then he or she shall disclose those actions on the record at the beginning of the discussion of the item and may vote on the continued matter.
 - a. Exception: Continued Public Hearing. If a hearing is required for an agenda item, then the Mayor or a Councilmember shall not participate in the decision if that member was not present during the entire hearing from the time of its opening to the time of its close. (MMC § I-20-3.14.)

I. Public Participation

- 1. Members of the public are encouraged and invited to participate in the legislative process by submitting written comments before the meeting or speaking at a meeting.

It is the intent of these rules to allow everyone to be heard without fear of jeers or cheers that may discourage public participation. For this reason, these rules are taken seriously. Persons attending the meeting will refrain from behavior which will disrupt the public meeting. This includes making loud noises, clapping, shouting, booing, hissing, or engaging in any other activity in a manner that disturbs, disrupts, or impedes the orderly conduct

of the meeting. Disruptive or threatening behavior may result in removal from the Council meeting.

2. Only the presiding officer can interrupt a speaker during a presentation. However, a Councilmember can ask the Mayor for a point of order if the speaker is off the topic or exhibiting behavior or language the Councilmember finds disruptive.
3. Time Limits for public comment:
 - a. Individual Speakers - 3 minutes or less as determined by the Mayor/presiding officer.
 - b. Organized group (in lieu of individual speakers) – up to 15 minutes, depending on the number of speakers represented and at the discretion of the Mayor.
 - c. The presiding officer may take a poll to determine number of speakers for each item and, at his/her discretion, limit the amount of time allotted to the speaker(s) when needed.
4. Individuals who wish to speak should submit a speaker card to the City Clerk to be called up at the appropriate time. Each speaker may only speak once on an item and shall speak at the podium into the microphone and address the City Council. A speaker may also provide comments virtually if the meeting format allows virtual participation.
5. Written or photographic materials relevant to consideration of a matter may be submitted to the Council. Copies of such materials should be provided for the Mayor, Councilmembers, City Clerk, City Manager and City Attorney. The materials must be submitted to the City Clerk's Office by email to CityClerk@milpitas.gov by 12:00 p.m. on the day of the meeting, for distribution to the city officials in advance of the meeting/hearing. The City Council retains discretion to accept or to reject new documentation furnished on the night of the City Council meeting/hearing. Accepted materials are retained by the City and become part of the official public record.
6. Wireless/Cellular telephones or any other telecommunications device should be in silent mode or turned off during the City Council meeting.
7. Literature distribution or petition circulation is not permitted when the City Council is in session. Such activity may occur outside the meeting room, provided access is not blocked.
8. Objects and symbolic materials, such as signs or banners, will be allowed in the Council Chambers, with the following restrictions:
 - a. Signs or symbolic objects shall not obstruct the view or passage of other attendees or otherwise disturb the meeting.

- b. Objects that are deemed a safety threat to persons at the meeting or could damage the facility itself will not be allowed.

J. Discussion Items on the agenda are to be conducted in the following order:

1. Staff / applicant presentation
2. Council questions to applicant and/or staff
3. Open public hearing (or public comment section) for comments
4. Close public hearing (or public comment section)
5. Response by staff to public questions/concerns, if warranted
6. Council discussion and deliberation
7. Council votes

K. Quasi-Judicial Matters/Appeals/Revocation Hearings

1. Quasi-judicial matters and appeals will be considered at a noticed public hearing and will follow the order stated in Section I above, with the following time allocations:
 - a. Applicant/Appellant – 15 minutes
 - b. Individual Speakers – 3 minutes
 - c. Rebuttal – 5 minutes
 - d. In an appeal, if the appellant is not the applicant, the applicant shall also have 15 min and is entitled to make any concluding remarks prior to closure of the public hearing

The time limits may be changed by the presiding officer to permit full and fair consideration of a particular matter depending on the number of items on the agenda and the number of persons desiring to speak on a matter.
2. If the Mayor or a Councilmember has spoken or met with a proponent or opponent of a quasi-judicial matter or has visited the site of a project which is the subject of a hearing, that contact, or visit should be acknowledged and described on the record prior to the opening of the hearing. Any facts that could influence the Mayor or a Councilmember's decision, must be included in the public record.

