REGULAR MEETING OF THE MILPITAS CITY COUNCIL

AGENDA

TUESDAY, MAY 6, 2025
CITY COUNCIL CHAMBER, 455 E. CALAVERAS BLVD, MILPITAS, CA
5:30 PM (CLOSED SESSION)
7:00 PM (PUBLIC BUSINESS)

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

** To access written translation during the meeting, scan the QR Code.*

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, unless the City Council approves remote public comment. 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 unless the City Council approves remote public comment. To watch via Zoom, please register at:

https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN_WnBmVH_4RjOcU1kBGLt6mA

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 NEGOTIATOR

Pursuant to Government Code Section 54957.6
Agency's Designated Representative(s): Rick Bolanos, Liebert Cassidy Whitmore
Employee Organization(s): Professional and Technical Employees, Mid-Management and Confidential Employees, Milpitas Employees Association, Unrepresented Employees

(b) PUBLIC EMPLOYEE APPOINTMENT AND HIRING

Pursuant to Government Code Section 54957(b)(1)
Employee Position: City Attorney

(c) PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code Section 54957(b)(1)
Employee Position: Acting City Attorney

(d) CONFERENCE WITH LEGAL COUNSEL

Pursuant to Government Code Section 54956.9(d)(1)
Existing Litigation: *City of Milpitas vs Dominic Chang et al.*, Santa Clara County Superior Court Docket 24-CV-450646

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 (Vice Mayor Barbadillo)

PRESENTATIONS (7:05 PM)

- Building Safety Month (Proclamation)
- Older Americans Month (Proclamation)

PUBLIC FORUM (7:15 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 (7:20 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 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Receive City Council Calendar of Meetings for May 2025.

C2. Approve City Council Meeting Minutes (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Approve City Council Meeting minutes of April 2 and 15, 2025.

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: Receive the list of items that have been requested by City Councilmembers and received consensus in previous meetings to date.

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

Recommendation: Receive recommendations from Mayor Montano and approve recommendations for appointments to City Commissions.

C6. Adopt a Resolution and Increase Appropriation for the Annual Regional Wastewater Facility O&M and CIP Payments to the City of San Jose by $2,027,512 (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Christian Di Renzo, Public Works Director, 408-586-2602)

Recommendation: Adopt a resolution and increase the appropriation for the Annual Wastewater Facility O&M and CIP Payments to the City of San Jose by $2,027,512.

C7. Approve an Amendment to the Professional Services Agreement with Lisa Wise Consulting, Inc. for the Comprehensive Zoning Ordinance Update (Staff Contacts: Holly Pearson, Senior Special Projects Associate, 408-609-0072; and Jay Lee, Planning Director, 408-586-3077)

Recommendation: Approve and authorize the City Manager, or designee, to execute an amendment to the professional services agreement with Lisa Wise Consulting, Inc. in the amount of $6,870 for the Comprehensive Zoning Ordinance Update project.

C8. Waive the Second Reading and Adopt Ordinance No. 38.857 to Amend Chapter 10, Section 6 of Title XI of the Milpitas Municipal Code Regarding the Establishment of the Neighborhood Commercial Mixed-Use (NCMU) Zoning District and Town Center (TC) Subdistricts, and Amend the Designation of Certain Parcels within the Zoning Map (Staff Contact: Jay Lee, Planning Director, 408-586-3077)

Recommendation: (1) Determine that the EIR Addendum and Supplemental Letter to the Addendum properly evaluate the potential environmental impacts of the proposed Zoning Amendments and are in

compliance with CEQA Guidelines §15162 and §15164, (2) Waive the second reading and adopt Ordinance No. 38.857 approving Zoning Text and Zoning Map Amendment No. ZA24-0001 amending Chapter 10, Section 6 of Title XI of the Milpitas Municipal Code regarding the establishment of the Neighborhood Commercial Mixed-Use (NCMU) Zoning District and Town Center (TC) Subdistricts; and (3) Amend the designation of certain parcels within the Zoning Map.

C9. Adopt a Resolution Designating Street Resurfacing 2025-26, Project No. 4307, to be Funded by California Senate Bill 1 - The Road Repair and Accountability Act of 2017 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Recommendation: Adopt a resolution designating Street Resurfacing 2025-2026, Project No. 4307, to be funded by California Senate Bill 1 - The Road Repair and Accountability Act of 2017.

C10. Adopt a Resolution Requesting the Allocation, Acceptance and Appropriation of Transportation Development Act Article 3 Funds for the Americans with Disabilities Act Curb Ramp Transition Program, Project No. 4283 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; Michael Silveira, City Engineer, 408-586-3303)

Recommendation: (1) Adopt a resolution requesting allocation of Transportation Development Act Article 3 Funding for the City's Americans with Disabilities Act Curb Ramp Transition Program, Project No. 4283; (2) Authorize the City Manager, or their designee, to negotiate, accept and execute grant agreements and all ancillary documents necessary to execute the respective grant agreements administered by the funding agency, Metropolitan Transportation Commission, in an amount not-to-exceed $281,351; and (3) Appropriate $281,351 into the construction phase (Phase 7) for the ADA Curb Ramp Transition Program, Project No. 4283.

C11. Adopt a Resolution to Accept the Improvements, Authorize the City Engineer to File a Notice of Completion and Issue a Notice of Final Acceptance After the One-Year Warranty, and Authorize Design Services Agreement Amendment No. 2 with MNS Engineers, Inc. for Fire Station 1 Pressure Reducing Stations Reconstruction, Project No. 7133 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Recommendation: (1) Adopt a resolution to accept improvements, (2) Authorize the City Engineer to file a Notice of Completion and issue a Notice of Final Acceptance after the one-year warranty; and (3) Approve and authorize the City Manager to execute Amendment No. 2 to the Design Services Agreement with MNS Engineers, Inc. in the amount of $99,651 for Fire Station 1 Pressure Reducing Stations Reconstruction, Project No. 7133.

C12. Adopt a Resolution to Approve Project Plans and Specifications, Award Construction Contract to VSS International, Inc. for Street Sealing Project 2024, Capital Improvement Plan (CIP) Nos. 3424, 3426, 4283, 4305 and 7118; and Approve the Budget Amendment for the Street Resurfacing Project 2023-24, CIP No. 4305 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Recommendation: Adopt a resolution to (1) Approve Project plans and specifications, (2) Authorize the City Manager, or designee, to award and execute the construction contract with VSS International, Inc. in the amount of $3,031,971.04, (3) Authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed $316,000.00 for Street Sealing Project 2024, CIP Nos. 3424, 3426, 4283, 4305 and 7118; and (4) Approve the budget amendment in the amount of $208,372.40 from the California State Bill 1 Road Maintenance and Rehabilitation Account (SB1 RMRA) for the Street Resurfacing Project 2023-24, CIP No. 4305.

C13. Adopt Resolutions Approving the Annual Engineer's Report and Declaring Intent to Levy and Collect Assessments for Landscaping and Lighting Maintenance Assessment District No. 95-1 McCarthy Ranch (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Recommendation: (1) Adopt a resolution approving the Annual Engineer's Report, (2) Adopt a resolution declaring the intent to levy and collect assessments; and (3) Provide notice of a public hearing to be held on June 3, 2025, for Landscaping and Lighting Maintenance Assessment District No. 95-1 McCarthy Ranch.

C14. Adopt Resolutions Approving the Annual Engineer's Report and Declaring Intent to Levy and Collect Assessments for Landscaping and Lighting Maintenance Assessment District No. 98-1 Sinclair Horizon (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Recommendation: (1) Adopt a resolution approving the Annual Engineer's Report; (2) Adopt a resolution declaring the intent to levy and collect assessments; and (3) Provide notice of a public hearing to be held on June 3, 2025, for Landscaping and Lighting Maintenance Assessment District No. 98-1 Sinclair Horizon.

C15. Approve and Authorize the City Manager to Execute An Amended and Restated Master Funding Agreement between the City of Milpitas and the Santa Clara Valley Transportation Authority for Bike and Pedestrian Outreach, CIP No. 4306 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Recommendation: Approve and authorize the City Manager to execute an Amended and Restated Master Funding Agreement between the City of Milpitas and the Santa Clara Valley Transportation Authority for Bike and Pedestrian Outreach, CIP No. 4306.

C16. Receive an Update on the Security Improvements at the McCarthy Ranch Sewer Lift Station (Main Lift) and Determine that the Condition Continues to Constitute an Emergency (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)

Recommendation: (1) Receive an update on the security improvements at the McCarthy Ranch Sewer Lift Station; and (2) Determine by a four-fifths vote that the condition continues to constitute an emergency.

C17. Adopt a Resolution Approving the Public Art Master Plan (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)

Recommendation: Adopt a resolution approving the Public Art Master Plan.

PUBLIC HEARINGS (7:30 PM)

Members of the public may be allotted up to three (3) minutes or less at the Mayor's discretion, to comment on any public hearing item. Applicants/Appellants and their representatives may be allotted up to a total of ten (10) minutes for opening statements and up to a total of five (5) minutes maximum for closing statements. Items requested/recommended for continuance are subject to Council's consent at the meeting.

18. Adopt a Resolution Approving the FY 2025-26 Development and Storm Impact Fee Schedule for the Transit Area Specific Plan (TASP) Impact Fee, the Calaveras Boulevard Widening Traffic Impact Fee, and the Storm Drain Fee (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

Recommendation: Adopt a resolution approving the FY 2025-26 Development and Storm Impact Fee Schedule for the Transit Area Specific Plan (TASP) Impact Fee, the Calaveras Boulevard Widening Traffic Impact Fee, and the Storm Drain Fee.

19. Introduce an Ordinance to Adopt by Reference the Mapping of Fire Hazard Severity Zones as Issued by the California Department of Forestry and Fire Protection (Staff Contact: Jason Schoonover, Fire Chief, 408-586-2811)

Recommendation: (1) Conduct a public hearing and waive the reading beyond the title; and (2) Introduce Ordinance No. 317 to adopt by reference the mapping of fire hazard severity zones, as issued by the California Department of Forestry and Fire Protection.

20. Consider a Substantial Amendment to the 2022-2025 Consolidated Plan and 2024-2025 Annual Action Plan (Staff Contact: Sarah Balcha, Acting Housing Official, 408-586-3222)

Recommendation: (1) Conduct the public hearing; (2) Approve a substantial amendment to the 2022-2025 Consolidated Plan and the 2024-2025 Annual Action Plan; and (3) Authorize the City Manager, or designee, to make any necessary changes to the Plans.

LEADERSHIP AND SUPPORT SERVICES (9:00 PM)

21. Adopt a Resolution Appointing an Acting City Attorney (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3086)

Recommendation: (1) Adopt a resolution to appoint an Acting City Attorney effective on adoption and continuing until City Council takes further action; and (2) Authorize the City Manager, or designee, to take such other actions as necessary and appropriate to carry out the purpose of this appointment, including establishment of acting pay.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS (9:30 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 (9:35 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:ccreech@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.

April 2025

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Milpitas City Council Calendar
May 2025

June 2025

S	M	T	W	T	F	S
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29	30					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 **5:30 PM**-Santa Clara VTA Board of Directors (CM) **5:30 PM**-Milpitas Chamber of Commerce Board (GB)	**2**	**3**
4	**5** **7:00 PM**-Parks, Recreation & Cultural Resources Commission (EC)	**6** **5:30 PM**-Closed Session **7:00 PM**-City Council	**7** **2:00 PM**-Santa Clara VTA Monthly Briefing - Northeast Group (CM) (Santa Clara)	**8** **4:00 PM**-Santa Clara VTA Policy Advisory Committee (EC) **4:00 PM**-Treatment Plant Advisory Committee (CM) (San Jose) **6:00 PM**-Youth Advisory Commission (HL) **7:00 PM**-Cities Assoc of SCC (CM)	**9**	**10**
11	**12** **4:30 PM**-Economic Development and Trade Commission (WL)	**13** **4:00 PM**-Milpitas HOPE	**14** **4:30 PM**-City Council Finance Subcommittee (CM/EC) **7:00 PM**-Silicon Valley Clean Energy Board of Directors (GB) (Cupertino)	**15** **6:30 PM**-Bay Area Water Supply Conserv Agency (CM) (Oak Room - San Mateo Main Library) **7:00 PM**-Public Safety and Emergency Preparedness Commission (WL)	**16**	**17**
18	**19** **7:00 PM**-Science, Technology, and Innovation Commission (WL) **7:00 PM**-Library and Education Commission (HL) (Milpitas Public Library) **7:00 PM**-Arts Commission Special Meeting	**20** **5:00 PM**-Closed Session **7:00 PM**-City Council	**21** **6:00 PM**-Energy and Environmental Sustainability Commission (EC)	**22** **4:00 PM**-Silicon Valley Regional Interoperability Authority (SVRIA) (GB)	**23**	**24**
25	**26** **Memorial Day – City Observed Holiday** **City Hall Closed**	**27**	**28** **12:00 PM**-Santa Clara Valley Water District - Water Commission (CM) **7:00 PM**-Planning Commission	**29**	**30**	**31**

SPECIAL MEETING OF THE MILPITAS CITY COUNCIL

MINUTES

WEDNESDAY, APRIL 2, 2025

The City Council of the City of Milpitas convened in a Special Meeting of the Milpitas City Council on April 2, 2025, 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 5:02 PM. Roll Call was taken by City Clerk Guzzetta.

PRESENT:	Mayor Montano, Vice Mayor Barbadillo, Councilmember Chua, Councilmember Lam, Councilmember Lien
ABSENT:	None

PLEDGE OF ALLEGIANCE

Vice Mayor Barbadillo led the pledge of allegiance.

PUBLIC FORUM

There were no public speakers.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

Acting 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. Acting 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.

READING OF THE CITY COUNCIL CODE OF CONDUCT

Councilmember Chua read the City Council Code of Conduct.

APPROVAL OF AGENDA

After discussion, motion: to approve the agenda.

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

AYES:	Mayor Montano, Vice Mayor Barbadillo, Councilmember Chua, Councilmember Lam, Councilmember Lien
NOES:	None

AGENDA ITEMS

1. Receive Staff Presentations on the Proposed FY 2025-26 Operating and FY 2026-30 Capital Improvement Program Budgets and Provide Feedback to Staff (Staff Contact: Luz Cofresí-

Howe, Finance Director, 408-586-3111; Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

City Manager Thomas made introductory remarks.

CIP Manager Eam presented the report on the Capital Improvement Program.

Council members asked questions and provided feedback on various aspects of the CIP:

Councilmember Lam inquired about the funding sources for the CIP projects. CIP Manager Eam clarified that $2.46 million comes from the general government CIP fund, while other sources include dedicated funds for specific categories like water, sewer, and streets.

Councilmember Chua asked about the urban search and rescue vehicle. Fire Chief Jason Schoonover explained that the current vehicle is 25 years old and has exceeded industry standards for replacement. He emphasized the importance of the vehicle for earthquake response and technical rescue operations.

Vice Mayor Barbadillo expressed concern about the impact of CIP expenditures on the city's structural deficit. Staff clarified that most CIP funding comes from dedicated sources and does not significantly affect the general fund deficit.

Mayor Montano inquired about various projects, including fire station improvements, public art funding, and the Technology Drive repair project. Staff provided explanations for each item.

The City Council took a break at 6:26 PM and reconvened at 6:47 PM

Finance Director Cofresí-Howe presented the report on the Preliminary Operating Budget Study Session.

Council members discussed the proposed reductions and provided feedback:

Councilmember Chua expressed concerns about cuts to community programs, such as youth scholarships, the July 4th event, and recreational swimming. She requested more information on certain items and suggested keeping some programs intact.

Vice Mayor Barbadillo questioned the long-term sustainability of the proposed cuts and asked for more detailed information on potential savings from vacant positions and contract reviews.

Councilmember Lam expressed disappointment that many of the proposed cuts directly affect residents and community services.

Mayor Montano echoed concerns about cutting community services and emphasized the need to focus on reducing costs and increasing revenues through economic development.

After discussion, the council reached a consensus on moving forward with approximately $1 million in reductions, primarily from staffing-related items. They requested staff to explore alternative options for the remaining $500,000 in reductions and to continue discussions on items like crossing guard services.

Staff agreed to provide more detailed information on contracts, vacancies, and potential revenue sources at the next budget study session

There were the following public speakers:
1. Clint Jackman

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

City Manager Ned Thomas announced that this would be his last council meeting as he is leaving his position. He thanked the council and staff for their support during his tenure.

ADJOURNMENT

Mayor Montano adjourned the meeting at 8:30 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

REGULAR MEETING OF THE MILPITAS CITY COUNCIL

MINUTES

TUESDAY, APRIL 15, 2025

The City Council of the City of Milpitas convened in a Regular Meeting of the Milpitas City Council on April 15, 2025, 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 6:01 PM. Roll Call was taken by City Clerk Guzzetta.

PRESENT:	Mayor Montano, Vice Mayor Barbadillo, Councilmember Chua, Councilmember Lam, Councilmember Lien
ABSENT:	None

Acting City Attorney Creech briefed the City Council on the Closed Session.

There were no public speakers.

The City Council adjourned to Closed Session at 6:04 PM

ADJOURN TO CLOSED SESSION

(a) PUBLIC EMPLOYEE APPOINTMENT AND HIRING

Pursuant to Government Code Section 54957(b)(1)
Employee Position: Interim City Manager

(b) CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6
Agency's Designated Representative(s): Christopher Creech, Assistant City Attorney
Employee Organization(s): Unrepresented – Interim City Manager

(c) CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6
Agency's Designated Representative(s): Matt Cano, Assistant City Manager
Employee Organization(s): Unrepresented – City Attorney

CLOSED SESSION ANNOUNCEMENT:

The City Council reconvened at 7:17 PM.

Acting City Attorney Creech reported that the City Council selected Deanna Santana as Interim City Manager (Vote: 4-1. Noes: Lien).

PLEDGE OF ALLEGIANCE

Vice Mayor Barbadillo led the pledge of allegiance.

INVOCATION

Councilmember Chua provided the invocation.

PRESENTATIONS

Mayor Montano, joined by the City Council, presented certificates to the Synopsys Championship Science Fair Winners, and proclamations in recognition of National Public Safety Telecommunicators Week, Earth Day, Arts, Culture & Creativity Month, and American Muslim Appreciation & Awareness Month.

PUBLIC FORUM

There were the following public speakers:
1. Elijah Keyes
2. Voltaire Montemayor
3. Christina Ramos
4. Sreeja Pavuluri

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

Acting 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. Acting City Attorney Creech asked the Mayor and City Councilmembers if they had any reportable campaign contributions. By roll call, there was one reportable campaign contribution. Mayor Montano disclosed receiving a $150 campaign contribution in July 2024 from Deanna Santana, who was being considered for the interim city man

READING OF THE CITY COUNCIL CODE OF CONDUCT

Vice Mayor Chua read the City Council Code of Conduct.

APPROVAL OF AGENDA

Councilmember Chua asked to hear Item 17 immediately following the Consent Calendar.

After discussion, motion: to approve the agenda, hearing Item 17 immediately following the Consent Calendar.

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

AYES:	Mayor Montano, Vice Mayor Barbadillo, Councilmember Chua, Councilmember Lam, Councilmember Lien
NOES:	None

CONSENT CALENDAR

There were no public comments.

After discussion, motion: to approve the Consent Calendar.

Motion/Second: Councilmember Lien / Vice Mayor Barbadillo
Motion carried by the following:

AYES:	Mayor Montano, Vice Mayor Barbadillo, Councilmember Chua, Councilmember Lam, Councilmember Lien
NOES:	None

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

   Received City Council Calendar of Meetings for April and May 2025.

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

   Approved City Council Special and Regular Meeting minutes of April 1, 2025.

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)**

   Received the list of items that have been requested by City Councilmembers and received consensus in previous meetings to date.

5. **Authorize and Approve Travel Request for Mayor Montano to Atlanta, GA (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

   Authorized and approved travel to Atlanta, GA for Mayor Carmen Montano, to attend the NALEO 42nd Annual Conference to be held on July 22–24, 2025, for an estimated not-to-exceed amount of $3200 budgeted under the Individual Elected Official allocation for Conferences/Meetings/ Trainings.

6. **Adopt a Resolution Releasing Unclaimed Checks with a Value Less than $15 (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

   (1) Adopted **Resolution No. 9398** releasing Unclaimed Checks with a value less than $15; and (2) Transferred a total of $308.54 in Unclaimed Checks to the General Fund.

7. **Receive and Approve the Calendar Year 2024 Controlled Equipment Annual Report (Staff Contact: Jared Hernanzez, Chief of Police, 408-586-2406)**

   Received and approved the Calendar Year 2024 Controlled Equipment Annual Report.

8. **Approve and Authorize the City Manager, or Designee, to Execute Amendment No. 1 to the Funding Agreement between the City of Milpitas and the Santa Clara Valley Transportation Authority for the Calaveras Boulevard Widening Project, CIP No. 4258 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)**

   Approved and authorized the City Manager, or designee, to execute Amendment No. 1 to the Funding Agreement between the City of Milpitas and the Santa Clara Valley Transportation Authority for the Calaveras Boulevard Widening Project, CIP No. 4258.

9. **Adopt a Resolution to Approve Project Plans and Specifications, and Award Construction Contract to GSW Construction, Inc. for the McCandless Well Facility, Project No. 7076 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)**

   (1) Adopted **Resolution No. 9399** to approve the project plans and specifications, (2) Award the construction contract to GSW Construction, Inc. in the total amount of $5,336,500, (3) Authorize the City Manager to execute the construction contract with GSW Construction, Inc.; and (4) Authorize the

Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed $800,000 for the McCandless Well Facility, Project No. 7076.

10. Approve Personnel Realignment to Meet Department Operations (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)

(1) Approved the deletion of a vacant Principal Engineer position and the addition of a Public Works Division Manager – Engineering position in the Utility Engineering Division of Public Works; and (2) Approved the deletion of a vacant Senior Public Works Lead position and the addition of a Maintenance Supervisor position in the Utility Maintenance division of Public Works. Adopted **Resolution No. 9400.**

11. Adopt a Resolution Authorizing the Purchase of a Sewer Closed Circuit Television Truck from U-Rock Utility Equipment through a Sourcewell Cooperative Purchase Agreement (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)

Adopted **Resolution No. 9401** authorizing the purchase of a sewer closed circuit television camera truck for the Public Works Department from U-Rock Utility Equipment through a Sourcewell Cooperative Purchase Agreement in an amount not-to-exceed $372,368.81.

12. Receive an Update on the Security Improvements at the McCarthy Ranch Sewer Lift Station (Main Lift) and Determine that the Condition Continues to Constitute an Emergency (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)

(1) Received an update on the security improvements at the McCarthy Ranch Sewer Lift Station; and (2) Determined by a four-fifths vote that the condition continues to constitute an emergency.

13. Consider a Fee Waiver Request from the Samuel Ayer High School Alumni Association (Staff Contact: Renee Lorentzen, Director of Recreation and Community Services, 408-586-3409)

Approved a fee waiver of $1,500 for the Samuel Ayer High School Alumni Association 25th Annual All Class Reunion Picnic at Murphy Park on September 20, 2025.

LEADERSHIP AND SUPPORT SERVICES

17. Adopt a Resolution Appointing an Interim City Manager (Staff Contact: Kelli Parmley, Human Resources Director, 408-586-3086)

Assistant City Manager Cano introduced the item.

There were the following public speakers:
1. Voltaire Montemayor
2. Reed

Councilmember Lien expressed concerns about the cost given the city's budget deficit.

After discussion, motion: to (1) Adopt **Resolution No. 9402** to appoint an Interim City Manager effective on approval and until a permanent City Manager is appointed, (2) Approve and authorize the Mayor to execute an employment agreement on behalf of the City, and (3) Authorize the Assistant City Manager or designee to take such other actions as necessary and appropriate to carry out the purpose of this appointment.

Motion/Second: Councilmember Chua / Vice Mayor Barbadillo
Motion carried by the following:
AYES: Mayor Montano, Vice Mayor Barbadillo, Councilmember Chua, Councilmember Lam
NOES: Councilmember Lien

PUBLIC HEARINGS

14. Adopt a Resolution to Amend the Site Development Permit and Approve a Density Bonus Permit to Modify the Design and Unit Configuration of a Building at 1355 California Circle (Staff Contact: Jay Lee, Planning Director, 408-586-3077)

Assistant City Manager Cano introduced the item. Senior Planner Fossati presented the report.

Mayor Montano opened the public hearing

There were the following public speakers:
1. Ashit G
2. Kiran Karadi
3. Amber Wong
4. Shalini Varma
5. Anoop Prabhu
6. Archana Bhattarai
7. Ankith G.S.
8. Venkatesh Bhattad
9. Padma
10. Vikas

Mayor Montano closed the public hearing.

Jim Sullivan from Pulte Homes provided additional details on the changes and rationale. Several members of the public spoke in opposition, citing concerns about traffic, school overcrowding, and impacts on the neighborhood.

Council members asked questions about traffic impacts, school capacity, noise, and parking. Staff and the applicant addressed these concerns, noting that environmental studies had been done previously and mitigation measures were in place. The school district had indicated they could accommodate new students.

Councilmember Chua disclosed meeting with Jim Sullivan in February. She asked questions of the applicant and staff, and clarified that this project was helping meet the city's affordable housing requirements.

Mayor Montano emphasized the need for housing that teachers and other workers could afford.

After discussion, motion: to (1) Conduct a public hearing; and (2) Adopt **Resolution No. 9403** to amend the Site Development Permit and approve a Density Bonus Permit for an apartment building at 1355 California Circle, subject to findings and conditions of approval.

Motion/Second: Councilmember Lien / Councilmember Chua
Motion carried by the following:

AYES:	Mayor Montano, Vice Mayor Barbadillo, Councilmember Chua, Councilmember Lam, Councilmember Lien
NOES:	None

15. Adopt a Resolution Approving a General Plan Amendment to Update the Town Center and Neighborhood Commercial Mixed-Use (NCMU) Descriptions and Introduce an Ordinance Approving a Zoning Amendment to Establish the NCMU District and Update the Existing Town

Center District to Create Housing Opportunity Districts (Staff Contact: Jay Lee, Planning Director, 408-586-3077)

Planning Director Lee introduced the item. Principal Planner VanHua and Consultant Chris Sensenig presented the report.

Mayor Montano opened the public hearing.

There were the following public speakers:
1. Johnny Reed
2. Sharmila Vidyadhara
3. Yaohua Li
4. Rajendra Chayapathi
5. Nilam Khacharia
6. Sanket Gandhi
7. Rahul Peravali
8. Prasad Deshpande
9. Sayar Anantapally
10. Manali Desai
11. Sushma Pac
12. Nikunj Vaidya
13. Vijay Kumar Rajendrarad
14. Chandana Rathan
15. John Love
16. Pallavi Pandit
17. Sujita
18. Kalpesh
19. John Paul Duya
20. Jelanie Duya
21. Padma
22. Pranav Bhole
23. Mahesh Patil
24. Ashit Ghovesie
25. Amber Wong
26. Shalini Varma
27. Voltaire Montemayor
28. Milan Shah
29. Member of the public

Mayor Montano closed the public hearing.

Councilmembers asked questions about traffic, school capacity, and potential development timelines. Staff explained that actual development could take years and would be subject to further review. They emphasized that not approving the plan could lead to loss of local control through "builder's remedy" provisions in state law.

After extensive discussion, the council expressed understanding of community concerns but felt the plan was necessary to maintain local control and meet state requirements.

After discussion, motion: to (1) Conduct a public hearing and determine that the EIR Addendum and Supplemental Letter to the Addendum adequately analyze the potential environmental impacts associated with the proposed General Plan and Zoning Amendments and are in compliance pursuant

to CEQA Guidelines §15162 and §15164, (2) Adopt **Resolution No. 9404** approving General Plan Text and Map Amendment No. GP24-0001 to update the Town Center (TWC) and Neighborhood Commercial Mixed-Use (NCMU) descriptions and amend the land use designation of certain parcels; and (3) Waive the first reading beyond the title and introduce **Ordinance No. 38.857** approving Zoning Text and Zoning Map Amendment No. ZA24-0001 to establish the Neighborhood Commercial Mixed-Use (NCMU-1,2,3) district and subdistricts, and update the existing Town Center (TC districts to establish the subdistricts (TC-1,2,3).

Motion/Second: Vice Mayor Barbadillo / Councilmember Lien
Motion carried by the following:

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

NOES: None

Acting City Attorney Creech announced that it was past 11:00 PM and would require a motion and vote to take up the next agenda item. Councilmember Chua made a motion: to continue past 11:00 PM. The motion was seconded by Councilmember Lien. Upon a call for the vote, there was unanimous support (Vote: 5-0).

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE

16. Receive a Presentation on the Draft Public Art Master Plan (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)

Recreation Director Lorentzen introduced the item. Consultant Amanda Golden from Designing Local Amanda presented the report.

There were the following public speakers:
1. Voltaire Montemayor
2. Member of the public
3. Member of the public

Councilmember Chua appreciated the incorporation of community feedback and praised the varied projects and themes, particularly those involving practical art installations in parks and public spaces. Vice Mayor Barbadillo highlighted the importance of art in enriching community life and was keen on seeing wide participation from local artists. Councilmember Lam was eager to see the plan implemented and looked forward to the revitalization it would bring across the community. Mayor Montano noted her previous efforts in establishing the city's art ordinance and supported expanding initiatives that promote and integrate art even further in Milpitas.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

Assistant City Manager Cano announced an upcoming community budget town hall and annual commissioners recognition event.

Council Member Chua requested bringing back the posting of colors by Boy Scouts at council meetings. There was unanimous consent in support of the item.

ADJOURNMENT

Mayor Montano adjourned the meeting at 11:29 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

as of 5/1/2025

May 20, 2025 – Regular Meeting (7:00 PM)

CLOSED SESSION

INVOCATION (Vice Mayor Barbadillo)

PRESENTATION
- Asian American, Native Hawaiian, and Pacific Islander Heritage Month (Proclamation)
- Public Works Week – May 18-24, 2025 (Proclamation)
- Employee Recognition (Certificate)

CONSENT CALENDAR
1. Receive City Council calendar for May and June 2025 (City Clerk)
2. Approve City Council meeting minutes of May 6, 2025 (City Clerk)
3. Preview list of items for June 3, 2025 (City Clerk)
4. Councilmember Request List (City Clerk)
5. Commission Appointments (City Clerk)
6. Veterans Commission Term Realignment (City Clerk)
7. 3FQ25 Financial Position (Finance)
8. Fire Hazard Severity Zone Maps - 2nd Reading (Fire)
9. Land Management System Report on Bids (Information Technology)
10. Adopt a Resolution Authorizing the Application to the HOME Investment Partnerships Program grant for $500,000 (Housing)
11. Amendment to TDG Engineering Contract for Main Street Sense of Place Plan (Planning)
12. Amendment to Ascent Contract for Gateway Plan (Planning)
13. Resolution to receive MTC TOC Policy Grant (Planning)
14. Acceptance of Improvements - Chick-fil-A Calaveras at Hillview (Public Works / Engineering)
15. CleanWater1 5-Year Sole Source Agreement (Public Works)
16. Enterprise Lease Agreement (Public Works)
17. Amendment to Agreement with Environmental Systems, Inc., for Repair of City HVAC Systems (Public Works)
18. Emergency Declaration Update - Main Sewer Lift Station Security Measures (Public Works)

PUBLIC HEARINGS
19. Variance for an attached covered deck for a hillside home (Planning)

COMMUNITY SERVICES
20. Pickleball (Recreation)

LEADERSHIP AND SUPPORT SERVICES
21. Quarterly Prioritization (City Manager)

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	Reinstate the posting of the colors by Boy Scouts at City Council Meetings	Chua	4/15/2025	This item is scheduled for consideration in the next quarterly prioritization update.
2	Revise City Council Code of Conduct language regarding the use of electronic devices.	Lam	4/1/2025	This item is scheduled for consideration in the next quarterly prioritization update.
3	Add names to the plaque at the Cesar Chavez Plaza when funding becomes available in the future	Montano	4/1/2025	This item is scheduled for consideration in the next quarterly prioritization update.
4	Develop a project management informational memo.	Barbadillo	4/1/2025	This item is scheduled for consideration in the next quarterly prioritization update.
5	Review the bingo ordinance to enhance transparency	Barbadillo	4/1/2025	This item is scheduled for consideration in the next quarterly prioritization update.
6	Create a Milpitas Community Concert Choir with city support for marketing and rehearsal space.	Chua	4/1/2025	This item is scheduled for consideration in the next quarterly prioritization update.
7	Look into adding an entertainment zone to Main Street.	Montano	3/4/2025	An update on this item will be included in the next quarterly prioritization update.
8	Staff provide a detailed analysis of overtime expenditures by department.	Barbadillo	3/4/2025	An update on this item will be included as part of the FY 25-26 Budget Process
9	Return with a hiring activity report.	Barbadillo	3/4/2025	An update on this item will be included as part of the FY 25-26 Budget Process
10	Look into a policy to require a Super Majority vote by Council for any deductions to budget reserves.	Chua	2/18/2025	An update on this item will be included in the next quarterly prioritization update.
11	Bring back a discussion regarding fentanyl-related issues	Barbadillo	2/18/2025	An update on this item will be included in the next quarterly prioritization update.
12	Feasibility study regarding a police satellite office.	Montano	2/18/2025	An update on this item will be included in the next quarterly prioritization update.

ACTIVE ITEMS

Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
13	Staff organize a job fair for City job openings	Chua	11/19/2024	An update on this item will be included in the next quarterly prioritization update.
14	Bring back a study or analysis of the permit process	Chua	11/19/2024	An update on this item will be included in the next quarterly prioritization update.
15	Invite the HR Director to a future meeting to present on hiring processes and vacancies	Lien	10/1/2024	An update on this item will be included in the next quarterly prioritization update.
16	Explore updating the city's business tax rate schedule	Chua	10/1/2024	An update on this item will be included in the next quarterly prioritization update.
17	Explore funding options for new signage following the decision to rename the Milpitas Library to the Milpitas Jose Esteves Library	Barbadillo	9/3/2024	An update on this item will be included in the next quarterly prioritization update.
18	Send a letter to Supervisory Otto Lee regarding the weeds on Montague Expressway	Montano	8/13/2024	An update on this item will be included in the next quarterly prioritization update.
19	Update the animal control ordinance to include other animals such as horses and cats	Chua	9/3/2024	An update on this item will be included in the next quarterly prioritization update.
20	Look into a property for sale on Main Street to investigate the cost and feasibility of creating a museum for downtown or Old Town Main Street as part of the revitalization efforts.	Montano	8/13/2024	An update on this item will be included in the next quarterly prioritization update.
21	Look into adopting an ordinance similar to San Jose allowing ADUs (Accessory Dwelling Units) to	Chua	8/13/2024	An update on this item will be included in the next quarterly prioritization update.
22	Conduct a traffic study on Escuela Parkway to address circulation concerns	Montano	5/7/2024	An update on this item will be included in the next quarterly prioritization update.
23	Explore the possibility of augmenting the Planning Commission stipend	Barbadillo	4/16/2024	An update on this item will be included in the next quarterly prioritization update.
24	Consideration of the 20% Low Income Below Market Rate Housing	Montano	12/5/2023	An update on this item will be included in the next quarterly prioritization update.
25	Bring back Bingo and the Tour at the Senior Center	Chua	11/7/2023	An update on this item will be included in the next quarterly prioritization update.

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:**
26	Referral for utility infrastructure cost on Main Street from Carlo to Corning Streets	Montano	10/17/2023	An update on this item will be included in the next quarterly prioritization update.
27	Main Street International Festival	Lien	10/3/2023	An update on this item will be included in the next quarterly prioritization update.
28	Pickleball Pilot Project	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
29	Main Street Infrastructure Projects	Montano	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
30	Main Street Flooding at Library	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
31	Have the City look into the possibility of a Citywide Senior Discount	Barbadillo	2/7/2023	An update on this item will be included in the next quarterly prioritization update.
32	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 on this item will be included in the next quarterly prioritization update.
33	City Manager look into implementing a workshop for small businesses on the bidding process for projects in the city	Chua	8/9/2022	An update on this item will be included in the next quarterly prioritization update.
34	Quarterly or Monthly crime statistics on Homekey Project	Chua	6/7/2022	An update on this item will be included in the next quarterly prioritization update.
35	Memorial Plaque in honor of youth skateboarder that passed away	Montano	6/7/2022	An update on this item will be included in the next quarterly prioritization update.
36	Evaluate reopening the childcare center with a non-profit organization running the center	Montano	2/1/2022	An update on this item will be included in the next quarterly prioritization update.
37	Staff to look into mural Art on Great Mall Parkway on the VTA owned Light rail pillars	Montano	11/16/2021	An update on this item will be included in the next quarterly prioritization update.
38	Have a picture of Albert Vogel Sr. put up in the Senior Center	Montano	10/19/2021	An update on this item will be included in the next quarterly prioritization update.
39	Include a bust of Maria Lemire on the Mural in front of the Senior Center	Montano	8/17/2021	An update on this item will be included in the next quarterly prioritization update.
40	Consider Community Museum and Park on Main St.	Phan	8/20/2019	Discussions with the property owner of this site are ongoing and staff is tracking returnign to council by June 2025 with an update.

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 (Contact: Mayor Carmen Montano, 408-586-3024)**
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	5/6/2024
Recommendation:	Receive recommendations from Mayor Montano and approve recommendations for appointments to City Commissions.

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.

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 provided to the Mayor for her consideration. Per Government Code 40605, in a general law city where the office of Mayor is an elective office, the Mayor with the approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided 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.

ANALYSIS:

Mayor Montano is making the following recommendations for appointment:

Arts Commission:

1. Appoint Precious Canaveral to a nonvoting student seat with an unexpired term ending October 2026.

Community Housing Commission:

1. Reappoint Armilyn Quijano to a full voting seat with an unexpired term ending January 2028.
2. Reappoint Jinky Peralta to a full voting seat with an unexpired term ending January 2028.
3. Reappoint Oscar Leon to a full voting seat with an unexpired term ending January 2028.
4. Remove Vishal Gandhi from a full voting seat with an unexpired term ending January 2026.

Library and Education Advisory Commission:

1. Promote Naga Sannidhi to a full voting seat with an unexpired term ending June 2027.

Parks, Recreation and Cultural Resources Commission:

1. Appoint Bhupendra Kumar as Alternate No. 2 with an unexpired term ending June 2026.

Science, Technology and Innovation Commission:'

1. Reappoint Aahan Shah to a nonvoting student seat with an unexpired term ending January 2028.
2. Reappoint Amrita Mukherjee to a full voting seat with an unexpired term ending January 2028.
3. Reappoint Anh Bao to a full voting seat with an unexpired term ending January 2028.
4. Reappoint Kevin Le to a full voting seat with an unexpired term ending January 2028.
5. Reappoint Ratan Choudhury to a full voting seat with an unexpired term ending January 2028.
6. Appoint Vishal Gandhi as Alternate Member No. 1 with an unexpired term ending January 2027.

Senior Advisory Commission:

1. Reappoint Barbara Jo Navarro to a full voting seat with an unexpired term ending December 2027.

Vishal Gandhi currently serves as a full voting member of the Community Housing Commission. In accordance with the Milpitas Commissioner Handbook, individuals may serve on only one commission at a time. If the City Council approves the recommended appointment to the Science, Technology and Innovation Commission as outlined in this report, the existing seat on the Community Housing Commission would be vacated effective May 7, 2025. In compliance with state law, the City Clerk will post a Notice of Unscheduled Vacancy to advertise the opening. A final appointment to fill the vacancy may not be made until at least ten working days after the notice is posted. The notice will be posted on Wednesday, May 7, 2025.

All recommended Commissioner appointments have been reviewed and confirmed by the City Clerk's office.

FISCAL IMPACT:
There is no fiscal impact associated with this item.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The action is continuing administrative or maintenance activity and is not a project pursuant to Cal. Code Regs., tit. 14, § 15378.

RECOMMENDATION:
Receive recommendations from Mayor Montano and approve recommendations for appointments to City Commissions.

ATTACHMENT(S):
(a) Commissioner Applications

From: noreply@civicplus.com
To: City Clerk
Subject: Online Form Submittal: Commission Applications
Date: Sunday, November 3, 2024 9:13:19 PM

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 / Committee Applying for:	Arts Commission
First Name	Precious
Last Name	Canaveral
Address Type	Residence
Address	[redacted]
City	[redacted]
State	[redacted]
Zip Code	[redacted]
Phone Number	[redacted]
Email Address	[redacted]
Present Employer	N/A
Other Phone	N/A
Business Address (Optional)	N/A
City	N/A
State	N/A
Zip Code	N/A
Occupation	Student
Education: If Youth	11th grade, Milpitas High School

Advisory Commission applicant, indicate your grade / school:	
College, Professional, Vocational, or other schools attended	San Jose Community College - Math Acceleration Class
Major Subject	N/A
Degree	N/A
List community organizations to which you belong or have belonged (additional information may be attached).	
Name of Organization	Milpitas High School Club Pilipinix United Student Organization (PUSO)
Member	Co-Publicist
Name of Organization	Milpitas High School Club Youth Arts Movement (YAM)
Member	Publicist
Name of Organization	Milpitas High School Club Pet and Animal Care Society (PACS)
Member	Vice-President
If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).	
Branch of Military	N/A
Officer	N/A
Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):	I am knowledgeable in art and passionate about it. I strive to take on any art-related activities because I am interested in becoming an art major in the future. So far I've become a publicist in three clubs (PUSO, Snack Attack, and YAM) in my sophomore year and plan on becoming more active in my community. I believe that I could bring a refreshing view on art and help my community more.
Upload a File	*Field not completed.*
Date	11/3/2024
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	Precious Canaveral

Email not displaying correctly? View it in your browser.

From: Jinky Peralta
To: Suzanne Guzzetta
Subject: Re: Notification of Term Expiration for City of Milpitas Commission
Date: Wednesday, December 18, 2024 3:48:56 PM

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.

Good afternoon, Susanne,

Yes, I would like to be considered for reappointment. Thank you so much!

Sincerely yours,

Jinky Peralta

On Wed, Dec 18, 2024 at 3:45 PM Suzanne Guzzetta <sguzzetta@milpitas.gov> wrote:

> Good afternoon Commissioner Peralta,
>
> Your term on the City of Milpitas Community Housing Commission as is set to expire at the end of January 2025. Pursuant to the Commissioner Handbook, you may continue to serve until a new commissioner is appointed or you are reappointed.
>
> If you would like to be considered for reappointment, please reply to this email by 1/10/2025 to indicate your interest.
>
> The Mayor is expected to make recommendations for commission appointments in late January or early February.
>
> Please let me know if you have any questions.
>
> Best Regards,
>
> Suzanne Guzzetta, CMC
> City Clerk
> Phone (408) 586-3001
> Email sguzzetta@milpitas.gov
> 455 E. Calaveras Blvd., Milpitas CA 95035
> www.milpitas.gov

From: N.V.S.Saikumar Sannidhi
To: Suzanne Guzzetta; Carmen Montano; Evelyn Chua
Subject: Library & Education Advisory Commission(LEAC) - Alternate#1 to Regular Commissioner
Date: Thursday, January 9, 2025 6:29:19 PM

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.

Hello Suzanne,

I recently heard there is a opening for Regular commissioner position in Library and Education advisory commission. I got an opportunity serve as alternate#1 with LEAC for last couple of years. I thoroughly enjoyed working with the commission and contributed to various programs held in library.

Apart from LEAC i am active board member of Mabel Mattos PTA and Milpitas Inclusive PTA. I like to continue serving milpitas community if the opportunity is given.

Mayor Montano and Evelyn chua are familiar with my contributions towards LEAC. I request their support in moving into Regular commissioner position in LEAC.