L. Items Considered after 11:00 p.m.

1. Unless a majority of the Council determines there is a need to act, no items shall continue, and no new items shall be heard after 11:00 p.m.

M. Conflict of Interest

1. The Political Reform Act (PRA) enforced by the Fair Political Practices Commission (FPPC), controls financial conflicts of interest.
2. In accordance with the Open Government Ordinance (MMC I-310-2.180), at the beginning of each City Council meeting or upon the arrival of the Mayor or Councilmember, the City Attorney shall ask the Mayor and each member of the City Council to disclose any financial or personal conflict with any item on the City Council's agenda. Pursuant to Government Code section 87105, if the Mayor or a Councilmember discloses that such a personal financial interest is present, he or she shall publicly identify the conflict or potential conflict in detail sufficient to be understood by the public and shall recuse him or herself from taking action on the item if required to do so by law and leave the meeting room.
3. The other applicable law is Government Code §1090, which applies only to contracts in which a public official has a financial interest.
4. Whenever it appears to a Councilmember that he or she may have a prohibited financial interest in any item that may be presented to the City Council, the Councilmember should consult with the City Attorney at the earliest opportunity for advice on whether a disqualifying conflict of interest exists.
5. With full consideration of the City Attorney's advice, it is up to each individual Councilmember to decide for him/herself whether there is a conflict of interest. When a Councilmember may be in doubt, the City Attorney can obtain more formal advice from the Fair Political Practices Commission (FPPC).
6. A member shall not vote upon any matter on which s/he has a conflict of interest.
7. A member shall openly state the reason for his/her conflict of interest, or work in consultation with the City Attorney to state something on the record.
8. A member who is disqualified by a conflict of interest shall recuse him/herself from the dais and leave the room unless it is during the Consent Calendar.

N. Meeting Language

1. In accordance with Article III, Section 6 of the California Constitution, English is the official language of the State of California. English should be the language used for the formal portions of any meeting. All business of the Council should be transacted in English.
2. Councilmembers who wish to translate brief comments or questions made in English from the dais into a language that assists limited English-proficient speakers may do so, so long as the question or comment

is first placed into the record in English, and the translation is a true and correct translation of the English comment.

3. Councilmembers may address their constituents in any language they choose outside of a meeting in which the official business of the City is conducted.
4. When appropriate or otherwise required by law, the City may provide access, services, and programs for limited English-proficient speakers such as translation services for limited English-proficient speakers including in person, telephonic, or Zoom translation services.
5. Limited English-proficient speakers must be allowed the same amount of time to comment on an item or at public comment as other speakers. The translation of a person's comments cannot be counted toward his or her time limit.

CHAPTER V. Meeting Agendas and Minutes

A. Agenda Order

City Council agendas will be prepared by the City Clerk and presented to the City Council in the order described below. The presiding officer with the approval of a majority of the Council can change the order of hearing the items on the agenda.

1. Opening
 - a. Call to Order by Mayor and Roll Call by City Clerk
 - b. Adjourn to Closed Session
 - c. Closed Session Announcement
 - d. Pledge of Allegiance. If the Mayor and Vice Mayor are both absent, then the City Clerk calls the meeting to order and a temporary presiding officer is elected by a majority of those councilmembers present. Upon the arrival of the Mayor or Vice Mayor, the temporary presiding officer relinquishes the chair at the conclusion of the business then before the City Council.
 - e. Invocation. In accordance with the policy adopted by City Council (SOP 1.2), the Mayor and Councilmembers shall invite a community member to give an invocation at the speaker podium.
2. Ceremonial matters. The presentation and receipt of proclamations and commendations not requiring formal legislative action.
3. Public Forum. Members of the public wishing to comment on any item not appearing on the agenda may address the City Council at this time. State law prevents Council from taking action on any matter not on the agenda. Comments may be referred to staff for follow up. Individuals are limited to 3 minutes. However, the presiding officer has discretion to reduce the speaking time in situations where there are a large number of persons who wish to speak.
4. ~~Announcements and Future Agenda Items. The Mayor and Councilmembers shall report on any meetings or conferences attended and paid for by the City and may also report on various assignments or other events. The Mayor and Councilmembers shall be limited to the same amount of speaking time as members of the public during open public comment (3 minutes). The City Manager may also make brief announcements. This section will include special reports and any other requests for staff work by the Mayor and Council.~~

- ~~5.4.~~ Announcements of Conflict of Interests and Campaign Contributions. City Attorney shall ask the Mayor and Councilmembers to declare any conflicts of interest or campaign donations related to items on the agenda in accordance with the Milpitas Open Government Ordinance (Municipal Code I-310)
- ~~6.5.~~ Reading of the City Council Code of Conduct
- ~~7.6.~~ Approval of Agenda
- ~~8.7.~~ Consent Calendar. All matters listed under the Consent Calendar, including minutes, are considered by the Council to be routine and will be enacted by one motion without discussion (except for simple clarifying questions). If discussion is desired, that item may be removed and considered separately.
- ~~9.8.~~ Public Hearing. Duly noticed hearings as mandated by local, state, or federal law, providing an opportunity for public review and comment of a proposed action by the Council.
- ~~10.9.~~ Community Development. This section will cover the Community Development City Service Area and will include items related to Building Safety and Housing, Economic Development, Engineering (Land Development), Fire (Fire Prevention), and Planning.
- ~~11.10.~~ Community Services and Sustainable Infrastructure. This section will cover the Community Services and Sustainable Infrastructure City Service Area and will include items related to Engineering (Capital Projects), Public Works, and Recreation and Community Services.
- ~~12.11.~~ Public Safety. This section will cover the Public Safety City Service Area and will include items related to Fire/ and Police.
- ~~13.12.~~ Leadership and Strategic Support. This section will cover the Leadership and Strategic Support City Service Area and will include items related to the City Clerk, City Council, City Manager, Finance, Human Resources, and Information Technology.
13. Reports of Mayor and Councilmembers. Reports and work plans from Commissions will be presented in this section. Reports from Council Subcommittees will also be presented in this section.
14. Announcements and Future Agenda Items. The Mayor and Councilmembers shall report on any meetings or conferences attended and paid for by the City and may also report on various assignments or other events. The Mayor and Councilmembers shall be limited to the same amount of speaking time as members of the public during open public comment (3 minutes). The City Manager may also make brief

announcements. This section will include special reports and any other requests for staff work by the Mayor and Council.

14.

15. Adjournment

B. Agenda Item Submission

1. The City Manager has the primary responsibility for the development of the Council Agenda, excluding closed session items, ensuring all protocols are followed, and that management of the agenda is closely linked to organizational goals and work plans. Any item that is placed on the agenda shall be in accordance with the City's Open Government ordinance (MMC I-310) so that it can be clearly understood by members of the community. The City Attorney has the primary responsibility for development of the Closed Session items, ensuring all protocols are followed and that the management of the closed session items is closely linked to the organizational goals. Any item that is placed on the agenda shall be in accordance with the City's Open Government ordinance (MMC I-310) so that it can be clearly understood by members of the community.
2. Mayor or Councilmember:
 - a. The Mayor or a Councilmember may request the City Manager to add an item to a Council agenda or the City Attorney to add an item to the closed session. No staff report or other staff work will occur until the item is discussed before the full City Council. Discussion and prioritization by the City Council will occur on a quarterly basis.
 - b. Councilmembers may make this request verbally during a meeting or may submit a written request to the City Manager or City Attorney at other times.
 - c. See Section 2.C.4 "Request for Staff Resources" for further details on any associated staff work related an agenda item request.
3. Members of the Public. A member of the public may request Council action in the following ways:
 - a. Write a letter to the City Council
 - b. Speak during the Public Comment period at a City Council meeting
 - c. Attend annual Council goal setting meeting and provide input

Upon agreement of a majority of the City Council, Council will determine whether to place on a future agenda an item requested by the public.