Thanks in advance
Naga Venkata Sannidhi
[redacted]

Outlook

Online Form Submittal: Commission Applications

From noreply@civicplus.com <noreply@civicplus.com>
Date Wed 4/30/2025 4:53 PM
To City Clerk <cityclerk@milpitas.gov>

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 / Committee Applying for:	Parks, Recreation and Cultural Resources Commission
First Name	Bhupendra
Last Name	Kumar
Address Type	Residence
Address	[redacted]
City	[redacted]
State	[redacted]
Zip Code	[redacted]
Phone Number	[redacted]
Email Address	[redacted]
Present Employer	JLL Inc.
Other Phone	*Field not completed.*
Business Address (Optional)	755 Sycamore Drive
City	Milpitas
State	CA
Zip Code	95035
Occupation	Stationery Engineer

Education: If Youth Advisory Commission applicant, indicate your grade / school:	Mission College Santa Clara
College, Professional, Vocational, or other schools attended	CCOC San Jose, Ferris State University MI.
Major Subject	Mechatronics (Electrical Mechanical Systems)
Degree	Certificate

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

Name of Organization	Starlite Pines Home Owners Association
Member	President
Name of Organization	International Union of Operating Engineering
Member	Member
Name of Organization	*Field not completed.*
Member	*Field not completed.*

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

Branch of Military	*Field not completed.*
Officer	*Field not completed.*
Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):	I have been a proud resident of Milpitas for 33 years and currently serve as the President of our local HOA Board. With a strong commitment to community involvement, i am eager to bring my experience and passion to the Parks, Recreation, and Cultural Resources Commission. I look forward to contributing to initiatives that enhance the quality of life and cultural vibrancy of our city.
Upload a File	*Field not completed.*
Date	4/30/2025

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	BHupendra Kumar (B. K.)

Email not displaying correctly? View it in your browser.

COMMISSION/COMMITTEE APPLYING FOR:	Science, Technology and Innovation Commission
Name	Aahan Shah
Address Type	Residence
Address	[redacted]
City	[redacted]
Postal/Zip Code	[redacted]
Mobile Number	[redacted]
E-Mail Address	[redacted]

Occupation	Student - Sophomore
College, Professional, Vocational, or other schools attended	Milpitas High School (MHS)/Grade 10

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):
Job Application: Non-Voting student member position under the Science, Technology, and Innovation Commission with the City of Milpitas.

Dear Respected Mayor and Council Members,

Since the dawn of humanity, the yearning for curiosity to create a fire intrigued by a bolt of lightning is still burning strong in modern civilization. When a question is raised, curiosity seeks an answer. Answers based on research, knowledge, and experiments result in disruptive innovation.

I am Aahan Shah, a proud incoming sophomore at Milpitas High School. I sincerely believe that unraveling the research potential at an early stage of education is the cornerstone of every technological advancement. My passion for research and science has led me to participate in and contribute to several STEM projects and science fairs, receiving recognition from my school, the society for science, and the Mayor and Council members at the City of Milpitas. My most notable awards and accomplishments include:

· 2020 Top 300 Broadcom MASTERS. Society for Science. Affiliate Fair ID: USCA07
Project Title: Olfactory Sensory Detection Device (OSDD) – A Novel Electronic Nose for Improved Transduction and Odor Localization.

· 2019 Synopsys Silicon Valley Science and Technology Championship
Project Title: Effect of Mass and Thrust on the Speed of Propeller Zipline Cable Car (Physical Science and Engineering) Honorable Mention.

· 2018 Green Ecology Officer - Leadership council at the Stanford Middle School, Grade 6.

In addition to my extensive research experience in Circuit building, Arduino, CAD, and Python coding, I am currently focused on prediction modeling using mathematical and Machine Learning (ML) algorithms.

With great enthusiasm, I would like to submit my application for the non-voting student member position under the

Science, Technology and Innovation Commission with the City of Milpitas (https://www.milpitas.gov/our-government/commission/stic/). I believe that my education, skill-set, experience, intensive training, and accomplishments make me the most qualified candidate for this position. Please see my LinkedIn profile for additional information at www.linkedin.com/in/aahan-shah-a2a2b6234.

The scientific transformation of our lives for the better is not shaped by science but by how scientists use it for societal welfare. I believe there is a huge opportunity for public school students to participate in science fairs and develop their research potential.

As science evolves, young scientists must advocate for innovations focused on the public benefit and aiding people in times of need. With this mission, I would like to take the initiative to drive awareness, encourage, and provide mentorship to our young elementary and middle school scientists. Here is an outline of the program that I would be interested in leading:

1. Facilitate multiple one-day special workshops exhibiting my past projects with prototypes. Aid guidance on how to harness and gain deeper understanding on various fields in science and technology. Provide awareness on the various prestigious science fairs such as the 2023 Synopsys Championship, Broadcom MASTERS, and 3M Young Scientist.

2. Guide students through the various stages of project development, such as project selection, preliminary research, procedures, experiment reviews, and presentations. Assist teacher with choosing projects ideas, criteria reviews, judging, board/presentation, documentation, and other required logistics to participate in competitions.

This, of course, will not be possible without your support, and I would be truly honored to volunteer for the City of Milpitas. I humbly request you to grant me this opportunity to help our community and inspire young scientists.

Please accept my gratitude for your consideration and time. I am looking forward to any further discussions on this and your response.

Sincere regards,

Aahan Shah (He/Him/His)
[redacted]

Upload a File	Job Application_Non-Voting Student Position_City of Milpitas docx
Date	Aug 19, 2022
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.	Aahan Shah

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

Outlook

Online Form Submittal: Commission Applications

From noreply@civicplus.com <noreply@civicplus.com>
Date Thu 4/17/2025 4:26 PM
To City Clerk <cityclerk@milpitas.gov>

CAUTION: EXTERNAL SENDER

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Commission Applications

Commission / Committee Applying for:	Science, Technology and Innovation Commission
First Name	Amrita
Last Name	Mukherjee
Address Type	Residence
Address	[redacted]
City	[redacted]
State	[redacted]
Zip Code	[redacted]
Phone Number	[redacted]
Email Address	[redacted]
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	Quality Director

Education: If Youth Advisory Commission applicant, indicate your grade / school:	*Field not completed.*
College, Professional, Vocational, or other schools attended	*Field not completed.*
Major Subject	*Field not completed.*
Degree	*Field not completed.*

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

Name of Organization	*Field not completed.*
Member	*Field not completed.*
Name of Organization	*Field not completed.*
Member	*Field not completed.*
Name of Organization	*Field not completed.*
Member	*Field not completed.*

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

Branch of Military	*Field not completed.*
Officer	*Field not completed.*
Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):	Ph.D. in Chemical Engineering with 8+ years of experience in the semiconductor industry as Manufacturing Lithography Process Lead, Manufacturing Quality Engineer, Manufacturing Quality Manager. • Serving as Vice-Chair on the Science & Technology Council (Advisory Body) - Milpitas City (2022- Present). • Key Skills: Quality Issue Management, Quality Management Systems, Continuous Improvement Initiatives, Cross-Functional Team Leadership, Analytical Problem Solving, Decision Making. Work
Upload a File	*Field not completed.*
Date	4/17/2025

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	Amrita Mukherjee

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Outlook

Online Form Submittal: Commission Applications

From noreply@civicplus.com <noreply@civicplus.com>
Date Wed 3/12/2025 8:06 PM
To City Clerk <cityclerk@milpitas.gov>

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Commission Applications

Commission / Committee Applying for:	Science, Technology and Innovation Commission
First Name	Ratan
Last Name	Choudhury
Address Type	Residence
Address	[redacted]
City	[redacted]
State	[redacted]
Zip Code	[redacted]
Phone Number	[redacted]
Email Address	[redacted]
Present Employer	Bay Advanced Technologies, LLC
Other Phone	408 263 2853
Business Address (Optional)	*Field not completed.*
City	Newark
State	CA
Zip Code	94560
Occupation	Engineering

Education: If Youth Advisory Commission applicant, indicate your grade / school:	M.S. Engineering
College, Professional, Vocational, or other schools attended	Rensselaer Polytechnic Institute, Troy, NY
Major Subject	Materials Engineerign
Degree	M.S.

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

Name of Organization	Science, Technology and Innovation Commission
Member	Commissioner
Name of Organization	*Field not completed.*
Member	*Field not completed.*
Name of Organization	*Field not completed.*
Member	*Field not completed.*

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

Branch of Military	*Field not completed.*
Officer	*Field not completed.*
Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):	Please see teh resume - attached.
Upload a File	R. K. Choudhury 2025.pdf
Date	3/12/2025

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	Ratan Choudhury

Email not displaying correctly? View it in your browser.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution to Increase the Appropriation for the Annual Regional Wastewater Facility O&M and CIP Payments to the City of San José by $2,027,512 (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Christian Di Renzo, Public Works Director, 408-586-2602)**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	5/6/2025
Recommendation:	Adopt a resolution and increase the appropriation for the Annual Regional Wastewater Facility O&M and CIP Payments to the City of San José by $2,027,512.

BACKGROUND:

The City conveys sewage to the San José/Santa Clara Regional Wastewater Facility (RWF) for wastewater treatment before it can be discharged into the San Francisco Bay. The RWF serves eight South Bay cities and four special districts (collectively, "Tributary Agencies"), including San José, Santa Clara, Milpitas, Cupertino Sanitary District (Cupertino), West Valley Sanitation District (Campbell, Los Gatos, Monte Sereno, and Saratoga), County Sanitation Districts 2-3 (unincorporated), and Burbank Sanitary District (unincorporated).

Jointly owned by the cities of San José and Santa Clara, the RWF is managed and operated by the City of San José Environmental Services Department. Originally constructed in 1956, the facility is reaching the end of its useful life. To address aging infrastructure and ensure long-term service reliability, the City of San José is undergoing a rehabilitation effort estimated at $2 billion, with implementation scheduled from 2010 through 2040. This project includes planning, design, and construction of capital improvements at the RWF, including water reuse facilities.

The City of San José is responsible for preparing the RWF's operations & maintenance (O&M) and Capital Improvement Program (CIP) budgets. These budgets are reviewed by the Treatment Plant Advisory Committee (TPAC) and approved by the San José City Council. Costs are allocated among participating agencies based on their contracted treatment capacity at the RWF. Each agency is responsible for its proportionate share of RWF costs, including (O&M) and CIP expenses, as well as the operation, maintenance, and capital needs of its own wastewater collection system. Agencies are also responsible for their own debt service on bonds, and for establishing and collecting sewer service and use charges, connection fees, or other related fees. The City utilizes approximately 7% of the RWF's total capacity, which equates to an estimated obligation of $140 million in long-term capital improvement costs. The City is responsible for funding its share of O&M and CIP costs to ensure continued and reliable service from the RWF.

On June 4, 2024, City Council approved and adopted the Fiscal Year 2024-2025 Operating and Capital Improvement Program (CIP) Budgets, which included funding for the City's share of the RWF O&M and CIP obligations. As part of the budget setting process for the RWF, the City of San José provides all Tributary Agencies with a notice of their respective preliminary O&M and capital contributions for the upcoming fiscal year in March. The City's final O&M and capital contributions are approved by the Treatment Plant Advisory Committee (TPAC) in May of each year. During the preparation of its preliminary Operating and CIP budgets, the City uses estimated amounts from San José's 10-year forecast as placeholders until the preliminary estimates are released in March. Typically, the City adopted O&M and CIP budget amounts are based on these preliminary estimates, due to the timing of the Milpitas' and San José's respective budget adoption processes, and the preliminary estimates and adopted budgets do not vary significantly.

ANALYSIS:
During the Fiscal Year 2024-25 budget process, the City's proposed O&M and CIP budgets for the RWF were not updated to reflect the City of San José's proposed FY2024-25 amount, resulting in a significant discrepancy from proposed to actual budgets. As a result, the Fiscal Year 2024-25 O&M and CIP budget adopted by the City Council was significantly lower than the final San José approved budgeted amounts. Going forward, City staff will work more closely with RWF on its budget development process. Factors attributing to the difference between the preliminary estimates and the adopted budget include increases in treatment costs as well as costs associated with the operation of the mechanical dewatering facility that came online this year.

As part of the Master Agreement between the City of San José/City of Santa Clara and Tributary Agencies, each agency may also receive a credit from the previous fiscal year to reconcile actual payments with expenditures, ensuring accurate cost-sharing for O&M and CIP expenses. In Fiscal Year 2024-2025, the City received credits for both O&M and CIP payments in the amount of $2,714,212. These credits are deposited back into the City's Sewer Fund, which has a sufficient balance to cover any discrepancies in the current fiscal year, as shown in the table below:

	City of Milpitas FY2024-25 Budget	RWF Proposed FY2024-25 Budget	RWF Adopted FY2024-25 Budget	RWF FY2024-25 Invoiced Actuals	Difference (Amount Due to RWF)	RWF FY2023-24 Credit Received in FY2024-25
Milpitas Share of RWF O&M	$7,568,416	$9,133,343	$9,068,172	$9,068,172	$(1,499,756)	$1,614,508
Milpitas Share of RWF CIP	$3,939,065	$3,939,065	$3,950,499	$4,466,821	$(527,756)	$1,099,704
TOTAL					**$(2,027,512)**	**$2,714,212**

Staff recommends City Council approve an increase of $2,027,512 for annual RWF O&M and CIP payments to the City of San José, subject to the appropriation of funds. Sufficient funding is available, as indicated by the FY2023-2024 credit received in FY2024-2025 to cover the difference. The City's annual contribution for the RWF O&M and CIP costs is considered in the City's five-year sewer rate study and there is sufficient fund balance to cover the updated City contribution to RWF O&M and CIP costs through the approved rate study period (ending FY 27-28).

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve an increase in appropriation for annual treatment plant O&M and CIP payments to the City of San José.

Pros: None.

Cons: It could be alleged that the City violated the terms set forth in the 1983 Master Agreement between the City of San José-Santa Clara and the Tributary Agencies.

Reason for Not Recommending: Per the 1983 Master Agreement between the City of San José/Santa Clara and the Tributary Agencies, the City is required to pay its annual share of O&M and CIP costs to the City of San José within forty-five (45) days of invoice receipt, or it may be subject to interest charges on any late or unpaid amounts.

FISCAL IMPACT:
Sufficient funding is available, as indicated by the FY2023-24 credit received in FY2024-25 to cover the difference.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
This action is exempt pursuant to CEQA Guideline 15378(b)(4) as a governmental fiscal activity which does involve any commitment to any specific project.

RECOMMENDATION:
Adopt a resolution and increase the appropriation for the Annual Wastewater Facility O&M and CIP Payments to the City of San José by $2,027,512.

ATTACHMENT(S):
(a) Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING AN INCREASE TO THE APPROPRIATION OF FUNDS FOR THE ANNUAL TREATMENT PLANT OPERATING AND MAINTENANCE AND CAPITAL IMPROVEMENT PROGRAM PAYMENTS TO THE CITY OF SAN JOSÉ

WHEREAS, the City of Milpitas pumps sewage to the San José/Santa Clara Regional Wastewater Facility (RWF), which is managed by the City of San José and serves multiple regional partners; and

WHEREAS, the RWF is jointly owned by the cities of San José and Santa Clara, with the City of San José overseeing operations. Originally constructed in 1956, the facility is undergoing a $2 billion, multi-decade rehabilitation; and

WHEREAS, each participating agency pays its share of O&M and CIP based on contracted treatment capacity. The City of Milpitas uses approximately 7% of the total capacity, which equates to an estimated $140 million in capital responsibility over the life of the rehabilitation program. The City is responsible for funding its share of operating and maintenance (O&M) and capital improvement program, (CIP) costs to ensure continued and reliable service from the RWF; and

WHEREAS, the City of Milpitas Fiscal Year 2024-25 budget underestimated the required payments for O&M and CIP in its adopted Operating and CIP budgets and

WHEREAS, under the Master Agreement between the City of San José/City of Santa Clara and Tributary Agencies, each agency may also receive a credit from the previous fiscal year to reconcile actual payments with expenditures, ensuring accurate cost-sharing for O&M and CIP expenses. In Fiscal Year 2024-25, the City received $2,714,212 in credits from Fiscal Year 2023-2024 O&M and CIP payments, which will offset this year's costs and are available in the City Sewer Fund; and

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has duly considered the full record before it, which may include but is not limited to such things as the City 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 authorizes a budget increase of $2,027,512 to cover the full payment due to the City of San José for the current fiscal year.

PASSED AND ADOPTED this day of , 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Christopher Creech, Acting City Attorney

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve an Amendment to the Professional Services Agreement with Lisa Wise Consulting, Inc. for the Comprehensive Zoning Ordinance Update (Staff Contacts: Holly Pearson, Senior Special Projects Associate, 408-609-0072; and Jay Lee, Planning Director, 408-586-3077)**
Category:	Consent Calendar-Community Development
Meeting Date:	5/6/2025
Recommendation:	Approve and authorize the City Manager, or designee, to execute an amendment to the professional services agreement with Lisa Wise Consulting, Inc. in the amount of $6,870 for the Comprehensive Zoning Ordinance Update project.

BACKGROUND:

In January 2023 the City Council approved a Professional Services Agreement with Lisa Wise Consulting, Inc. (LWC) for the Comprehensive Zoning Ordinance (CZO) Update, which was authorized as Project # 3460 in the City's Capital Improvement Program (CIP). The original contract included a not-to-exceed amount of $879,515.00 to complete the full zoning update. The CIP allocated a total of $1,000,000 for the CZO update; the funding source is community planning fees.

Work on the Comprehensive Zoning Ordinance Update began in early 2023, and the City Council approved Phase 1 of the project – the creation of new zoning districts and a citywide update of the zoning map to bring the Zoning Ordinance and map into consistency with the Milpitas 2040 General Plan – in June 2024. The second and final phase of the project – a comprehensive reorganization and modernization of the entire Zoning Ordinance, including revisions to the zoning regulations for consistency with City policy documents as well as state and federal laws – is expected to be completed by approximately September 2025.

ANALYSIS:

Section I-2-3.21 of the Milpitas Municipal Code contemplates that staff will seek out approval from Council for amendments to contracts awarded by the City Council where (a) the amount of any single amendment exceeds 10% of the contract amount approved by Council or $20,000, whichever is less, or (b) the aggregate amount of all amendments exceeds15% of the contract amount or $40,000, whichever is less. Here, while the proposed amendment is only for $6,870, the aggregate amount of all amendments exceeds $40,000, so staff is seeking Council's review of this proposed amendment.

To date, two contract amendments to add additional services and funding for the project have been approved administratively by the City Manager. The first contract amendment, in the amount of $18,440, was approved on January 22, 2024. This amendment provided for additional scope of work related to the environmental review, pursuant to the California Environmental Quality Act (CEQA), for Phase 1 of the zoning update. This additional scope of work for the CEQA analysis was necessary primarily because of unforeseen amendments to the General Plan Land Use Element and Land Use Map that were required along with the adoption of the Phase 1 Zoning Ordinance and zoning map update, to achieve legally mandated consistency between the City's General Plan and zoning. The General Plan amendments resulted in the need for additional geospatial data creation and mapping work in GIS (Geographic Information Systems), acreage analysis for each zoning district and General Plan land use designation that resulted from the map amendments, and revisions to the project description that formed the basis for the Environmental Impact Report (EIR) Addendum for Phase 1 of the CZO Update.

The second contract amendment, in the amount of $19,966, was approved on December 19, 2024. The second amendment authorized additional services related to further zoning map updates for the second phase of the CZO update. The original scope of work for the CZO Update anticipated that all required updates to the zoning map would be completed as part of Phase 1; however, as Planning staff and the consultant worked through the Phase 2 revisions to the full Zoning Ordinance, it became clear that further updates to the zoning map were necessary to remove several obsolete overlay zones that are proposed to be deleted from the code (and must therefore also be removed from the zoning map). The second contract amendment also included in-person attendance for LWC staff at the January 9, 2025 community workshop for the zoning update, and additional project management budget for LWC due to the newly added project scope.

For the current (third) proposed contract amendment in the amount of $6,870, described in Attachment A, City Council approval is required because the cumulative total of the three budget amendments exceeds the $40,000 threshold that may be approved administratively. The need for this additional funding arose recently as LWC's environmental subconsultant, FirstCarbon Solutions (FCS), proceeded with work on the EIR Addendum for Phase 2 of the CZO update project. The additional $6,870.00 is required for FCS to complete the Phase 2 EIR Addendum, as described in Attachment B. The total cost to complete environmental review for both Phase 1 and Phase 2 has exceeded the original budget due to minor unforeseen circumstances that occurred during the environmental review for the first phase, including multiple changes to the General Plan Land Use Map, with resultant changes to maps and other exhibits for the CEQA document; longer-than-expected public hearings for adoption of the Phase 1 CZO update; and additional project management time for FCS due to added project scope that was not part of the original budget.

Planning staff is therefore now requesting the City Council's approval for the additional $6,870 that is needed for FCS to complete the EIR Addendum for Phase 2 of the CZO update. The $6,870 would be added to Task 9.5 (CEQA for Comprehensive Update to the Zoning Ordinance) in LWC's original scope of work and budget. The consultant team (both LWC and FCS) have consistently performed outstanding work, with high-quality deliverables that are completed on time. With the additional requested funds, the CZO update project is expected to be successfully adopted and concluded by early Fall of 2025.

POLICY ALTERNATIVE(S)

Alternative #1: Do not approve the amendment to the Professional Services Agreement with LWC.

Pro: By relying on internal staff, the City could save on the extra $6,870 in costs associated with consultant services, allowing those funds to be re-allocated elsewhere.

Con: Planning Department staff does not currently have the specialized, technical CEQA expertise "in-house" that is necessary to complete an accurate and legally sound EIR Addendum for Phase 2 of the CZO update. In addition, relying on City staff to complete the EIR Addendum would place additional demands on the City Attorney's office that would not be possible to meet with existing staff resources.

FISCAL IMPACT:

Sufficient funding is available in CIP Project 3460, *Comprehensive Zoning Ordinance Update*, which currently has an uncommitted balance of $82,079. If the City Council approves this amendment, the remaining uncommitted balance in CIP Project 3460 will be $75,209. This recommended action would be covered in full by Fund 331 and would have no fiscal impact to the General Fund.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This action is an organizational or administrative activity of the City government that will not result in direct or indirect physical changes to the environment. This action is not a project pursuant to California Code of Regulations, Title 14, § 15378.

RECOMMENDATION:

Approve and authorize the City Manager, or designee, to execute an amendment to the professional services agreement with Lisa Wise Consulting, Inc. in the amount of $6,870 for the Comprehensive Zoning Ordinance Update project.

ATTACHMENT(S):

(a) Draft Contract Amendment No. 3
(b) Proposed Scope of Work

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH LISA WISE CONSULTING INC FOR COMPREHENSIVE ZONING ORDINANCE UPDATE

This Amendment No. 3 is entered into this day of _____, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City") and **Lisa Wise Consulting Inc.**, a California corporation (hereafter referred to as "Consultant"). City and Consultant are sometimes individually as “Party” and collectively as “Parties” in this Amendment No. 3.

RECITALS

WHEREAS, on February 17, 2023, the Parties entered into a Professional Services Agreement to provide **Comprehensive Zoning Ordinance Update** (the “Agreement”) for the amount of $879,515.00, and with a term period of February 17, 2023, to December 31, 2025; and

WHEREAS, on January 22,2024 the Parties amended the agreement to amend the scope of work with an increase in the budget of $18,440.00 to $897,955.00; and

WHEREAS, on December 19,2024 the Parties amended the agreement to amend the scope of work with an increase in the budget of $19,966.00 to $917,921.00.

WHEREAS, the Parties now desire to amend the Agreement to amend the scope of work with an increase in the budget of $6,870.00 to $924,791.00.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. 2. Compensation. is hereby amended to read as follows:

In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **Nine Hundred Twenty-Four Thousand Seven Hundred Ninety-One Dollars and Zero Cents ($924,791.00)**.

2. Exhibit B – Schedule of Charges/Payments, paragraph 2 is hereby amended to read as follows:

In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **Nine Hundred Twenty-Four Thousand Seven Hundred Ninety-One Dollars and Zero Cents ($924,791.00)**.

The following budget is hereby amended to the agreement:

Approximately $11,970 is required to complete Addendum 2. There is currently about $5,100 remaining in the budget. As such $6,870 is requested.

Task	Fee
Task 9.5.a: Draft Addendum 2	$6,400
Task 9.5.b: Final Addendum 2	$2,500
Task 9.5.c: Coordination and Management	$1,770
Task 9.5.d: Public Hearing	$1,300
Total	$11,970
Budget remaining in contract	$5,100
Total Augment Requested	$6,870

2. **Exhibit A Scope of Services** is hereby amended to include Exhibit A-2 Additional Scope of Work attached hereto.

3. All other provisions of the Agreement not amended by this Amendment No.3 shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 3
TO THE PROFESSIONAL SERVCIES AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND LISA WISE CONSULTING INC

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 as of the date first written above.

CITY OF MILPITAS
Approved By:

_____
Deanna J. Santana, Interim City Manager

_____
Date

Approved As To Form:

_____
Christopher Creech, Acting City Attorney

Approved:

_____
Luz Cofresí-Howe, Finance Director

Approved As To Content:

_____
Jay Lee, Planning Director

LISA WISE CONSULTING INC

_____
Signature

_____
Name

_____
Title

_____
Date

Exhibit A-1
Additional Scope of Work

This proposed scope and budget increase of $6,870 includes attendance at two hearings, project management, and what FCS needs to complete the addendum.

SCOPE OF WORK

Task 9.5.a: Draft Addendum 2
FCS will prepare an administrative draft Addendum to evaluate the effect of the City of Milpitas Zoning Ordinance Update Phase 2 Project.

Task 9.5.b: Final Addendum 2
The City will provide one set of consolidated comments on the Draft Addendum and FCS will address comments and make revisions as needed to prepare the Final Addendum.

Task 9.5.c: Coordination and Management
The project management task has been expended due to additional coordination time spent on project changes and advising on SB 18 and AB 52 consultation. As such, additional funds are requested for project management for Addendum 2.

Task 9.5.d: Public Hearings
Because the public hearing for Addendum 1 on June 4, 2024 was longer than anticipated, public hearing funds were expended. Additional funds are requested to attend the Planning Commission and City Council Hearings for Addendum 2.

March 24, 2025

Henry Pontarelli
Vice President
Lisa Wise Consulting, Inc. (LWC)
983 Osos Street
San Luis Obispo, CA 93401

Subject: **Scope of Work to Complete Additional Services for the Addendum to the General Plan FEIR for the City of Milpitas Zoning Ordinance Update Phase 2 Project**

Dear Henry Pontarelli:

FCS International, Inc., doing business as FirstCarbon Solutions (FCS), is pleased to provide this scope of work to complete the Addendum to the City of Milpitas General Plan Update FEIR for the City of Milpitas Zoning Ordinance Update Phase 2 Project.

As always, we are grateful to partner with the LWC and the City of Milpitas and look forward to assisting you with your ongoing environmental needs. If you have any questions, I can be reached at 415.713.5223 or at mbean@fcs-intl.com.

We look forward to your authorization for these efforts.

Sincerely,

Mary Bean

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SCOPE OF WORK

Task 9.5.a: Draft Addendum for Comprehensive Zoning Update (Phase 2)

FCS will prepare an administrative draft Addendum to evaluate the effect of the City of Milpitas Zoning Ordinance Update Phase 2 Project.

Task 9.5.b: Final Addendum for Comprehensive Zoning Update (Phase 2)

The City will provide one set of consolidated comments on the Draft Addendum and FCS will address comments and make revisions as needed to prepare the Final Addendum.

Task 9.5.c: Coordination and Management for Phase 2 Addendum

The project management task has been expended due to additional coordination time spent on project changes and advising on SB 18 and AB 52 consultation. As such, additional funds are requested for project management for Addendum 2.

Task 9.5.d: Public Hearings for Adoption of Comprehensive Zoning Update

Because the public hearing for Addendum 1 on June 4, 2024 was longer than anticipated, public hearing funds were expended. Additional funds are requested to attend the Planning Commission and City Council Hearings for Addendum 2.

COST

Approximately $11,970 is required to complete Addendum 2. There is currently about $5,100 remaining in the budget. As such $6,870 is requested.

Task	Fee
Task 9.5.a: Draft Addendum 2	$6,400
Task 9.5.b: Final Addendum 2	$2,500
Task 9.5.c: Coordination and Management	$1,770
Task 9.5.d Public Hearing	$1,300
Total	**$11,970**
Budget remaining in contract for Task 9.5	*$5,100*
Total Augment Requested	**$6,870**

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Waive the Second Reading and Adopt Ordinance No. 38.857 to Amend Chapter 10, Section 6 of Title XI of the Milpitas Municipal Code Regarding the Establishment of the Neighborhood Commercial Mixed-Use (NCMU) Zoning District and Town Center (TC) Subdistricts, and Amend the Designation of Certain Parcels within the Zoning Map (Staff Contact: Jay Lee, Planning Director, 408-586-3077)**
Category:	Consent Calendar-Community Development
Meeting Date:	5/6/2025
Recommendation:	(1) Determine that the EIR Addendum and Supplemental Letter to the Addendum properly evaluate the potential environmental impacts of the proposed Zoning Amendments and are in compliance with CEQA Guidelines §15162 and §15164; (2) Waive the second reading and adopt Ordinance No. 38.857 approving Zoning Text and Zoning Map Amendment No. ZA24-0001 amending Chapter 10, Section 6 of Title XI of the Milpitas Municipal Code regarding the establishment of the Neighborhood Commercial Mixed-Use (NCMU) Zoning District and Town Center (TC) Subdistricts; and (3) Amend the designation of certain parcels within the Zoning Map.

BACKGROUND:

This Ordinance was introduced at the City Council meeting held on April 15, 2025 to amend the Zoning Ordinance (Title XI, Chapter 10 of the Milpitas Municipal Code) and the Zoning map to create the new Neighborhood Commercial Mixed-Use (NCMU) district and Town Center (TC) subdistricts. The Ordinance is now ready for its second reading and adoption.

FISCAL IMPACT:

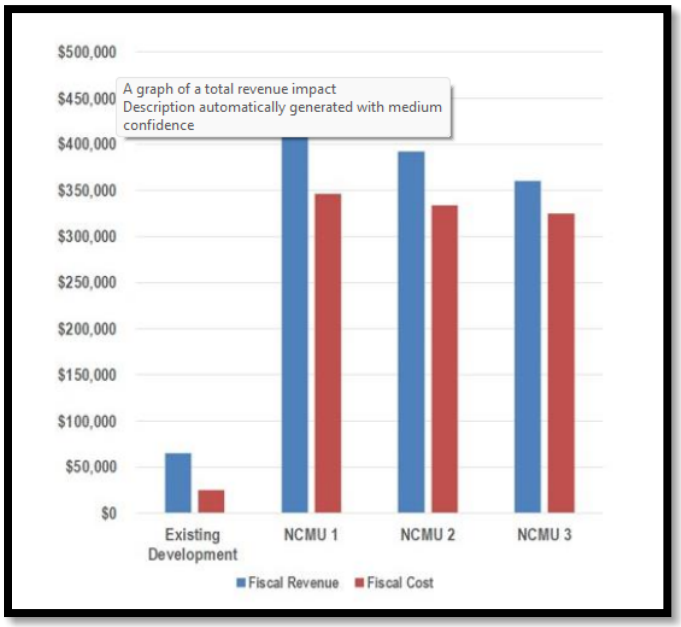
The City retained Seifel Consulting to perform a fiscal analysis regarding proposed land use changes that would allow additional residential development to occur within the TC and NCMU zones. This analysis investigates the contribution of NCMU and TC areas to the overall sales tax revenues in the City, assessing the potential impact of the zoning updates on the City's sales tax revenue. Additionally, the study analyzes a prototypical redeveloped site within the NCMU, evaluating the cost-to-revenue ratio in various NCMU scenarios to provide insights into the financial implications of such redevelopment.

The potential fiscal impact was analyzed by evaluating alternative development scenarios for a typical property in the NCMU zone because several properties within this area are currently underutilized and have vacant commercial space. The fiscal analysis evaluated what could occur if a typical property were to be redeveloped to include housing.

The key findings of the analysis are below:

- If no zoning changes are made, no redevelopment is likely as the current General Plan commercial to residential ratios are infeasible.
- Even with the implementation of a place-based strategy, which maintains a robust minimum commercial floor area requirement for much of the HODs, only small portions of the HODs are likely to redevelop in the near future.
- Projected total General Fund revenues from new development is anticipated to exceed the total fiscal costs of providing services to future residents and employees for each of the development scenarios. This analysis indicates that new infill mixed-use and residential development is likely to have a positive fiscal impact on the City of Milpitas.

Figure 1: Potential Fiscal Impact from Typical HOD Development opportunity in FY 2022-23 Constant Dollars



CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The Milpitas City Council certified an Environmental Impact report (SCH #2020070348) for the General Plan Update in 2021. The Environmental Impact Report (EIR) addressed the potential environmental effects of the planned buildout of Milpitas through the year 2040 and concluded that implementation of the General Plan would result in various levels of environmental impacts. Mitigation measures were incorporated into the EIR to reduce potential impacts from development under the General Plan.

An Addendum to the Milpitas General Plan Update Final EIR (FEIR) (March 2021, SCH #2020070348) has been prepared pursuant to CEQA Guidelines Sections 15162 and 15164, to evaluate whether the Project's environmental impacts are covered by and within the scope of the Milpitas General Plan Update FEIR.

The Addendum Evaluation details any changes in the Project, changes in circumstances under which the Project is undertaken, and/or "new information of substantial importance" that may cause one or more effects to environmental resources.

The attached Addendum substantiates and supports the City's determination that the HOD changes are within the scope of the General Plan Update FEIR, do not require subsequent action under CEQA Guidelines Section 15162, and adequately analyze potential environmental impacts in conjunction with the FEIR.

Further, although the Project has been revised from the initial Addendum, dated April 2024, Rincon Consultants, Inc. prepared a Supplemental Letter (Attachment D) and found that the proposed zoning changes and the latest revisions would result in a reduced buildout compared to the Addendum analysis. This reduction in residential units and the consistency in non-residential space reduction, specifically commercial FAR minimums and maximums, ensure that the impacts would be less significant, as previously analyzed, and similar to or reduced compared to the Addendum conclusions. Additionally, the proposed changes are consistent with the overall land use and growth projections assumed within the General Plan EIR, which has already accounted for and mitigated potential environmental impacts. Since the environmental conditions have not changed since the April 2024 Addendum, the baseline conditions for analyzing impacts remain the same. Consequently, the reduced buildout further supports the conclusion that the impacts would be less significant, and the conclusions of the Addendum remain valid.

RECOMMENDATION:

(1) Determine that the EIR Addendum and Supplemental Letter to the Addendum properly evaluate the potential environmental impacts of the proposed Zoning Amendments and are in compliance with CEQA Guidelines §15162 and §15164;
(2) Waive the second reading and adopt Ordinance No. 38.857 approving Zoning Text and Zoning Map Amendment No. ZA24-0001 amending Chapter 10, Section 6 of Title XI of the Milpitas Municipal Code regarding the establishment of the Neighborhood Commercial Mixed-Use (NCMU) Zoning District and Town Center (TC) Subdistricts; and
(3) Amend the designation of certain parcels within the Zoning Map.

ATTACHMENT(S):

(a) Ordinance No. 38.857

REGULAR

NUMBER: 38.857

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING CHAPTER 10, SECTION 6 OF TITLE XI OF THE MILPITAS MUNICIPAL CODE RELATING TO THE ESTABLISHMENT OF THE NEIGHBORHOOD COMMERCIAL MIXED-USE (NCMU) ZONING DISTRICT AND TOWN CENTER (TC) SUBDISTRICTS AND AMENDING THE ZONING MAP DESIGNATION OF CERTAIN PARCELS WITHIN THE ZONING MAP

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of April 15, 2025, upon motion by_____ and was adopted (second reading) by the City Council at its meeting of _____, upon motion by _____. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Carmen Montano, Mayor

APPROVED AS TO FORM:

_____
Christopher Creech, Acting City Attorney

RECITALS AND FINDINGS:

WHEREAS, the City of Milpitas, California (the "City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, California Government Code Section 65800 et seq. authorizes the adoption and administration of zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

WHEREAS, Section 3.03 of Chapter 10 Zoning of Title XI of the Milpitas Municipal Code, divides the City into zoning districts; and

WHEREAS, the City Council is the final authority on General Plan, Specific Plan, and Zoning amendments, including amendments to the Zoning Map; and

WHEREAS, the City wishes to amend the Zoning map and Zoning text to establish the Neighborhood Commercial Mixed-Use (NCMU-1,2,3) districts and subdistricts, update the existing Town Center (TC) districts to establish the subdistricts (TC-1,2,3) within the Zoning Text and Zoning Map, which has been initiated by this Ordinance; and

WHEREAS, on February 26, 2025, the Planning Commission held a duly-noticed public hearing on the subject application, and considered evidence presented by City staff, the applicant, and other interested parties and recommended the City Council approve the proposed amendments; and

WHEREAS, per Milpitas Municipal Code § XI-10-57.02(G)(3), the City Council likewise finds that the Zoning Code Amendment set forth herein will not adversely affect the public health, safety and welfare, in that the Project will not adversely affect the public health, safety and welfare. Additionally, an Addendum to the Milpitas General Plan Update Final EIR (March 2021, SCH #2020070348) was prepared pursuant to CEQA Guidelines Sections 15162 and 15164, to evaluate whether the Project's environmental impacts are covered by and within the scope of the Milpitas General Plan FEIR. The Addendum Evaluation details any changes in the project, changes in circumstances under which the Project is undertaken, and/or "new information of substantial importance" that may cause one or more effects to environmental resources. The Addendum substantiates and supports the City's determination that the HOD changes are within the scope of the General Plan EIR, do not require subsequent action under CEQA Guidelines Section 15162, and adequately analyze potential environmental impacts in conjunction with the EIR; and

WHEREAS, a Supplemental Letter to the Addendum was prepared in response to the Project revisions and found that the proposed the proposed changes are consistent with the overall land use and growth projections assumed within the General Plan EIR, which already accounted for and mitigated potential environmental impacts; and

WHEREAS, since the environmental conditions have not changed since the April 2024 Addendum, the baseline conditions for analyzing impacts remain the same. Consequently, the reduced buildout further supports the conclusion that the impacts would be less significant, and the conclusions of the Addendum remain valid; and

WHEREAS, on April 15, 2025, the City Council held a duly-noticed public hearing on the proposed action, and considered evidence presented by City staff and other interested parties; and

WHEREAS, the City Council finds that with the approval (by separate resolution) of General Plan Map and Text Amendment No. GP24-0001, Zoning Text, and Map Amendment No. ZA24-0001 and, the Zoning Code and the General Plan will be internally consistent; and

WHEREAS, prior to taking action on this Ordinance, the City Council has taken separate action to adopt the Housing Opportunity District Addendum to the Milpitas General Plan 2040 EIR (SCH #2020070348) and the Supplement Letter to the Addendum and impose it as a condition of project approval; and

WHEREAS, these amendments represent a comprehensive approach to addressing housing challenges while promoting sustainable and vibrant mixed-use neighborhoods in Milpitas. The Project as a pivotal strategy in addressing Milpitas' housing needs while revitalizing our commercial centers. The project aligns with the City's General Plan and Housing Element overall, emphasizing the importance of balanced land uses that meet the needs of our residents and businesses.

NOW, THEREFORE, the City Council of the City of Milpitas does ordain as follows:

SECTION 1. RECORD AND BASIS FOR ACTION

The City Council has duly considered the full record before it, which may include but is not limited to such things as the City staff report, testimony by staff and the public, and other materials and evidence submitted or provided to the City Council. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. ZONING MAP AMENDMENT FINDINGS (XI-10-57.02)

The City Council makes the following findings based on the evidence in the public record in support of Zoning Amendment No. ZA24-0001:

a. *The proposed amendment is consistent with the General Plan.*

The proposed text amendments are consistent with General Plan Policy LU 6-6, which states to encourage redevelopment and intensification of mixed-use areas by allowing standalone vertical mixed-use, or integrated horizontal mixed-use projects in mixed use areas, consistent with the Land Use Map and policies and actions included in this element. The proposed zoning adopts a place-based and flexible approach by establishing three distinct NCMU zones (NCMU1, NCMU2, and NCMU3) and three TC zones (TC1, TC2, and TC3). These zones consider factors such as parcel size, location, current use, and future potential. Each zone permits increased residential density and a reduced minimum non-residential FAR, promoting versatility in development. The Housing Element supports this change with Policy HE 3.7: support the adaptive reuse, renovation, conversion, or redevelopment of economically underutilized properties or buildings for residential or mixed-use development. This is further supported by the General Plan's proposed text updates associated with this Project to ensure consistency between the Zoning Text and the General Plan. The Project is specifically consistent with General Plan Policy LU 6-5, which states to promote reinvestment in strip commercial and shopping centers and maintain, revitalize, and redevelop aging and underperforming centers. The proposed map amendments are consistent with the text amendments and the General Plan because the proposed map changes to the identified parcels, zoned Town Center (TC) and Neighborhood Commercial Mixed Use (NCMU), are also implementing the existing General Plan land use designations. Furthermore, the proposed amendments introduce specific development standards related to permitted uses, parking, and

open space, which are intended to implement the General Plan vision for the NCMU and TWC designations.

b. The proposed amendment will not adversely affect the public health, safety and welfare.

The proposed text and map amendment are found to have no adverse effects on the public health, safety, and welfare. The amendments are designed to enhance the efficiency and effectiveness of the City's zoning regulations, ensuring that they remain current and responsive to changing community needs. The amendments have been carefully reviewed and analyzed to assess their potential impacts on public health, safety, and welfare. This analysis has been done through a place-based approach sensitive to the needs and circumstances of the areas that will be rezoned. These areas have been selected as being capable of supporting this development, and development standards have been selected that are specific to this area and its circumstances. As confirmed by the Addendum to the Milpitas General Plan Update Final EIR and the Supplemental Letter to the Addendum, traffic, environmental impacts, access to essential services, and community well-being will not be impacted in a manner that would significantly affect public health, safety, and welfare. Also, the City retains authority through discretionary approvals to address project-specific health, safety, and welfare concerns.

SECTION 3. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 6.0

Title XI, Chapter 10, Section 6 Mixed Use Zones and Standards is hereby amended to read as follows:

Section 6 Mixed Use Zones and Standards

XI-10-6.01 Purpose and Intent

A. Mixed Use ("MXD") Zoning District. The purpose of the MXD zoning district is to encourage a compatible mix of residential, retail, entertainment, office and commercial service uses within the framework of a pedestrian-oriented streetscape. It is intended that the residential and commercial use allowed in the "MXD" District combine to provide for an "around-the-clock-environment" with urban open areas (i.e. plazas, squares) that serve multiple purposes and can be used for special events.

B. High Density Mixed Use ("MXD2") Zoning District. The purpose of the MXD2 zoning district is to encourage a mix of retail, restaurant, entertainment, and commercial service uses on the ground floor with residential or office uses on the floors above while maintaining a pedestrian-oriented streetscape. It is intended that the retail or restaurant space required will ensure neighborhood-oriented retail and services are provided within walking distance of high density residential development.

C. Very High Density Mixed Use ("MXD3") Zoning District. The purpose of the MXD3 zoning district is to provide very-high density housing, retail and employment uses.

D. Neighborhood Commercial Mixed Use (“NCMU”) Zoning District. The purpose of the NCMU zoning district is to encourage a compatible mix of residential, retail, entertainment, office, and commercial uses. It is intended that the neighborhood-serving active uses such as grocery stores, retail, restaurants, and personal services at key locations on the ground level will help create a pedestrian oriented streetscape and public spaces. The NCMU Zoning District is subdivided into three subdistricts:

1. NCMU1 allows commercial or mixed-use development the primary function as a commercial center to provide goods and services to the immediate neighborhood. The mix of uses may be vertical or horizontal.