C. Meeting Minutes

1. The preparation of accurate minutes is the responsibility of the City Clerk.
 - a) In general, summary minutes are used to record proceedings. The record focuses on who spoke and the motions and votes. Video recordings are used in order to serve a number of administrative, legal, and historical functions and to provide verbatim record of meetings. Failure to record does not affect the validity of any proceedings or action taken by the City Council.
 - b) The City Clerk may be directed by the presiding officer, with the consent of the City Council, to enter in the minutes a synopsis of the discussion of any matter coming before the City Council. The synopsis should be in complete sentences.
 - c) The Mayor or a Councilmember may request, through the presiding officer, the privilege of having a previously prepared written abstract summarizing the major points of his or her statement on any subject under consideration entered into the minutes. If the City Council consents, such an abstract is entered into the minutes.
 - d) Items such as letters which individuals request "to have entered into the record" are referred to in, but do not become a part of, the minutes.
 - e) Changes in substantive matters may be made only at the direction of a majority of the City Council. Clerical corrections are to be made when discovered in order to maintain accuracy.

CHAPTER VI. City Council Actions

Several different types of action may be taken by the Mayor and/or City Council.

A. Proclamations.

Proclamations are issued by the Mayor without formal action by the City Council. Proclamations are public announcements directing attention to a person, organization or event, such as Citizen of the Year, Girl Scout Week, or International Year of the Child. Councilmembers need to make their requests to the Mayor, only the Mayor can issue proclamations. If the Mayor refuses to sign a particular proclamation, the requesting Councilmember may ask that this be considered by the Mayor and City Council at the following City Council meeting. This request must be provided to the City Manager in writing.

B. Commendations.

Commendations are acknowledgments of the activities of a person or organization, signed issued by the Mayor and any additional councilmembers who have proactively expressed interest in signing or more Councilmembers without formal action being taken. Commendations typically acknowledge exceptional endeavors or are given to retiring employees and departing board and commission members and are presented at an appropriate function or council meeting. If the Mayor refuses to sign a particular commendation, the requesting Councilmember may ask that this be considered by the Mayor and City Council at the following City Council meeting. This request must be provided to the City Manager in writing.

C. Keys to the City.

Keys to the City of Milpitas are only to be issued upon majority approval by the Mayor and City Council. The only exception to this is that a key to the City may be provided to a City with which Milpitas has a formal Sister City relationship without City Council approval. Any City Councilmember may request that consideration for issuance of a key to the City be added to a future City Council agenda. This request must be provided, in writing to the City Manager. The request must define the significant and/or extraordinary achievement or contribution that the recipient (person, group or organization) has made to the City of Milpitas to justify the presentation of the key to the City

C.D. Ordinances.

Legislative acts of the City Council are known as ordinances. Subject to certain state law exceptions, most ordinances are introduced at one meeting and are adopted by majority vote at a subsequent meeting, and go into effect 30 days after adoption.

An ordinance is necessary (1) when state law requires a regulation to be adopted by ordinance, (2) to amend or repeal provisions of the Municipal Code or any

uncodified ordinances, and (3) to impose regulations on persons or property in the City.

Ordinances shall be prepared by the City Attorney. Ordinances are prepared for presentation to the City Council when ordered by a majority vote of the City Council, or when requested by the Mayor or the City Manager, or when prepared on the City Attorney's own initiative.

D.E. Resolutions.

Resolutions are City Council actions which become effective upon adoption and encompass the business not addressed through ordinances. They are typically used to handle routine business and administrative matters requiring some type of formal memorialization. Resolutions are used for various reasons, such as when specifically required by law, when needed as a separate evidentiary document to be transmitted to another agency, or where the frequency of future reference back to its contents warrants separate documents to facilitate reference and research.

E.F. Motions.

The least formal of City Council actions, motions typically are used for procedural matters (such as to continue items) or for administrative matters (such as to accept reports). An adopted motion is as legally effective and binding as an adopted resolution but generally is recorded simply as an item entry in the minutes.