2. NCMU2 allows commercial or mixed-use development with some active commercial storefronts along the street frontages.

3. NCMU3 allows commercial, mixed use, or residential only development with no minimum commercial FAR. NCMU3 includes parcels that are less suitable for commercial use, such as those located on secondary streets, lacking street frontages, or adjacent to residential zones.

E. Town Center (TC) Zone. The purpose and intent of this zone is to provide for an area that supports a wide range of administrative, business, entertainment, dining, and cultural activities along with some residential uses in the geographic center of the City to suit the varying lifestyles of residents and visitors alike. The area is easily accessible via the City's transportation network. The TC Zoning District is subdivided into three subdistricts:

1. TC1 allows commercial or mixed-use development with the primary function as a commercial center to provide goods and services to the immediate neighborhood and larger community. The mix of uses may be vertical or horizontal.

2. TC2 allows commercial or mixed-use development with active commercial storefronts along the street frontages.

3. TC3 allows commercial, mixed-use or residential only development with no minimum commercial FAR. TC 3 includes parcels that are less suitable for retail uses, such as those located on secondary streets, lacking street frontages, or adjacent to residential zones.

XI-10-6.02 Mixed Use Regulations

A. Permitted and Conditionally Permitted Uses.

1. Primary uses. The uses identified in Table 6.02-1, Mixed Use Zone Uses, shall be the primary uses allowed to occur on a property. All uses except for those noted shall be conducted within enclosed structures. The primary uses identified in Table 6.02-1 shall be permitted or conditionally permitted, as indicated:

P	Where the symbol "P" appears, the use shall be permitted.
MCS	Where the symbol "MCS" appears, the use shall be permitted subject to the issuance of a Minor Conditional Use Permit by staff, in accordance with Section 57.04, Conditional Use Permits and Minor Conditional Use Permits, of this chapter.
P/C	Where the symbol "P/C" appears the use may be permitted if certain criteria is met or otherwise a Conditional Use Permit shall be required, in accordance with Section XI-10-57.04, Conditional Use Permits, of this Chapter.
C	Where the symbol "C" appears, the use shall be permitted subject to the issuance of a Conditional Use Permit, in accordance with Section 57.04, Conditional Use Permits and Minor Conditional Use Permits, of this chapter.
MC	Where the symbol "MC" appears, the use shall be permitted subject to the issuance of a Minor Conditional Use Permit, in accordance with Section 57.04, Conditional Use Permits and Minor Conditional Use Permits, of this chapter.
O	Where the symbol "O" appears, the use is subject to an alternative review process described in a subsequent footnote.

2. Accessory Uses.

a. Massage Services. Massage services may be allowed as an accessory use to any permitted or conditionally permitted medical office, medical clinic, chiropractor practice, acupuncture practice, physical therapist, fitness and athletic facility, health care facility (such as hospitals, nursing homes and sanitariums), and accredited school, college, and university. Massage services, limited to massage of the head, neck, shoulders, hands and feet may be allowed as an accessory use to any permitted or conditionally permitted beauty salon, barbershop, and healing art practices. This section shall not exempt any person or business from complying with all the provisions of Title III, Chapter 6.

B. Prohibited Uses. The following uses are prohibited:

1. Uses where the symbol "NP" appears within Table 6.02-1.

2. The following uses are not permitted in any mixed use zone:

a. Adult Businesses as defined in Subsection 13.04, Adult Businesses, of this Chapter.

b. Disinfecting and extermination business.

c. Ground level residential in the Ground Level Commercial Area as shown on the Midtown Specific Plan Land Use Map, Figure 3.1 and Zoning Map.

d. Outdoor storage of vehicles.

e. Private self-storage facilities

f. Single family detached dwellings

g. Two family dwelling units

C. Other Uses. Any other uses may be considered by the Planning Commission that are similar in accordance with the procedure, prescribed in Subsection 10-54.02, Other Uses Permitted by Commission, of this Chapter.

Table XI-10-6.02-1
Mixed Use Zone Uses

Use	MXD	MXD2		MXD3	NCMU1,2,3	TC1,2,3
		Ground Level (Facing Retail street)	Upper Floor			
1. Commercial Uses						
Alcohol beverage sales	C	C	C	C	C	C
Business support services[1]	P/NP[2]	P/NP[2]	NP	P/NP[2]	P/NP[2]	MC
Grocery stores (supermarkets)[3]	C	C	C	C	P	P
Pawnshops[4]	C	C	C	C	NP	NP
Personal services[1, 5]	P	P	P	P	P	P
Pet shops	C	NP	NP	NP	NP	P
Repair and cleaning shop, small items[1]	P	P	P	MC	MC	P

Retail stores, general merchandise[6]	P	P	MCS	MCS	P	P
Thrift shops (used merchandise)						
Retail	P	P	P	P	P	P
With collections	C	C	C	C	C	NP
Drive Through Uses	NP	NP	NP	NP	NP	C
2. Entertainment and Recreation						
Commercial athletic facilities	P	P	P	P	MCS in NCMU1	P
"Theaters (Indoor)"						
Recreation or entertainment facility	C	C	C	C	NP	C
3. Health and Veterinarian Uses						
Animal grooming (no boarding)	P	P	NP	P	NP	P
Hospitals or sanitariums[7]	C	C	C	C	NP	C
Massage establishment [8]	MC	MC	MC	MC	MC	MC
Massage establishment, accessory [8]	MCS	MCS	MCS	MCS	MCS	MCS
Medical or dental offices and clinics	P	NP	P	P	P (upper floors) MCS (ground floor)	P
Medical support laboratories	P	P	P	P	NP	C
Optician and optometrist shop	P	P	P	P	P (upper floors) MCS (ground floor)	P
Pharmacy or drug store	P	P	P	P	P	P
Veterinarian clinic	P	P	P	P	NP	P
4. Lodging						
Bed and breakfast	P	P	NP	NP	NP	NP
Boarding houses (3 or more persons)	C	C	C	C	C	C
Group dwellings	C	C	C	C	C	C
Hotels	C	P	P	P	C	P
Motels	C	C	C	C	NP	NP
5. Professional Offices, Financial Institutions and Related Uses						
Financial institutions (banks, savings and loans, etc.)	MCS	NP	MCS	P	P	P
Offices, business and professional[6]	MCS	NP	MCS	P	C	P
6. Public/Quasi Public and Assembly Uses						
Child care						
Child care center	C	P	C	P	C	C
Day care school	C	C	C	C	C	C
Large family child care home	P	P	C	P	P	P

Small family child care home	P	P	P	P	P	P
Instruction						
Group[6]	P	NP	NP	NP	P	P
Private	P	P	P	P	P	P
Park, playground or community center[10]	O	O	O	O	O	O
Places of assembly[7]	C	C	C	C	C	C
Public utilities	C	C	C	C	C	C
Schools, private (elementary, middle and high)[5]	C	C	C	C	C	C
Theaters (Indoor)	C	C	C	C	NP	C
Trade and vocational schools[7]	C	C	C	C	NP	C
Transportation facilities[4]	C	C	C	C	NP	C
7. Residential Uses						
Multi-family housing[11]	P	NP[12]	P	P	P[12]	P
Transitional and supportive housing[11]	P	NP[12]	P	P	P[12]	P
Accessory Dwelling Unit[14]	P	NP	P	P	P	P
8. Restaurants or Food Service						
Bar or nightclub	C[15]	C[15]	C	C[15]	C[15]	C
Brewery/Eateries	MCS	MCS	NP	MCS	MCS	MCS
Catering establishments	C	C	C	C	NP	P
Restaurants[4]	P/C	P/C	NP	P/C	P/C	P
With music (indoor/outdoor)	P[15]	P[15]	NP	P[15]	P[15]	P
With other live entertainment/dancing	C	C	NP	C	C	C
Mobile Food Vending (individual vehicle)[16]	P	P	NP	P	P	P
Mobile Food Park[16]	MC	NP	NP	MC	NP	MC
Commissary	MC	NP	NP	MC	NP	MC
9. Unclassified Uses						
Artisan Studios & Live-work units, woodworking or glassworking, plumbing or metalworking and sign shops[4]	MCS	MCS	MCS	MCS	MCS	MCS
Lobbies and entries for upper floor uses	P	P	NP	P	P	P
Model home complex[17]	P	P	P	P	P	P
Mixed use developments[18]	P	P	P	P	P	P
Planned Unit Development[19]	P	P	P	P	P	P
Temporary seasonal sales[20]	P	P	P	P	P	P
Short-Term Rentals[21]	P	NP	P	P	P	P
10. Vehicle-Related Repair, Sales and Services						
Auto sales and rental[22]	C	C	C	C	NP	NP
Auto broker (wholesale, no vehicles on site)[4]	MCS	MCS	MCS	MCS	NP	MCS
Vehicle service uses[23]	C	NP	NP	C	NP	C

[1] Refer to Subsection XI-10-6.02-1(B), Performance standards for certain uses, of this Chapter, for standards.

[2] Copy/quick-printing shops and mailbox rental facilities shall be permitted in all MXD, MXD2 (Ground Floor), MXD3, and all NCMU zones. All other uses classified as Business Support Services shall not be permitted in these zones.

[3] Grocery stores with floor area up to 15,000 square feet are permitted. Grocery stores exceeding 15,000 square feet may be permitted subject to the approval of a Conditional Use Permit pursuant to Subsection XI-10-57.04 of this Chapter.

[4] Refer to Subsection XI-10-6.02-1, Special Uses, of this Chapter, for standards.

[5]When located on the ground floor, retail sales of products related to the Personal Services provided shall be offered at the front of the premises near the pedestrian entrance and shall comprise at least 10 percent of the floor area of the business establishment.

[6] Refer to Subsection XI-10-6.02-1(B) Performance standards for certain uses, of this Chapter.

[7] Refer to Subsection XI-10-6.02-2, Quasi-Public Uses, of this Chapter, for standards.

[8]Massage establishments are subject to Title III, Chapter 6 of the Milpitas Municipal Code and Subsection XI-10-13.16 of this title. Refer to Subsection XI-10-13.16, of this Title, for special provisions for massage establishments.

[9] Reserved

[10] For parks, playgrounds or community center owned and operated by a government agency or a nonprofit community organization.

[11] Ground level residential is prohibited in the Ground Level Commercial Area as shown on the Midtown Specific Plan Land Use Map, Figure 3.1.

[12] Uses serving upper-floor residential uses, such as common gathering space, lobby, and resident services, may be allowed as ground floor uses where residential uses would otherwise not be permitted.

[14]Only allowed within multi-family dwellings, subject to the requirements of Subsection XI-10-13.08, Accessory Dwelling Units, of this Chapter.

[15] Indoor or outdoor music is permitted as an accessory use on the same parcel in conjunction with a restaurant or bar that is a principal permitted use or approved conditional use in the MXD, MXD2, MXD3, and NCMU zones. See also Subsection XI-10-6.06(B) for additional regulations.

[16]Refer to Subsection XI-10-13.18, Mobile Food Vending, of this Chapter.

[17]Refer to Subsection XI-10-13.11(E), Model Home Complexes and Sales Offices, of this Chapter for temporary tract offices.

[18]Which include only permitted uses.

[19]Refer to Section XI-10-54.07, Planned Unit Developments, of this Chapter, for standards.

[20]Refer to Section XI-10-13.11(D), Temporary Seasonal Sales, of this Chapter.

[21]Only allowed within a dwelling unit, subject to the requirements of Subsection XI-10-13.17, Short-Term Rentals, of this Chapter.

[22]New and used auto, recreational vehicle and boat sales, excluding commercial vehicles, trucks, buses, vans, and farm equipment, with accessory repairs and services, only allowed if fully enclosed within a building. Bicycle and auto rental agency, excluding commercial vehicles, trucks, buses, vans, boats and RV rentals, only if fully enclosed within a building.

[23]Refer to Subsection XI-10-6.02-2, Special Uses, of this Chapter, for standards. Service stations shall follow the "General development policy: Gasoline service stations, and automotive service centers" adopted by the City Council on December 19, 1995.

6.02-1 Mixed Use Zone Special Uses

A. Special Uses within all MXD zones. Certain uses noted in Table 6.02-1, Mixed Use Zone Uses may be allowed through the approval of a Conditional Use Permit and Minor Conditional Use Permits, in accordance with Subsection 57.04, Conditional Use Permits, of this Chapter, if they are not located within one thousand (1,000) feet of another same use listed below. This distance shall be measured from the property line of the parcel where such use is located.

   1. Auto service uses, including but not limited to: gasoline service stations, car washes, tire shops, towing without vehicle storage and auto repair shops of all kinds, radiators, paint, body, glass, brakes, upholstery, and other similar types.

   2. Local transportation service facilities (e.g. taxi, parcel service, ambulance, armored car, and van storage) without outdoor storage of vehicles.

   3. Pawnshops.

B. Performance Standards for Certain Uses. For uses requiring approval of a Minor Conditional Use Permit by staff, in accordance with Section XI-10-57.04, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter, the following performance standards below shall be met.

   1. Auto Brokers. Auto Brokers may be permitted by right if the following standards are met:

      a. Local Sales and Use Tax. In order to assist the City of Milpitas in its efforts to receive direct distribution of the local tax on materials associated with the project, the California Sales and Use Tax (the "Local Tax") shall be allocated to the project site, to the extent reasonably possible. Evidence of tax allocation or cause as to why such allocation cannot be made shall be submitted at the time of business license submittal.

   2. Auto Service Uses. Auto Service uses shall comply with the following standards:

      a. All operations shall be conducted completely within an enclosed building.

      b. Entrances to the service bays shall not be open to the street but shall be designed to face the rear or interior side property line.

   3. Artisans, Plumbing, Metalworking, Sign Shops and Woodworking or glass working shops. These uses shall comply with the following standards:

      a. All operations shall be conducted completely within an enclosed building.

      b. There shall be no dust, fume, or odor either emitted from the premise.

      c. The operations shall not create excessive vibrations.

      d. The operations shall be consistent with the City's noise standards.

e. Plumbing, metalworking, sign shops, woodworking or glass working shops shall not be closer than 1,000 feet of another same use measured from the property line.

4. Personal Services, Business Support Services, and Repair and Cleaning-Small Items uses shall comply with the following:

   a. When located within the MXD zone:

      i. Located in the area designated for ground floor retail and are less than or equal to ten thousand (10,000) square feet in gross floor area;

      ii. Located in the areas not designated for ground floor retail and are less than or equal to fifty thousand (50,000) square feet in gross floor area.

   b. When located within the MXD2 and MXD3 zones they are less than or equal to fifty thousand (50,000) square feet in gross floor area;

   c. They are not open past 10:00 p.m.;

   d. They are not specifically noted in Table 6.02-1, Mixed Use Zone Uses, of this chapter, requiring Conditional Use Permit approval or listed as a prohibited use;

   e. They are not listed as a prohibited use in Section 10-6.02 (B), Prohibited Uses, of this Chapter.

   If items a through c above are not met, then approval of a Conditional Use Permit is required in accordance with Subsection 57.04, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter. Exceptions to the requirement for a Conditional Use Permit for such uses may be granted at the discretion of the Planning Director on a case-by-case basis, based upon a review of site-specific conditions.

5. Group Instruction uses shall comply with the following standards:

   a. No loitering shall be permitted before or after any classes or sessions.

6. Restaurants may be permitted provided:

   a. They have only ancillary on-premise consumption of beer and wine associated with food sales;

   b. They have no separate bar area;

   c. When located within the MXD2 and MXD3 zones they are located on the ground floor facing a public street designated as a retail mixed use street; and

   d. They conform to the performance standards listed in this subsection (e) below.

   If items (a) through (c) above are not met, then approval of a Conditional Use Permit is required in accordance with Section 57, of this Chapter.

   e. Restaurant Performance Standards. Restaurants shall comply with the following performance standards:

      i. Seating shall not exceed that which the amount of parking allocated for the restaurant space would allow. A sign measuring at least one (1) foot by one (1) foot, with a lettering height of at least three (3) inches, shall be placed in a conspicuous location near the restaurant front entrance stating the maximum total seating allowed. Outdoor seating is allowed if it has been approved as part of the facility's

Minor Site Development Permit or Site Development Permit and is operated in conformance with any conditions of that approval.

ii. The restaurant shall comply with the City Council's Guidelines for Recycling Enclosures (Resolution No. 6296).

iii. The restaurant shall incorporate measures to reduce odors to acceptable levels, including, but not limited to, installation of a scrubber, carbon filter or similar equipment, on the roof vent to control odors.

iv. All the facility's floor drains, trash compactors and indoor mat and equipment washing areas shall be drained to the sanitary sewer.

v. Where applicable, the restaurant shall maintain an active account with a tallow hauling company.

vi. The restaurant shall prepare and implement a program assigning restaurant staff responsibility for complying with the following guidelines which shall be adhered to while the restaurant is in operation:

1) Wash all containers and equipment in the kitchen areas so that wash water may drain into the sanitary sewer.

2) Keep garbage dumpsters clean inside and out; replace very dirty dumpsters with new, clean ones.

3) Double bag waste to prevent leaking.

4) Place, do not drop or throw, waste-filled bags, to prevent leaking.

5) Keep the ground under and around the garbage dumpsters swept.

6) Sprinkle the ground lightly after sweeping with a mixture of water and a little bleach.

7) Hold training sessions to instruct employees on the proper procedures in the handling and disposal of food items; the general maintenance and use of the compactor and any other procedures that would assist the business in complying with all State and local health and sanitation standards. A record of such training must be kept to prove compliance with this requirement.

8) Post signs (in English and multi-lingual) inside the premises for all employees identifying procedures for food delivery and garbage disposal.

9) All garbage bins shall be stored in the garbage enclosure except for the twelve (12) hours immediately before and after garbage collection.

7. Retail and Offices shall comply with the following:

a. When located within the MXD zone:

i. Located in the area designated for ground floor retail and are less than or equal to ten thousand (10,000) square feet in gross floor area;

ii. Located in the areas not designated for ground floor retail and are less than or equal to fifty thousand (50,000) square feet in gross floor area.

b. When located within the MXD2 and MXD3 zones they are less than or equal to fifty thousand (50,000) square feet in gross floor area; d. They are not open past 10:00 p.m.;

e. They are not specifically noted in Table 6.02-1, Mixed Use Zone Uses, of this Chapter, requiring Conditional Use Permit approval or listed as a prohibited use; and

f. They are not listed as a prohibited use in Section 10-6.02 (B), Prohibited Uses, of this Chapter.

If items a through c above are not met, then approval of a Conditional Use Permit is required in accordance with Section 57, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter.

C. Mixed Use and Residential-Only Development Projects in the NCMU and TC zones.

1. Mixed use developments in the NCMU and TC zones shall provide commercial or active spaces designed to accommodate neighborhood-serving commercial uses at the ground level, and may include residential units. A proposed project in NCMU1, NCMU2, TC1, and TC2 shall include a minimum non-residential component in full compliance with the requirements of its zoning district as defined in section 11-10-6.04 Mixed Use Zone General Development Standards.

2. 100% affordable developments in NCMU1, NCMU2, TC1, and TC2 are exempt from the minimum non-residential requirement.

a. 100 percent of the residential units must be affordable to low-income (earning up to 80 percent of area median income) and/or very low income (earning up to 50 percent of area median income) households, as defined by the U.S. Department of Housing and Urban Development.

b. Affordability requirements shall be administered through a deed restriction, such as a restrictive covenant or other legally enforceable recorded instrument, for a minimum term of 55 years.

6.02-2 Quasi-Public Uses within MXD, NCMU, and TC Zones

A. Churches and religious institutions are permitted in any location within the MXD, NCMU, and TC Zones.

B. The following quasi-public uses may be permitted within the MXD zones provided their location is first approved by the Planning Commission, in accordance with Subsection 57.04, Conditional Use Permits and Minor Conditional Use Permits, of this Chapter, and they are not located within 1,000 feet of the parcel boundary of another quasi-public use listed below. This distance shall be measured from the property line of the parcel where such use is located.

1. Places of meeting or assembly, such as auditoriums, banquet halls, and fraternal or union halls.
2. Hospitals or sanitariums.

3. Private elementary, middle or high schools.

4. Vocational schools, if not found objectionable due to noise, odor, vibration or other similar health, safety and welfare basis.

XI-10-6.03 Affordable Housing

Affordable housing units should be provided in all new housing projects. Except as provided in Subsection XI-10-6.02-1(C)(2), while twenty percent (20%) is the minimum goal, affordable unit requirements will be determined on a project by project basis, taking into consideration the size and location of the project, the type of housing unit, proximity to transit and the mix of affordable units in the vicinity.

XI-10-6.04 Mixed Use Zone General Development Standards

A. Standards within Specific Plan Areas. For properties located within a Specific Plan, refer to the Specific Plan for development standards. When a standard is not listed within the Specific Plan, the standards listed within the zoning ordinance shall govern.

B. General Standards. The following minimum requirements shall be observed. The minimum requirement shall be one of the following for the district classification as designated on the zoning map.

Table XI-10-6.04-1
Mixed Use Zone Development Standards

Standards	MXD	MXD2	MXD3
Non-residential lot area minimum	Individual sites shall be of such size that all space requirements provided in this section are satisfied.	Individual sites shall be of such size that all space requirements provided in this section are satisfied.	Individual sites shall be of such size that all space requirements provided in this section are satisfied.
Density, Minimum-Maximum Residential (Dwellings)[1]	21 min. 30 max. per gross acre. For additional standards refer to Section 6.04(C), Multi-Family Residential Density within the MXD, MXD2 and MXD3 zones	31 min. 40 max. per gross acre. For additional standards refer to Section 6.04(C), Multi-Family Residential Density within the MXD, MXD2 and MXD3 zones.	41 min. 60 max. per gross. For additional standards refer to Section 6.04(C), Multi-Family Residential Density within the MXD, MXD2 and MXD3 zones.
Front and Street-Side Yard Setback, Minimum	Refer to Section 6.04(D), Front and Street-Side Yard Setbacks.	Refer to Section 6.04(D), Front and Street-Side Yard Setbacks.	12 ft. min. 20 ft. max. For additional standards refer to Section 6.04(D), Front and Street-Side Yard Setbacks, of this chapter.
Interior-Side Yard Setback, Minimum[2]	Ground Level Commercial Area: 0 ft. All other areas: 10 ft.	0 ft. Except when abutting residential use and for portions of buildings over 60 ft. or four stories tall, where the interior side yards shall be a minimum of 10 ft.	10 ft. 15 ft. when abutting residential. 20 ft. for portions of buildings over 60 ft. or four stories tall.
Rear Yard Setback, Minimum[3]	10 ft.	10 ft. 15 ft. when abutting residential 20 ft. for portions of	15 ft. 20 ft. when abutting residential 30 ft. for portions of

		buildings over 60 ft. or four stories tall.	buildings over 60 ft. or four stories tall.
Floor Area Ratio, Non-Residential and Mixed Use projects	For buildings and portions thereof: .75 max.	1.5 max. Refer to Section 6.04(E), Floor Area Ratio, Non-Residential.	2.0 max. Refer to Section 6.04(E), Floor Area Ratio, Non-Residential.
Commercial Area, Minimum	Not Applicable	200 sq. ft. of retail, restaurant, or pedestrian-oriented commercial service uses, allowed in Table 6-02-1, Mixed Use Zone Uses, must be provided for every unit, using the minimum density.	Not Applicable
Building Height[4]	Principal building: 3 stories and 45 ft.	Principal building: 6 stories or 75 ft. Principal buildings with frontage along Great Mall Parkway: 12 Stories or 150 ft. Greater height, up to 20 stories may be allowed through the approval of a Conditional Use Permit.	Principal buildings: 12 stories or 150 ft. Greater height, up to 20 stories may be allowed through the approval of a Conditional Use Permit.
Landscaping	Refer to Section 6.04(G), Landscaping.	Refer to Section 6.04(G), Landscaping.	Refer to Section 6.04(G), Landscaping.
Parking	Refer to Section 53, Off Street Parking Regulations, of this Chapter.	Refer to Section 53, Off Street Parking Regulations, of this Chapter.	Refer to Section 53, Off Street Parking Regulations, of this Chapter.

[1] For MXD3 properties, density may be averaged over contiguous parcels.

[2] To mitigate the effects of adjacent service commercial or light industrial uses, increased setbacks and other measures, such as solid six-foot fence or masonry wall, shall be considered on a case by case basis by the Planning Commission during the Site Development Permit process, taking into consideration the nature of adjacent uses.

[3] See Note 2 above.

[4] Within the MXD zone, special architectural features, such as towers or corner elements may be up to 55 ft.

Table XI-10-6.04-2
NCMU Zone Development Standards

Standards	NCMU1	NCMU2	NCMU3
Lot area minimum	None	None	None

Density, Minimum-Maximum Residential (Dwellings)[1]	Maximum: 60 du/ac	Maximum: 60 du/ac	Minimum: 30 du/ac Maximum: 60 du/ac
Front and Street-Side Yard Setback, Minimum	10' Residential 0' Commercial	10' Residential 0' Commercial	10' Residential 0' Commercial
Interior-Side Yard Setback, Minimum[2]	For residential only and mixed-use developments: 10 ft. For all other non-residential developments: None required On lots abutting a single-family residential zone: 25 ft.	For residential only and mixed-use developments: 10 ft. For all other non-residential developments: None required On lots abutting a single-family residential zone: 25 ft.	For residential only and mixed-use developments: 10 ft. For all other non-residential developments: None required On lots abutting a single-family residential zone: 25 ft.
Rear Yard Setback, Minimum[3]	For residential only and mixed-use developments: 10 ft. For all other non-residential developments: None required On lots abutting a single-family residential zone: 25 ft.	For residential only and mixed-use developments: 10 ft. For all other non-residential developments: None required On lots abutting a single-family residential zone: 25 ft.	For residential only and mixed-use developments: 10 ft. For all other non-residential developments: None required On lots abutting a single-family residential zone: 25 ft.
Floor Area Ratio, Non-Residential and Mixed Use projects[4]	No min. for commercial only project. 0.20 min. commercial for mixed use projects. Minimum FAR may be calculated or distributed throughout a development and across multiple adjoining parcels. 0.50 max. Maximum FAR does not apply to hotels.	No min. for commercial only project. 0.10 min. commercial for first 100 feet of parcel depth fronting a public street for mixed-use projects. Note: Minimum commercial FAR may be calculated or distributed throughout a development and across multiple adjoining parcels and is not required to be located within the first 100 feet of parcel depth. 0.50 max.	No min. commercial FAR 0.50 max. Maximum FAR does not apply to hotels.

		Maximum FAR does not apply to hotels.	
Building Height	60’ and 5 stories	60’ or 5 stories	60’ or 5 stories
Landscaping	Refer to Section 6.04(G), Landscaping.	Refer to Section 6.04(G), Landscaping.	Refer to Section 6.04(G), Landscaping.
Parking	Refer to Section 6.04 (H) Parking.	Refer to Section 6.04 (H) Parking.	Refer to Section 6.04 (H) Parking.

[1] For NCMU3 properties, density may be averaged over contiguous parcels.

[2] To mitigate the effects of adjacent service commercial or light industrial uses, increased setbacks and other measures, such as solid six-foot fence or masonry wall, shall be considered on a case by case basis by the Planning Commission during the Site Development Permit process, taking into consideration the nature of adjacent uses.

[3] See Note 2 above.

[4] Redevelopment of an existing commercial property to include new residential uses shall calculate the minimum commercial FAR upon the redeveloped portion of the property only. The Review Authority shall have the discretion to give credit to any retained commercial areas on the same parcel or adjacent parcels under common ownership when calculating the required minimum FAR.

Table XI-10-6.04-3
TC Zone Development Standards

Standards	TC1	TC2	TC3
Lot area minimum	None	None	None
Density, Minimum-Maximum Residential (Dwellings)[1]	Maximum: 65 du/ac	Maximum: 65 du/ac	Minimum: 30 du/ac Maximum: 65 du/ac
Front and Street-Side Yard Setback, Minimum	For ground floor non-residential use: 15 ft. For ground floor residential use: 20 ft. For developments along E. Calaveras Blvd. 35 ft.	For ground floor non-residential use: 15 ft. For ground floor residential use: 20 ft. For developments along E. Calaveras Blvd. 35 ft.	For ground floor non-residential use: 15 ft. For ground floor residential use: 20 ft. For developments along E. Calaveras Blvd. 35 ft.
Interior-Side Yard Setback, Minimum[2]	For residential only and mixed-use developments: 10 ft. For all other non-residential developments: None required	For residential only and mixed-use developments: 10 ft. For all other non-residential developments: None required	For residential only and mixed-use developments: 10 ft. For all other non-residential developments: None required

	On lots abutting a single-family residential zone: 15 ft.	On lots abutting a single-family residential zone: 15 ft.	On lots abutting a single-family residential zone: 15 ft.
Rear Yard Setback, Minimum[3]	For residential only and mixed-use developments: 10 ft. For all other non-residential developments: None required On lots abutting a single-family residential zone: 15 ft.	For residential only and mixed-use developments: 10 ft. For all other non-residential developments: None required On lots abutting a single-family residential zone: 15 ft.	For residential only and mixed-use developments: 10 ft. For all other non-residential developments: None required On lots abutting a single-family residential zone: 15 ft.
Floor Area Ratio, Non-Residential and Mixed Use projects[4]	No min. for commercial only project. 0.35 min. commercial for mixed use projects. Minimum commercial FAR may be calculated or distributed throughout a development and across multiple adjoining parcels. 0.85 max. Maximum FAR does not apply to hotels.	No min. for commercial only project. 0.10 min.commercial for first 100 feet of parcel depth fronting a public street. Note: Minimum commercial FAR may be calculated or distributed throughout a development and across multiple adjoining parcels and is not required to be located within first 100 feet of parcel depth 0.85 max. Maximum FAR does not apply to hotels.	No min. commercial FAR 0.85 max. Maximum FAR does not apply to hotels.
Building Height	75’ and 6 stories	75’ and 6 stories	75’ and 6 stories
Landscaping	Refer to Section 6.04(G), Landscaping.	Refer to Section 6.04(G), Landscaping.	Refer to Section 6.04(G), Landscaping.
Parking	Refer to Section 6.04 (H) Parking.	Refer to Section 6.04 (H) Parking.	Refer to Section 6.04 (H) Parking.

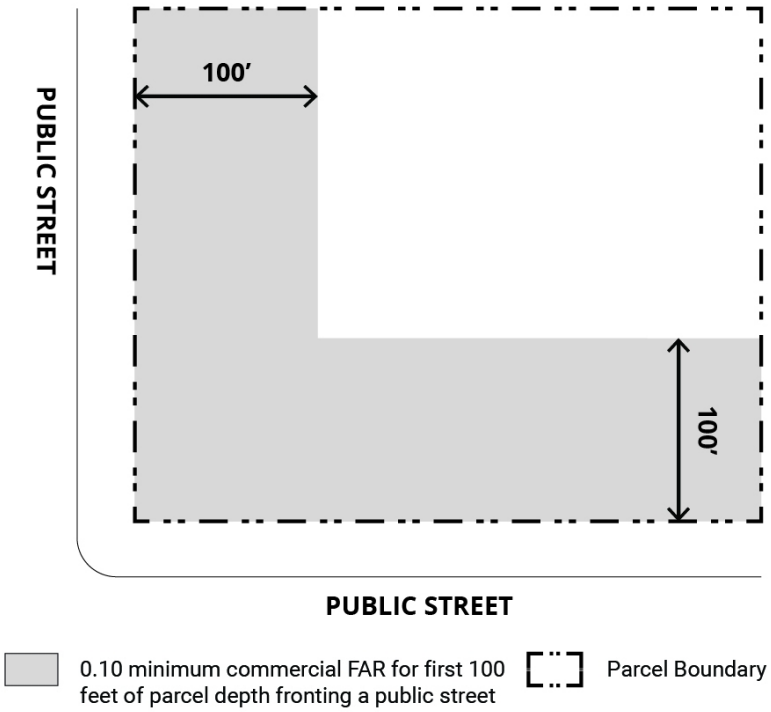
[1] For TC3 properties, density may be averaged over contiguous parcels.

[2] To mitigate the effects of adjacent service commercial or light industrial uses, increased setbacks and other measures, such as solid six-foot fence or masonry wall, shall be considered on a case by case basis by the Planning Commission during the Site Development Permit process, taking into consideration the nature of adjacent uses.

[3] See Note 2 above.

[4] Redevelopment of an existing commercial property to include new residential uses shall calculate the minimum commercial FAR upon the redeveloped portion of the property only. The Review Authority shall have the discretion to give credit to any retained commercial areas on the same parcel or adjacent parcels under common ownership when calculating the required minimum FAR.

NCMU2 and TC2 Minimum Commercial Floor Area Diagram



C. Multi-Family Residential Density within Mixed Use zones.

1. MXD Standards.

   a. The minimum number of multi-family residential units may be reduced for parcels less than 20,000 square feet.

   b. In buildings which have ground floor retail, restaurant, child care, or commercial service uses as allowed in Table 6.02-1, Mixed Use Zone Uses, the square footage of said uses does not contribute to the density limits.

2. MXD2 Standards.

   a. The minimum number of multi-family residential units may be reduced for parcels less than 20,000 square feet.

   b. Units with four bedrooms shall be counted as 1.5 units when calculating density.

   c. In buildings which have ground floor retail, restaurant, child care, or commercial service uses as allowed in Table 6.02-1, Mixed Use Zone Uses, the square footage of said uses does not contribute to the density limits.

3. MXD3 Standards.

    a. Units with four bedrooms shall be counted as 1.5 units when calculating density.

    b. In buildings which have ground floor retail, restaurant, child care, or commercial service uses as allowed in Table 6.02-1, Mixed Use Zone Uses, the square footage of said uses does not contribute to the density limits.

4. NCMU1, NCMU2, and NCMU3 Standards.

    a. Residential units with four bedrooms shall be counted as 1.5 units when calculating density.

5. TC1, TC2, and TC3 standards

    a. Residential units with four bedrooms shall be counted as 1.5 units when calculating density.

D. Front and Street-Side Yard Setbacks. The following standards shall apply to front and street-side yard setbacks:

1. All MXD, NCMU, and TC zones.

    a. Where a public easement prevents a building from being located at its required minimum or maximum setbacks, the building shall be located as close to the back of said easement as possible.

    b. Trellises, canopies and fabric awnings may project up to five (5) into minimum front and street side setback areas and public right of ways, provided they are not less than eight (8) feet above the sidewalk.

    c. All buildings shall be oriented towards the street. Primary building entrances shall be oriented toward the street. For buildings located on a corner lots, either street primary building entrances may be oriented to either street.

2. MXD zones:

    a. All areas.

        i. Balconies, bay windows, porches, stoops, trellises, canopies and awnings may project into the minimum setback areas provided at least sixty percent (60%) of the required setback area is landscaping.

        ii. A building's first floor may be recessed from either the maximum front and street side building setback line or the specified build-to-line for the purposes of an arcade, or a small gathering/dining or special entry area.

            The arcade shall have a minimum height of (8) feet, a minimum width of eight (8) feet. Other recessed areas may have maximum depth of ten (10) feet, and may not exceed forty percent (40%) of the building's street facing elevation. An entry door area up to nine (9) feet wide may be recessed up to four (4) feet from the back of the sidewalk.

    b. Within the Midtown Specific Plan.

        i. The Ground Level Commercial Area (as shown on the Specific Plan Land Use Map, Figure 3.1), shall have a build-to-line that is fifteen (15) feet behind the curb. The

fifteen (15) feet between the curb and the building build-to-line shall be developed with sidewalk and street trees.

c. Outside the Midtown Specific Plan.

i. Minimum of eight (8) feet and a maximum of fifteen (15) feet from back of sidewalk. The sidewalk shall be based on either the existing sidewalk or assumed ten (10) foot wide sidewalk, whichever is wider.

3. MXD2 zones:

a. All areas.

i. Balconies, bay windows, porches, stoops, trellises, canopies and awnings may project into the setback areas up to the property line.

ii. A building's first floor may be recessed from the front and street side building setback line for the purposes of an arcade, outdoor dining area, or special entry area.

The arcade shall have a minimum height of (8) feet, and a minimum width of eight (8) feet. Other recessed areas may have a maximum depth of ten (10) feet, and may not exceed twenty percent (20%) of the building's street facing elevation. An entry door area up to nine (9) feet wide may be recessed up to four (4) feet from the front and street-side building setback.

b. Within the Transit Area Specific Plan.

i. Setbacks are defined and illustrated in the street sections of Chapter 5 of the Transit Area Specific Plan.

c. Outside the Transit Area Specific Plan.

i. Minimum eight (8) feet and a maximum of fifteen (15) feet from back of sidewalk.

E. Floor Area Ratio, Non-Residential. In addition to the standards listed in Table 6.04-1 Mixed Use Zone Development Standards for MXD2 and MXD3 zoned properties, the following shall apply:

1. A Floor Area Ratio of two and a half (2.5) for non-residential buildings may be considered for individual sites with a Conditional Use Permit, in accordance with Section 57, Conditional Uses Permitted by Commission, of this Chapter.

2. There are no FAR or density limits for hotels.

3. In buildings which have ground floor retail, restaurant, child care, or commercial service uses as provided for in Table 6.02-1, Mixed Use Zone Uses, the square footage of said uses does not contribute to the FAR calculation.

4. Buildings which include both non-residential uses and residential uses on the upper floors shall be considered "non-residential," and Floor Area Ratio standards shall apply.

F. Landscaping. All required front and street setback areas shall be landscaped or paved to allow for outdoor seating, display or goods, or street furniture.

G. Park and Open Space Requirements for Residential Uses.

1. Areas within Midtown Specific Plan.

a. All residential projects within the Midtown Specific Plan area shall provide park land at a ratio of three and one-half (3½) acres per one thousand (1,000) population. Up to one and one-half (1½) of each three and one-half (3½) total park acres required (43%) may be satisfied by the provision of private recreational areas. The remaining park land requirement must be satisfied by either dedication of land to the City for public parks and open space, or payment of an in-lieu fee, as set forth in Section 9 (Park Dedication) of the Milpitas Subdivision Ordinance (Title XI, Chapter 1).

b. A minimum of twenty-five percent (25%) of the total site shall be usable open space or recreational facilities. Balconies, porches, or roof decks may be considered usable open space when properly developed for work, play or outdoor living areas.

c. Balconies, porches, or roof decks may be considered usable open space when properly developed for work, play or outdoor living areas. Balconies and porches located above ground level with a minimum dimension of 4½ feet constructed for use by dwelling units shall be exempt from the useable open space dimension standards above and within Section 2 of this Chapter, and may be considered to satisfy usable open space requirements. Each dwelling unit shall be provided with private open space as follows:

   i. Balconies and porches (above ground level): minimum sixty (60) square feet; or

   ii. Patios (at ground level): minimum one hundred square feet.

2. Areas within Transit Area Specific Plan.

   a. All residential projects shall provide park land at a ratio of three and one-half (3.5) acres per one thousand (1,000) population.

      i. Two (2) of the required three and one-half (3.5) acres must be satisfied by either dedication of land to the City for public parks and open space, or payment of an in-lieu fee, as set forth in Section 9 (Park Dedication) of the Milpitas Subdivision Ordinance (Title XI, Chapter 1). Land dedication is required if a park is shown on a property on Figure 3-8 of the Transit Area Specific Plan.

      ii. Up to one and one-half (1.5) of each three and one-half (3.5) total park acres required (43%) may be satisfied by the provision of private recreational areas. Private open space cannot be shared between separate developments.

   b. Each residential project shall provide adequate on-site usable open space or recreational facilities to the approval of the Planning Commission through the Site Development Permit process. Each dwelling unit shall be provided with private open space as follows:

      i. Balconies (above ground level): minimum forty (40) square feet; or

      ii. Patios and porches (at ground level): minimum fifty (50) square feet.

   c. All development projects shall dedicate land for parks if a park is shown on a property on Figure 3-8 of the Transit Area Specific Plan.

   d. All commercial development projects shall dedicate and/or improve public trails if a trail is shown on a property on Figure 3-8 of the Transit Area Specific Plan.

   e. Twenty percent (20%) of a landscape buffer area may count towards the public park and open space requirements when it includes trails or wide sidewalks connected to the pedestrian and bicycle network.

f. Park Sites: Parks must be bordered by public streets, or public right-of-way such as a trail or railroad right-of-way, on at least three sides.

3. Areas designated NCMU and TC

a. Park Land. All residential projects shall provide park land at a ratio of three and one-half (3.5) acres per one thousand (1,000) population.

i. Park Land must be satisfied by either dedication of land to the City for public parks and open space, or payment of an in-lieu fee, as set forth in Section 9 (Park Dedication) of the Milpitas Subdivision Ordinance (Title XI, Chapter 1).

b. Publicly Accessible Parks and Open Spaces. All mixed use or residential only projects on sites between 3 acres and 5 acres shall dedicate 5% of total site area to publicly accessible parks and open space. All mixed use or residential only projects greater than 5 acres shall dedicate 10% of total site area to publicly accessible parks and open space. Publicly accessible parks, plazas, and open spaces provided to meet the requirement below may be counted towards the park land requirement above.

c. Usable Open Space. A minimum of twenty-five percent (25%) of the total site shall be usable open space or recreational facilities. Usable open space may be provided as Common Open Space or Private Open Space.

5. Areas outside Specific Plans.

a. All residential projects outside a Specific Plan area shall comply with the park land dedication provisions provided in Section 9.06 (Amount of Park Land to be Dedicated) of the Milpitas Subdivision Ordinance.

H. Parking Summary: Requirements are located in Section 53

1. Areas designated NCMU and TC

a. The minimum number of parking spaces required for residential uses shall be as follows:

Studio and 1-bedroom (up to 1,100 sf): 1 per unit
2-bedroom (up to 1,1100 sf): 1.5 per unit
3 or more bedrooms and/or 1,101 sf or larger: 2 per unit

b. The minimum number of parking spaces required for commercial uses shall be 1 space per 300 sq.ft. of commercial use.

For other parking-related standards, refer to Section 53, Off Street Parking Regulations, of this Chapter.

TABLE IS EXCEPRT FROM SECTION 53

Mixed Use buildings or sites	
Residential use	
Studio and 1 bedroom (up to 1,100 sf)	1 per unit
2 bedroom (up to 1,100 sf)	1.5 per unit

3 or more bedrooms and/or 1,101 sf or larger	2 per unit
Guest parking for residential	
Projects with Parking structures	10% of the total required, may be uncovered
Projects with Private garages	10% of the total required, may be uncovered
Bicycle parking	5% of total required
Commercial use	
Ground Floor Retail	1 per 300 sq. ft.
Office	1 per 300 sq. ft.
Restaurants	1 per 300 sq.ft.
Short-Term Rentals	1 per unit
Other uses	Refer to specific uses within this table
Bicycle parking	5% of total auto spaces required
Mobile Homes	Refer to Section 13.07, Mobile Homes
Senior Housing	0.5 per unit plus 2 per manager's unit
Single Room Occupancy (SRO)	none required

XI-10-6.05 Reserved

XI-10-6.06 Special Development Standards

A. Utilities.

1. Utilities shall be placed in underground or subsurface conduits.
2. All mechanical equipment, ground transformers and meters shall be located and screened to minimize visual impacts.
3. Rooftop mechanical equipment shall be concealed from street level views through roof designs that area architecturally integrated with the building, such as equipment wells and parapets.

4. Public utility distribution meters, vaults and similar installations shall be consolidated in a single area whenever possible and located away from highly visible areas such as street corners and public open spaces.

5. Backflow preventors shall be located within landscaped setback areas and painted black or dark green to minimize visual impact. Where no landscaped setback areas exist the backflow preventors shall be incorporated into the front of the building to minimize visual obtrusiveness.

6. Refuse and recycling containers shall not be visible from a public or private street. Such containers shall be stored either within the parking facility of the building or within a vehicular accessway with screening designed to meet the requirements of this section.