CHAPTER VII. Communication

A. California Public Records Act.

All letters, memoranda, and email and other electronic communications involving City Councilmembers and members of boards, commissions, committees and task forces, the subject of which relate to the conduct of government or the performance of any governmental function, with a few exceptions as outlined in the Public Records Act, are public records. Emails and texts with content that concerns City business with other City employees or officials or interested members of the public are likely public records even if they are sent to/from a personal account or device.

B. Ralph M. Brown Act

Each Councilmember should be mindful of all of the requirements of the Brown Act and the Open Government Ordinance contained at Milpitas Municipal Code I-310.1.00 in communicating with each other. A majority of the Council shall not use a series of telephone calls, a conference call, mass e-mailing or any other informal session to discuss or decide matters before the City Council. This type of communication would be considered a “serial meeting” in violation of the law.

Section 54952.2(b)(1) of the Brown Act prohibits a majority of members of a legislative body outside of a lawful meeting from directly or indirectly using a series of meetings to discuss, deliberate or take action on any item of business within the subject matter jurisdiction of the body. Paragraph (b)(2) expressly provides that substantive briefings of members of a legislative body by staff are permissible, as long as staff does not communicate the comments or positions of members to any other members.

A serial meeting is a series of meetings or communications between individuals in which ideas are exchanged among a majority of a legislative body (i.e., three council members) through either one or more persons acting as intermediaries or through use of a technological device (such as a telephone answering machine, or e-mail or voice mail), even though a majority of members never gather in a room at the same time. Serial meetings commonly occur in one of two ways; either a staff member, a member of the body, or some other person individually contacts a majority of members of a body and shares ideas among the majority (“I’ve talked to Councilmembers A and B and they will vote ‘yes.’ Will you?”) or, without the involvement of a third person, member A calls member B, who then calls member C, and so on, until a majority of the body has reached a collective concurrence on a matter.

1. Contacts with staff

Staff can inadvertently become a conduit among a majority of a legislative body in the course of providing briefings on items of local agency business. To avoid an illegal serial meeting through a staff briefing:

- a. Individual briefings of a majority of members of a legislative body should be “unidirectional,” in that information should flow from staff to the member and the member's participation should be limited to asking questions and acquiring information. Otherwise, multiple members could separately give staff direction thereby causing staff to shape or modify its ultimate recommendations in order to reconcile the views of the various members, resulting in an action outside a meeting.
- b. Members should not ask staff to describe the views of other members of the body, and staff should not volunteer those views if known.
- c. Staff may present its viewpoint to the member but should not ask for the member's views, and the member should avoid providing his or her views unless it is absolutely clear that the staff member is not discussing the matter with a quorum of the legislative body.

2. Contacts with constituents, bargaining unit representatives, developers, and lobbyists

As with staff, a constituent, bargaining group representative, developer, or lobbyist can also inadvertently become an intermediary who causes an illegal serial meeting. Constituents' unfamiliarity with the requirements of the Act aggravates this potential problem because they may expect a member of a legislative body to be willing to commit to a position in a private conversation in advance of a meeting. To avoid serial meetings via constituent conversations:

- a. First, state the ground rules “up front.” Ask if the constituent has or intends to talk with other members of the body about the same subject; if so, make it clear that the constituent should not disclose the views of other members during the conversation.
- b. Explain to the constituent that you will not make a final decision on a matter prior to the meeting. For example: “State law prevents me from giving you a commitment outside a meeting. I will listen to what you have to say and give it consideration as I make up my mind.”

c. Do more listening and asking questions than expressing opinions.

d. If you disclose your thoughts about a matter, counsel the constituent not to share them with other members of the legislative body.

3. Contacts with fellow members of the same legislative body

Direct contacts concerning local agency business with fellow members of the same legislative body, whether through face-to-face or telephonic conversations, notes or letters, electronic mail, or staff members, are the most obvious means by which an illegal serial meeting can occur. This is not to say that a member of a legislative body is precluded from discussing items of agency business with another member of the body outside of a meeting; as long as the communication does not involve a quorum of the body, no “meeting” has occurred. There is, however, always the risk that one participant in the communication will disclose the views of the other participant to a third or fourth member, creating an illegal serial meeting. Therefore, it is recommended you avoid discussing local agency business with a quorum of the body or communicating the views of other members outside a meeting.