7. Trash enclosure walls shall incorporate building materials and colors that match the architecture of the building, and be well landscaped.

8. All telecommunications antennas shall be building facade or roof mounted and screened appropriately.

9. On Main Street only telecommunication facilities that are disguised to appear as a part of the building architecture (i.e. "stealth" antennas) may be used.

B. Outdoor music

1. Outdoor music as an accessory use in conjunction with a restaurant or bar in the MXD, MXD2, MXD3, NCMU, and TC zones shall be permitted for the entertainment and enjoyment of customers at the restaurant or bar during regular operating hours. Outdoor music as an accessory use shall be limited to the hours of 9:00 am to 11:00 pm.

2. Recorded background music may be permitted outdoors on public sidewalks and other public areas subject to the standards of this Chapter and Title V – Public Health, Safety and Welfare, Chapter 213 – Noise Abatement.

3. Noise levels for outdoor music, when permitted as an accessory use to a restaurant or bar, shall not exceed a maximum range of 70 to 90 decibels (dB). See also Title V – Public Health, Safety and Welfare, Subsections V-213-2 and V-213-3, for additional regulations.

4. Larger outdoor music events, both live and recorded music, that are intended for the entertainment and enjoyment of the general public shall not be considered accessory uses and shall require a Special Event Permit pursuant to Section 15, Special Events and Activities, of this Chapter.

XI-10-6.07 Exceptions to Standards

1. Exceptions to all but the use, floor area ratio, density, and park land requirement regulations of this Section may be approved by the Planning Commission through approval of a Conditional Use Permit in accordance with the requirements of Section 57, Conditional Uses Permitted by Commission, of this Chapter.

2. In addition to the required findings under Chapter 57, the Planning Commission must be able to make the following two additional findings for such exceptions:

a. The exceptions meet the design intent identified within the Zoning District and/or Specific Plan and do not detract from the overall architectural, landscaping and site planning integrity of the proposed development.

b. The exceptions allow for a public benefit not otherwise obtainable through the strict application of the specified standard.

XI-10-6.08 Conformance with Specific Plans

Properties located within Specific Plans shall conform to the underlying Specific Plan in accordance with Section XI-10-11.06, Conformance with Specific Plans, of this Chapter.

SECTION 4. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 6.0 (ZONING MAP)

The Zoning Map of the City of Milpitas, as amended, which was adopted as part of ordinance No. 38, enacted as Chapter XI-10 (Zoning, Planning, and Annexations) of the Milpitas Municipal Code, is hereby amended by rezoning the land use designation of approximately 273- acre area within the depicted maps as attached **Exhibit A, B, C, and D** and separately listed in **Exhibit E.**

SECTION 5. CALIFORNIA ENVIRONMENTAL QUALITY ACT

The adoption of this Ordinance is under the authority of an Addendum to the Milpitas General Plan Update Final EIR (March 2021, State Clearinghouse No. 2020070348); that was prepared pursuant to CEQA Guidelines Sections 15162 and 15164, to evaluate whether the Project's environmental impacts are covered by and within the scope of the Milpitas General Plan Update FEIR. The Addendum Evaluation details any changes in the project, changes in circumstances under which the project is undertaken, and/or "new information of substantial importance" that may cause one or more effects to environmental resources. The attached Addendum substantiates and supports the City's determination that the HOD changes are within the scope of the General Plan EIR, do not require subsequent action under CEQA Guidelines Section 15162, and adequately analyze potential environmental impacts in conjunction with the EIR. Further, although the Project has been revised from the initial Addendum, dated April 2024, Rincon Consultants, Inc., on behalf of the City, prepared a Supplemental Letter (memorialized as an attachment to the staff report, dated January 28, 2025) and found that the proposed zoning changes and the latest revisions would result in a reduced buildout compared to the Addendum analysis. This reduction in residential units and the consistency in non-residential space reduction, specifically commercial FAR minimums and maximums, ensure that the impacts would be less significant, as previously analyzed, and similar to or reduced compared to the Addendum conclusions. Additionally, the proposed changes are consistent with the overall land use and growth projections assumed within the General Plan EIR, which has already accounted for and mitigated potential environmental impacts. Since the environmental conditions have not changed since the April 2024 Addendum, the baseline conditions for analyzing impacts remain the same. Consequently, the reduced buildout further supports the conclusion that the impacts would be less significant, and the conclusions of the Addendum remain valid. Based on its independent review and consideration, the City Council hereby finds that the Addendum and the Supplemental Letter to the Addendum complies with the requirements of CEQA and adopts the conclusions in the Addendum and the Supplemental Letter to the Addendum on the basis of the evidence and reasoning set forth therein.

SECTION 6. SEVERABILITY

The provisions of this Ordinance are severable, and the invalidity of any phrase, clause, provision or part shall not affect the validity of the remainder.

SECTION 7. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance shall take effect thirty (30) days from and after the date of its passage. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.

Exhibit A: Proposed NCMU Zones at Calaveras Blvd

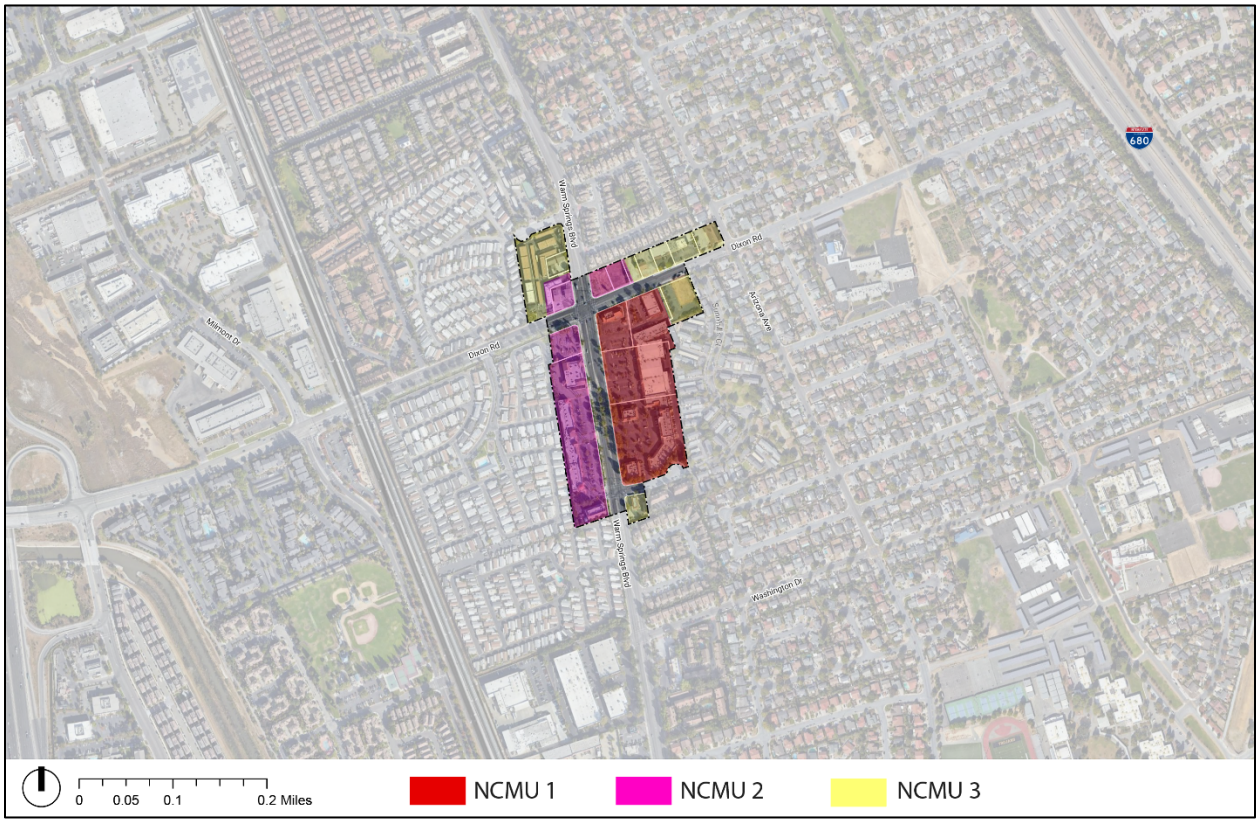


Exhibit B: Proposed NCMU Zones at Landess Ave

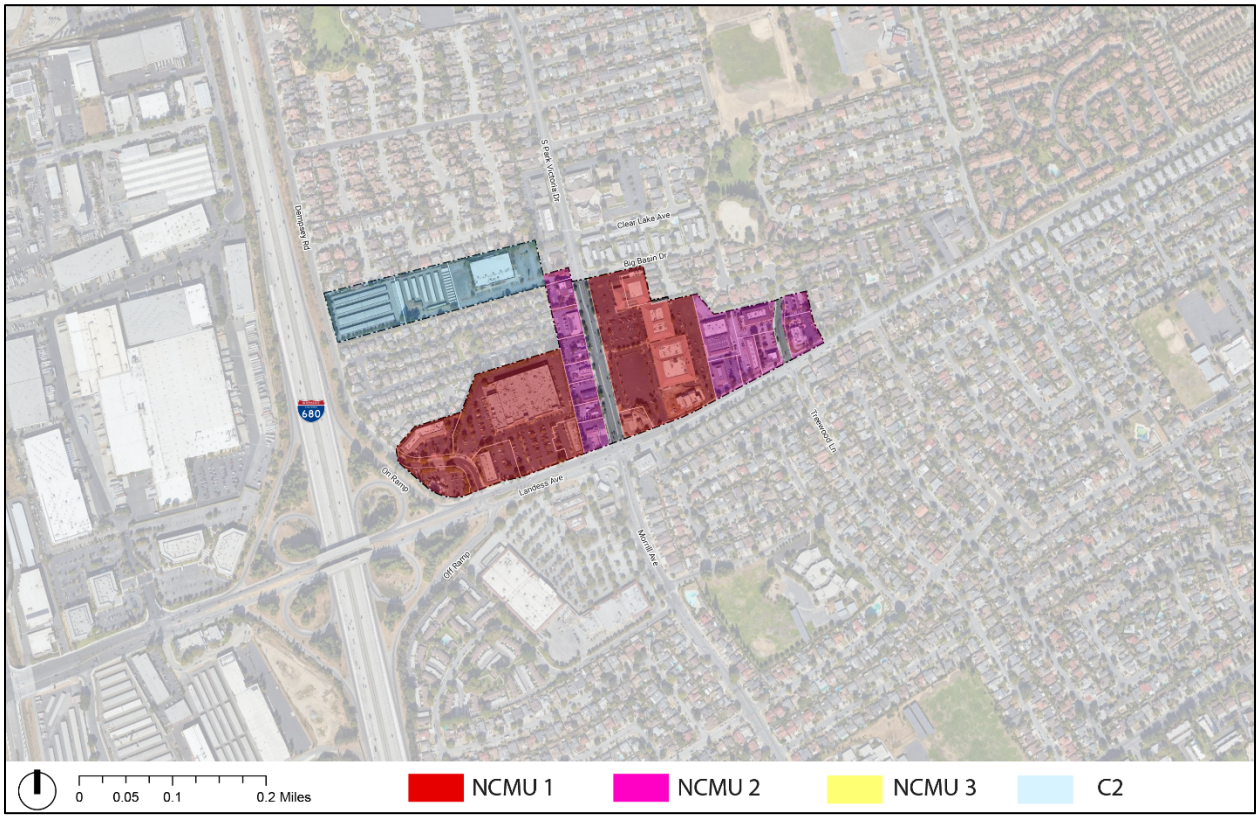


Exhibit C: Proposed NCMU Zones at Dixon Rd

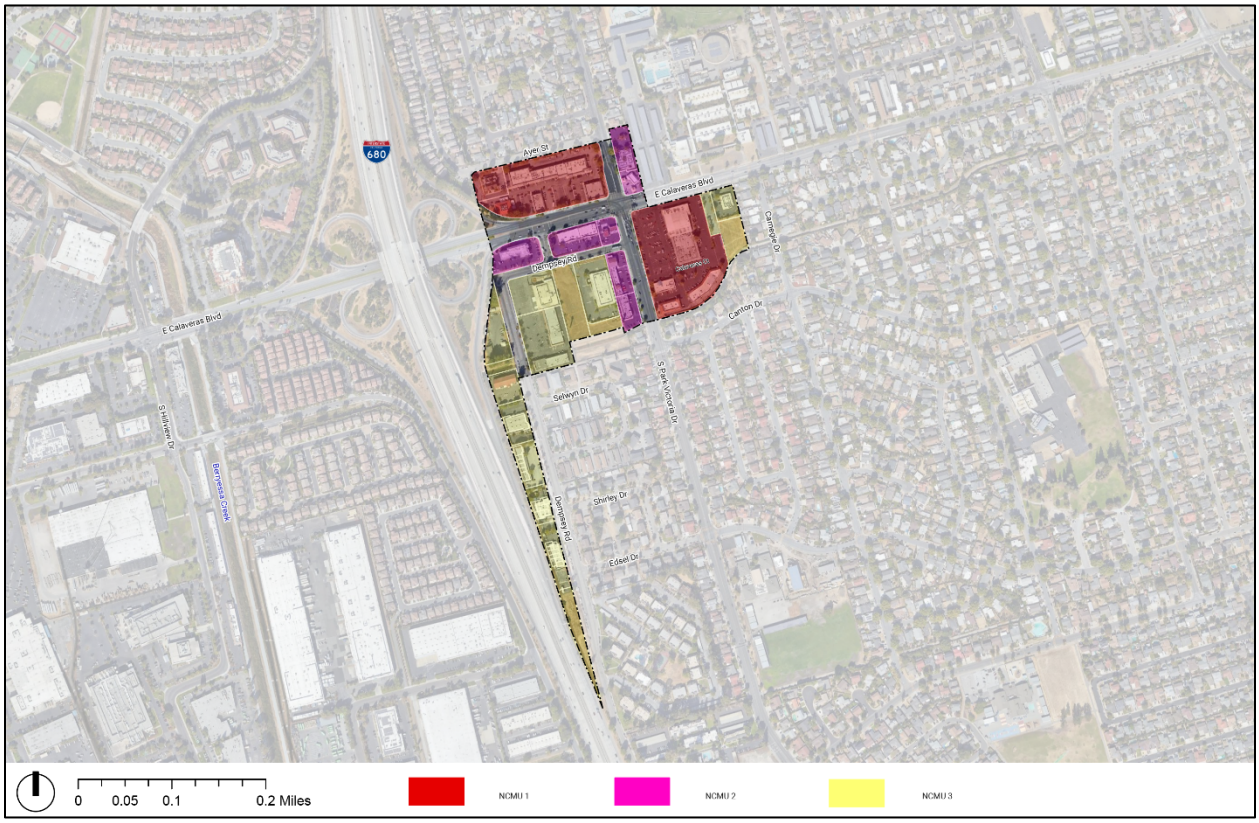


Exhibit D: Proposed TC Zones

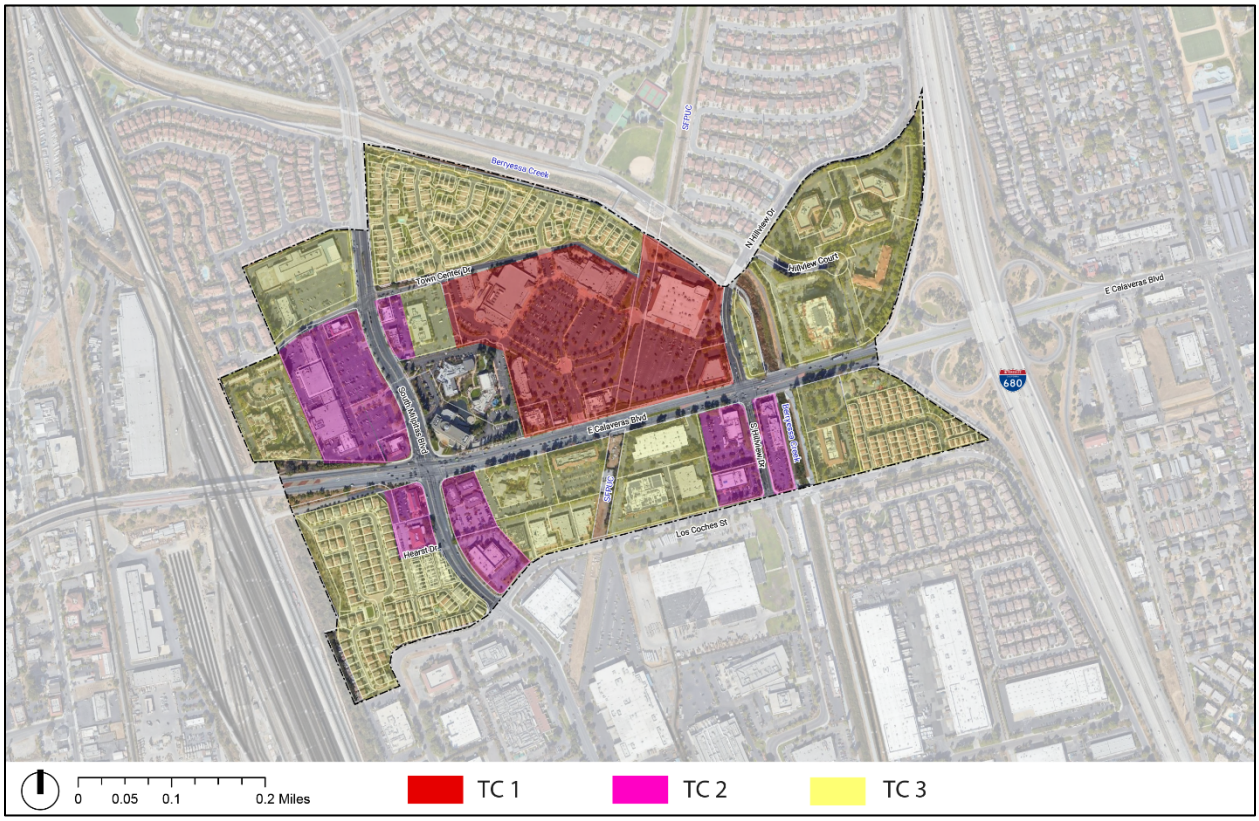


Exhibit E: Proposed Zoning updates to implement the HODs, NCMU, and TC

APN	Existing Zoning	Proposed Zoning
8804078	C1	NCMU1
2606030	C	NCMU1
8835011	C2	NCMU1
2606010	C	NCMU1
2913039	C2	NCMU1
8835017	C2	NCMU1
8835018	C1	NCMU1
8836010	C2	NCMU1
2913041	C2	NCMU1
8836044	C2	NCMU1
8835015	C1	NCMU1
2606001	C1	NCMU1
8835016	C2	NCMU1
2606011	C	NCMU1
2606029	C	NCMU1
8836045	C2	NCMU1
8836002	CSS	NCMU2
8843043	C2	NCMU2
2913014	COS	NCMU2
8804010	C1	NCMU2
8804065	C1	NCMU2
8836040	CSS	NCMU2
8836041	CSS	NCMU2
8836025	CSS	NCMU2
8804075	C15	NCMU2
2605023	C1S	NCMU2
8804043	AS	NCMU2
2913013	C1H	NCMU2
2202050	S	NCMU2
8843031	C2S	NCMU2
8843002	C2	NCMU2
8843026	C2	NCMU2
2202049	S	NCMU2
2201004	HSS	NCMU2
8843028	C2	NCMU2
8836030	CSS	NCMU2
8843027	C2	NCMU2
8836036	CSS	NCMU2

8836035	CSS	NCMU2
8804048	C1S	NCMU2
8843025	C2	NCMU2
2605024	MXD-S	NCMU2
8804077	R1	NCMU3
8804076	C1	NCMU3
2605019	C1S	NCMU3
2605021	C1S	NCMU3
2605018	C1S	NCMU3
2605020	C1S	NCMU3
8804072	C	NCMU3
2201011	HS	NCMU3
8804060	C1	NCMU3
8804001	C1S	NCMU3
8804056	C1S	NCMU3
8804073	C	NCMU3
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CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution Designating Street Resurfacing 2025-26, Project No. 4307, to be Funded by California Senate Bill 1 - The Road Repair and Accountability Act of 2017 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	5/6/2025
Recommendation:	Adopt a resolution designating Street Resurfacing 2025-2026, Project No. 4307, to be funded by California Senate Bill 1 - The Road Repair and Accountability Act of 2017.

BACKGROUND:

The Traffic and Transportation Engineering Division of the Public Works Department is responsible for planning and managing the Citywide Street Resurfacing Program. The streets identified annually for the repair, rehabilitation, and/or reconstruction are based on the Pavement Technical Assessment Program (P-TAP) report developed by the Metropolitan Transportation Commission (MTC) which provides agencies with recommendations to optimize the pavement condition rating and suggested use of funding. According to the 2024 P-TAP report, the City's Pavement Condition Index (PCI) stands at 71, classified as "Good Condition" and above the Bay Area's average of 67. The City's goal is to maintain a minimum of a PCI rating of 70.

California Senate Bill 1 - The Road Repair and Accountability Act of 2017 (SB1-RMRA), was signed into law by the Governor in April 2017 to address significant statewide transportation funding shortfalls. The distribution of SB1-RMRA funding to local jurisdictions for road maintenance is based on a population formula. The City of Milpitas is estimated to receive $2,145,461.00 in funding for fiscal year 2025-2026, which will be available on September 1, 2025.

ANALYSIS:

As part of the SB1-RMRA program, the California Transportation Commission requires the City to submit an adopted Resolution specifying project(s) that are designated to received SB1-RMRA funding no later than July 1, 2025. Staff has recommends Street Resurfacing Project 2025-26, Project No. 4307 ("Project") to receive the designated SB1-RMRA funding which is included in the proposed 2026-2030 Capital Improvement Program. The Project provides for the design and improvements of the following streets (**Attachment 1**) with a project budget of $4.4 million and anticipated to break ground in the summer of 2026.