C. Mail Processing

1. Members of the City Council may receive mail and other materials through City Hall.
2. All mail received and specifically addressed to the Mayor or a Councilmember shall be placed in the mail drawer for that person without first being opened.
3. General correspondence addressed to Councilmembers as a whole may be opened and delivered to all Councilmembers if appropriate.

D. Correspondence

1. The City Manager or designee is authorized to receive and take administrative action on all correspondence directed to the City Council. The City Manager or designee may also respond to correspondence submitted to the full City Council on non-agenda items or authorize a staff member to respond. A courtesy copy is provided to each Councilmember.
2. Generally, correspondence relating to a specific City Council agenda item shall be distributed with the agenda report; correspondence received after the publication of agenda packets is to be compiled and distributed to the City Council prior to the City Council meeting.

3. After the City Council has taken a position on an issue, official correspondence should reflect this position. While Councilmembers who may disagree with a position are free to prepare correspondence on such issues as private citizens, City letterhead, official City Council title, and staff support should not be utilized. In addition, City letterhead and staff support cannot be utilized for personal or political purposes.
- E. City letterhead, logo, insignia, and brand, as well as staff support, cannot be utilized for personal or political purposes.
- F. Council Communication to Planning Commission
1. The Mayor and Councilmembers should be mindful not to unduly influence the decision at the Planning Commission meeting so as not to get ahead of the process.
 2. It is not appropriate for the Mayor or a Councilmember to make public comments at the Planning Commission meeting unless he/she is acting in his or her personal capacity. If/when the matter comes before the City Council, such member should recuse him or herself from the matter.
- G. External Communication
1. The Mayor and Councilmembers may communicate on behalf of the City through media interviews, letters, and newsletters. They may also be quoted in City issued press releases. Although the Mayor and Councilmembers are able to express individual opinions, any communication made on behalf of the City shall be aligned with Council adopted policies, programs, priorities. City issued press releases will include a quote by Mayor and other quotes, if any, will be determined by the City Manager, based on related work by each Councilmember.

CHAPTER VIII. Council Liaison Roles

The Mayor and Councilmembers serve on behalf of Milpitas as members of other governmental entities, committees, and agencies.

A. City Council Liaison

1. All City Councilmembers shall serve as liaisons to other City Commissions which shall be approved by the full City Council. In serving as a liaison, a City Councilmember shall endeavor to attend all Commission meetings of the Commission to which he or she is assigned.
2. Statements made by the City Council liaison about the City's official position should reflect the majority opinion of the City Council, which is defined by current or past official City Council action via City Council vote or consensus.
3. If the Mayor or a Councilmember wishes to attend the meeting of a Board, Agency, Committee or Task Force to which he/she has not been appointed to serve on by the City Council, the Mayor or Councilmember, as a courtesy, should advise the City representative(s), if any, as well as the respective chair, and should be mindful of the influence of his/her presence. If the presence of the Mayor or Councilmember shall constitute a quorum of the City Council, the meeting should be noticed as that of the City Council and all Councilmembers invited. An exception to this rule is when the Mayor or Councilmember observes only and does not speak at the meeting.

B. Milpitas Public Financing Authority, Milpitas Municipal Financing Authority, and Housing Authority Commission.

The Mayor and Councilmembers serve as the members of the Milpitas Public Financing Authority, Milpitas Municipal Financing Authority, and Housing Authority Commission.

C. Regional Boards and Outside Agency Representatives.

1. The role of a Member on regional Boards will vary depending on the nature of the appointment.
2. Reporting. Council representatives to Regional Boards shall keep the Mayor and Councilmembers informed of ongoing business through short written reports to the Mayor and Councilmembers or update reports to the City Council during the "Mayor and Councilmember Reports" opportunity on the City Council meeting agenda.
3. In the event the primary assigned liaison is unable to attend a particular meeting, he or she should notify the chair of the board/agency, and the

appointed alternate Council representative, or Mayor, should attend in the place of the primary.