- Yellowstone Avenue from Landess Avenue to South Park Victoria Drive
- South Park Victoria Drive from Yosemite Avenue to Yellowstone Avenue
- Streets in the neighborhood to the east and west of S. Park Victoria Drive – Acadia Avenue, Big Basin Drive, Lassen Avenue (East), Olympic Drive (West and East), Platt Avenue (West and East), Platt Court, Saratoga Drive and Pheland Court

Staff recommends the City Council adopt a Resolution (**Attachment 2**) designating Street Resurfacing Project 2025-2026, Project No. 4307, to be partially funded by SB1-RMRA funds in the amount of $2,145,461.00 in fiscal year 2025-2026. The remaining funding for the Project will be Measure B, Vehicle Registration Fees and State Gas Tax. Staff has also submitted a grant application for half of the project's overall budget via the California Transportation Commission Local Partnership Program and anticipates hearing an announcement in the upcoming months.

POLICY ALTERNATIVE(S):

Alternative 1: Do not adopt a Resolution stating Street Resurfacing Project 2025-2026, Project No. 4307 is to be funded by SB1-RMRA as required by CTC.

Pros: None.

Cons: Delaying the adoption of the Resolution will put the City at risk of losing the State allocation of the SB1-RMRA funding.

Reason not Recommended: SB1-RMRA funding is needed to help offset the cost of the annual street resurfacing program to maintain and improve the condition of the City's pavement infrastructure.

FISCAL IMPACT:
The receipt of annual SB1-RMRA funding for the use in the City's pavement maintenance program is needed to help offset the City costs and will reduce the need for funding from other City funding sources such as the General Fund. It is anticipated the City will receive $2,145,461.00 in funding to be used for Street Resurfacing Project 2025-26, Project No. 4307.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The project entails the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301. The project further entails replacement or reconstruction of existing facilities where the new facilities will be located on the same site as the facilities replaced and will have substantially the same purpose and capacity as the structure replaced and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15302.

RECOMMENDATION:
Adopt a resolution designating Street Resurfacing Project 2025-26, Project No. 4307, to be funded by California Senate Bill 1 - The Road Repair and Accountability Act of 2017.

ATTACHMENT(S):
(1) Project Locations Map
(2) Resolution

RESOLUTION NO._____

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-2026 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB1-RMRA includes accountability and transparency provisions that will ensure the City of Milpitas community is aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Milpitas must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account created by SB 1 (SB1-RMRA), which must include a description and the location of each proposed project, a proposed schedule for project completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Milpitas, will receive an estimated $2,145,461 in SB1-RMRA funding in Fiscal Year 2025-26; and

WHEREAS, this is the ninth year in which the City is receiving SB1 funding and will enable the City of Milpitas to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1-RMRA; and

WHEREAS, the City of Milpitas has undergone a robust public process to ensure public input into our community's transportation priorities/project list; and

WHEREAS, the City of Milpitas used a Pavement Management System to develop the SB1-RMRA project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB1 will help the City of Milpitas maintain and improve 131 center lane miles of streets throughout the City of Milpitas this year and similar projects into the future; and

WHEREAS, the 2024 California Statewide Local Streets and Roads Needs Assessment found that the City of Milpitas streets and roads are in a "good" condition, and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the SB1-RMRA project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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 following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues:

Project Title: Street Resurfacing Project 2025-26, Project No. 4307

Project Description: The project will include the repairs of asphalt pavement section, replacement of curb and gutters, driveways, and sidewalks; installation of asphalt and ADA curb ramps; and installation of Class IIB bike lanes and Class IIIB bike route facilities as described in the 2022 Trail, Pedestrian and Bicycle Master Plan.

Project Location: Yellowstone Avenue from Landess Avenue to S. Park Victoria Drive and S. Park Victoria Drive from Yosemite Avenue to Yellowstone Avenue, and streets in the neighborhood to the east and west of S. Park Victoria Drive – Acadia Avenue, Big Basin Drive, Lassen Avenue (East), Olympic Drive (West and East), Platt Avenue (West and East), Platt Court, Saratoga Drive and Pheland Court.

Estimated Project Schedule: Commence by July 2025 and complete by December 2027 based on the component being funded with RMRA funds.

Estimated Project Useful Life: 7-10 years

PASSED AND ADOPTED by the City Council of the City of Milpitas, State of California this _____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Carmen Montano, Mayor

APPROVED AS TO FORM:

_____
Christopher Creech, Acting City Attorney

RESOLUTION NO._____

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-2026 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB1-RMRA includes accountability and transparency provisions that will ensure the City of Milpitas community is aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Milpitas must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account created by SB 1 (SB1-RMRA), which must include a description and the location of each proposed project, a proposed schedule for project completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Milpitas, will receive an estimated $2,145,461 in SB1-RMRA funding in Fiscal Year 2025-26; and

WHEREAS, this is the ninth year in which the City is receiving SB1 funding and will enable the City of Milpitas to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1-RMRA; and

WHEREAS, the City of Milpitas has undergone a robust public process to ensure public input into our community's transportation priorities/project list; and

WHEREAS, the City of Milpitas used a Pavement Management System to develop the SB1-RMRA project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB1 will help the City of Milpitas maintain and improve 131 center lane miles of streets throughout the City of Milpitas this year and similar projects into the future; and

WHEREAS, the 2024 California Statewide Local Streets and Roads Needs Assessment found that the City of Milpitas streets and roads are in a "good" condition, and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the SB1-RMRA project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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 following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues:

Project Title: Street Resurfacing Project 2025-26, Project No. 4307

Project Description: The project will include the repairs of asphalt pavement section, replacement of curb and gutters, driveways, and sidewalks; installation of asphalt and ADA curb ramps; and installation of Class IIB bike lanes and Class IIIB bike route facilities as described in the 2022 Trail, Pedestrian and Bicycle Master Plan.

Project Location: Yellowstone Avenue from Landess Avenue to S. Park Victoria Drive and S. Park Victoria Drive from Yosemite Avenue to Yellowstone Avenue, and streets in the neighborhood to the east and west of S. Park Victoria Drive – Acadia Avenue, Big Basin Drive, Lassen Avenue (East), Olympic Drive (West and East), Platt Avenue (West and East), Platt Court, Saratoga Drive and Pheland Court.

Estimated Project Schedule: Commence by July 2025 and complete by December 2027 based on the component being funded with RMRA funds.

Estimated Project Useful Life: 7-10 years

PASSED AND ADOPTED by the City Council of the City of Milpitas, State of California this _____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Carmen Montano, Mayor

APPROVED AS TO FORM:

_____
Christopher Creech, Acting City Attorney

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution Requesting the Allocation, Acceptance and Appropriation of Transportation Development Act Article 3 Funds for the Americans with Disabilities Act Curb Ramp Transition Program, Project No. 4283 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; Michael Silveira, City Engineer, 408-586-3303)**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	5/6/2025
Recommendation:	(1) Adopt a resolution requesting allocation of Transportation Development Act Article 3 Funding for the City's Americans with Disabilities Act Curb Ramp Transition Program, Project No. 4283; and (2) Authorize the City Manager or their designee to negotiate, accept and execute grant agreements and all ancillary documents necessary to execute the respective grant agreements administered by the funding agency, Metropolitan Transportation Commission, in an amount not-to-exceed $281,351; and (3) Appropriate $281,351 into the construction phase (Phase 7) for the ADA Curb Ramp Transition Program, Project No. 4283.

BACKGROUND:

The California Transportation Development Act (TDA) was approved in 1971 to provide funding to Counties for transit and non-transit related purposes and improve existing public transportation services through a regional transportation plan administered by the Metropolitan Transportation Commission (MTC). The TDA allows each county to establish a quarter-cent sales tax to finance a wide variety of transportation projects such as transit operations, bus and rail projects, special transit services for disabled riders, pedestrian and bicycle facilities, and transportation planning.

As part of the TDA funding, Transportation Development Act Article 3 (TDA Article 3) provides annual funding for bicycle and pedestrian improvement projects which is disbursed based on a population formula. TDA Article 3 funding may be "banked" or set aside for a maximum of up to four years. The City has banked the funds in Fiscal Year (FY) 2023-24 in the amount of $65,190 and FY2024-25 in the amount of $117,383 and will receive $98,778 in FY 2025-26. The total available funding through TDA Article 3 is $281,351.

ANALYSIS:

The City is required to adopt a resolution requesting allocation of TDA Article 3 funds (Attachment 1) and submit a grant proposal to the MTC before June 27, 2025.

Staff recommends using the available TDA Article 3 funding for the Americans with Disabilities Act (ADA) Curb Ramp Transition Program, Capital Improvement Program Project No. 4283. This Project provides for the replacement of curb ramps and sidewalk that are damaged and/or non-compliant with ADA, install striping of Class II bike lanes and crosswalks and meet State and Federal access requirements. Locations of improvements were approved as part of the Street Sealing Project 2024, (Project Nos. 3424, 3426, 4283, 4305 and 7118) with a construction contract award occurring on this evening's agenda. MTC is expected to release TDA Article 3 funding for FY2025-26 on July 1, 2025.

POLICY ALTERNATIVE(S):

Alternative: Do not adopt a resolution requesting allocation of the TDA Article 3 funds from the MTC to complete replacement of ADA curb ramp and sidewalk, and installation of the striping of Class II bike lanes and crosswalks.

Pro: None

Con: TDA Article 3 funding is used by the City to offset the cost of constructing mandatory ADA curb ramps and sidewalks, and installation of the striping of Class II bike lanes and crosswalks. The adoption of a resolution requesting the allocation of TDA Article 3 funds and the submission of a grant proposal to the MTC before June 27, 2025, is a requirement to obtain this funding.

Reason not Recommended: A denial of this request would cause the City to not receive TDA Article 3 funding for FY2023-24, FY2024-25, and FY2025-26 and would limit the City's ability to complete required bicycle and pedestrian improvements.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The projects are exempt under Section 15301 (Existing Facilities) of the CEQA guidelines. A Notice of Exemption (NOE) was filed with the County of Santa Clara on February 18, 2025.

FISCAL IMPACT:
The $281,351 allocation will be appropriated into the construction phase (Phase 7) for the ADA Curb Ramp Transition Program, Project No. 4283, upon receipt of the FY2025-26 TDA-3 funds, after MTC releases those monies on July 1, 2025.

RECOMMENDATION:

(1) Adopt a resolution requesting allocation of Transportation Development Act Article 3 Funding for the City's Americans with Disabilities Act Curb Ramp Transition Program, Project No. 4283; and
(2) Authorize the City Manager or their designee to negotiate, accept and execute grant agreements and all ancillary documents necessary to execute the respective grant agreements administered by the funding agency, Metropolitan Transportation Commission, in an amount not-to-exceed $281,351; and
(3) Appropriate $281,351 into the construction phase (Phase 7) for the ADA Curb Ramp Transition Program, Project No. 4283.

ATTACHMENT(S):
(a) Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS REQUESTING OF THE METROPOLITAN TRANSPORTATION COMMISSION THE ALLOCATION OF FISCAL YEAR 2025/2026 TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 PEDESTRIAN/BICYCLE PROJECT FUNDING

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, entitled "Transportation Development Act, Article 3, Pedestrian and Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

WHEREAS, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the City of Milpitas desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this Resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists.

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 of Milpitas declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code.

3. There is no pending or threatened litigation that might adversely affect the project or projects described in **Attachment B** to this Resolution, or that might impair the ability of the City of Milpitas to carry out the project.

4. The project has been reviewed by the countywide Bicycle Advisory Committee or equivalent and has been approved by MTC to use the countywide BAC and the countywide BAC provides for expanded representation of the City of Milpitas and the designated representatives are familiar with the bicycle and pedestrian needs of the City of Milpitas.

5. The City of Milpitas attests to the accuracy of and approves the statements in **Attachment A** to this Resolution.

6. A certified copy of this Resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of Santa Clara County for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

PASSED AND ADOPTED this 6th day of May 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

_____
Suzanne Guzzetta, City Clerk

_____
Carmen Montano, Mayor

APPROVED AS TO FORM:

_____
Christopher Creech, Acting City Attorney

Resolution No. _____

Attachment A

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2025/2026 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

Findings

1. That the **City of Milpitas** is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the **City of Milpitas** legally impeded from undertaking the project(s) described in "Attachment B" of this resolution.
2. That the **City of Milpitas** has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the **City of Milpitas** within the prior five fiscal years.
8. That the project(s) described in Attachment B is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.
9. That any project described in Attachment B that is a bikeway meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.
10. That the project(s) described in Attachment B will be completed before the funds expire.
11. That the **City of Milpitas** agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

Resolution No. _____

Attachment B

TDA Article 3 Project Application Form

1. **Agency**	City of Milpitas		
2. **Primary Contact**	Roberto Alonzo		
3. **Mailing Address**	455 E. Calaveras Blvd, Milpitas, CA, 95035		
4. **Email Address**	ralonzo@milpitas.gov	5. **Phone Number**	(408) 586-3316
6. **Secondary Contact** (in the event primary is not available)	Mohit Chaudhary		
7. **Mailing address** (if different) N/A☒			
8. **Email Address**	mchaudhary@milpitas.gov	9. **Phone Number**	(408) 586-3270
10. **Send allocation instructions to** (if different from above):			
11. **Project Title**	ADA Curb Ramp Transition Program, Project No 4283		
12. **Amount requested**	$281,351	13. **Fiscal Year of Claim**	25/26

14. **Description of Overall Project:**

ADA Curb Ramp Transition Program, Project No. 4283 provides for replacement of damaged sidewalk and curb ramps to comply with ADA and meet State and Federal access requirements as approved per the contract documents for the Street Sealing Project 2024, Project 3424, 3426, 4283, 4305, and 7118.

15. **Project Scope Proposed for Funding:** (Project level environmental, preliminary planning, and ROW are ineligible uses of TDA funds.)

The TDA funding will be used for upgrading curb ramps and sidewalk to meet current ADA standards.

16. **Project Location:** A map of the project location is attached or a link to a online map of the project location is provided below:

A map of the project location is attached.

Project Relation to Regional Policies (for information only)

17. Is the project in an Equity Priority Community? Yes☐ No☒

18. Is this project in a Priority Development Area or a Transit-Oriented Community? Yes☐ No☒

19. **Project Budget and Schedule**

ENV				
PA&ED				
PS&E				
ROW				
CON	281,351	2,750,620	$3,031,971.04	December, 2025
Total Cost	**281,351**	**2,750,620**	**3,031,971**	

Project Eligibility

A. Has the project been reviewed by the Bicycle and Pedestrian Advisory Committee? Yes☒ No☐
If "YES," identify the date and provide a copy or link to the agenda. – February 03, 2025: Parks, Recreation, & Cultural Resources Commission • Agendas & Minutes • CivicClerk
If "NO," provide an explanation).

B. Has the project been approved by the claimant's governing body? Yes☒ No☐
If "NO," provide expected date:_____

C. Has this project previously received TDA Article 3 funding? Yes☐ No☒
(If "YES," provide an explanation on a separate page)

D. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? Yes☒ No☐

E. **1.** Is the project categorically exempt from CEQA, pursuant to CCR Section 15301(c), Existing Facility? Yes☒ No☐

2. If "NO" above, is the project is exempt from CEQA for another reason? Yes☐ No☐
Cite the basis for the exemption. _____ N/A☐
If the project is not exempt, please check "NO," and provide environmental documentation, as appropriate.

F. Estimated Project Completion Date of project (month and year): December 2025

G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other Yes☒ No☐

than the Claimant is to maintain the facility, please identify below and provide the agreement.

H. Is a Complete Streets Checklist required for this project ? Yes☒ No☐
If the amount requested is over $250,000 or if the total project phase or construction phase is over $250,000, a Complete Streets checklist is likely required. Please attach the Complete Streets checklist or record of review, as applicable. More information and the form may be found here: https://mtc.ca.gov/planning/transportation/complete-streets

Resolution No. _____

PROJECT MAP

CITY OF MILPITAS

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution to Accept the Improvements, Authorize the City Engineer to File a Notice of Completion and Issue a Notice of Final Acceptance After the One-Year Warranty, and Authorize Design Services Agreement Amendment No. 2 with MNS Engineers, Inc. for Fire Station 1 Pressure Reducing Stations Reconstruction, Project No. 7133 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**
Category:	Consent Calendar-Community Development
Meeting Date:	5/6/2025
Recommendation:	(1) Adopt a resolution to accept improvements, (2) Authorize the City Engineer to file a Notice of Completion and issue a Notice of Final Acceptance after the one-year warranty; and (3) Approve and authorize the Interim City Manager to execute Amendment No. 2 to the Design Services Agreement with MNS Engineers, Inc. in the amount of $99,651 for Fire Station 1 Pressure Reducing Stations Reconstruction, Project No. 7133.

BACKGROUND:

On June 4, 2024, the City Council awarded a construction contract to Preston Pipelines Infrastructure, LLC for the Fire Station 1 Pressure Reducing Stations Reconstruction, Project No. 7133 (Project) in the amount of $999,240. The Project is included in the Adopted 2025-2029 Capital Improvement Program (CIP), and provides for the design and reconstruction of the existing underground 12-inch and 16-inch pressure-reducing stations (PRS) to above ground facilities along Curtis Avenue of the Fire Station No. 1 property. These PRS are a critical component of the City water distribution system to maintain regular pressure throughout the City Water Zone Santa Clara (SC) 1 and SC 2.

In January 2023, a surge event occurred within the system that damaged the existing 16-inch pressure-reducing valve. The City entered into a Design Service Agreement with MNS Engineers, Inc. on March 29, 2023, to assess the existing system and provide design services for the reconstruction of the PRS and City Council approved Amendment No. 1 for construction management and inspection services of the Project on June 4, 2024. The total compensation of the agreement is $255,652.

ANALYSIS:

The Project was successfully completed within budget. The PRS are fully functional and have been operating without issue since completion. Staff recommends that the City Council adopt a Resolution (Attachment 1) granting acceptance of the Project and authorizing the City Engineer to file a Notice of Completion (Attachment 2) in accordance with the provisions of Section 9204 of the Civil Code. Staff also recommends the City Council authorize the City Engineer to issue a notice of final acceptance after the one-year warranty period without further City Council action, provided that all warranty work is completed to the satisfaction of the City Engineer.

Furthermore, staff recommends the approval of Amendment No. 2 to the Design Services Agreement with MNS Engineers, Inc. Attachment 3 for the provision for additional construction management and inspection services and engineering support services rendered during construction. During the development of Amendment No. 1, the duration of full-time inspection services was forecasted to be approximately 2.5 months but was extended to 4 months due to unforeseen underground utility conflicts that required redesign, integration with the City's new SCADA system, and logistics with Fire Station No. 1 operation. In addition, staff inadvertently excluded the services for engineering support during construction and the development of close-out documentation. During the active construction phase, and to avoid any further project delays, staff

negotiated a scope and fee for Amendment No. 2 in the amount not to exceed $99,651, which will increase compensation of the agreement from $255,652 to $355,303. No additional funding appropriation is required for Amendment No. 2. Due to staff turnover on the project management team combined with the urgency to complete the work, the design services agreement amendment was not able to be brought to Council prior to the work being completed. In the future, staff will always strive to bring these items to Council for consideration prior to the work being completed.

POLICY ALTERNATIVE(S):

Alternative: Do not adopt a Resolution for Project acceptance, filing a notice of completion to begin the one-year warranty, and approving Amendment No. 2 with MNS Engineers, Inc.

Pros: None.

Cons: A denial would result in the City being unable to accept the completed improvements and commence the one-year warranty in accordance with the contract documents. In addition, a denial of Amendment No. 2 will risk that MNS Engineers, Inc. could file a claim against the City for work they completed at the direction of staff.

Reason for Not Recommending: Since the Contractor has completed the Project in accordance with the approved contract documents, a denial to accept the Project could be considered as a breach of contract and risk a possible claim by the Contractor. In addition, since staff directed MNS Engineers, Inc. to continue work beyond the terms and scope of the agreement, the City is obligated to compensate for their efforts.

FISCAL IMPACT:

There are adequate funds available of approximately $958,956 in the Project budget to cover Amendment No. 2 and no additional funding appropriation is required. The Public Works Department will be responsible for maintenance and operations of the improvements and has sufficient budget for Fiscal Year 2024-25. Any required additional funding for ongoing maintenance will be requested through future budget appropriations as the Council adopts the annual operating budget for the Department.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

City Staff determined the installation of (2) new Pressure Reducing Stations on the Fire Station 1 property consisted of minor alterations to an existing public facility that involved no expansions of the existing use per California Code Regulation, Title 14 section 15301 and California Code Regulation, Title 14 section 15302. Based on staff's findings, this project is under categorical exemption (Class 1 – Existing Facilities) from the requirement of CEQA.

RECOMMENDATION:

(1) Adopt a resolution to accept improvements.
(2) Authorize the City Engineer to file a Notice of Completion and issue a Notice of Final Acceptance after the one-year warranty
(3) Approve and authorize the Interim City Manager to execute Amendment No. 2 to the Design Services Agreement with MNS Engineers, Inc. in the amount of $99,651 for Fire Station 1 Pressure Reducing Stations Reconstruction, Project No. 7133.

ATTACHMENT(S):

(a) Resolution
(b) Notice of Completion
(c) MNS Amendment No. 2
(d) MNS Amendment Proposal

Attachment 1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS GRANTING ACCEPTANCE OF IMPROVEMENTS AND APPROVE AND AUTHORIZE THE INTERIM CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE DESIGN SERVICES AGREEMENT WITH MNS ENGINEERS INC., IN THE AMOUNT OF $99,651 FOR FIRE STATION 1 PRESSURE REDUCING STATION RECONSTRUCTION, PROJECT NO. 7133

WHEREAS, the City of Milpitas has heretofore entered into a contract with Preston Pipelines, for Fire Station 1 PRV Project, Project No. 7133, in the amount of $999,240 ("Project"), and the City Engineer of the City of Milpitas has recommended acceptance of said improvement as completed in accordance with plans, specifications and approved change orders and correction lists, and in accordance with the final inspection of said City Engineer; and

WHEREAS, staff recommends the City Council authorize the Interim City Manager to execute Amendment No. 2 to the Design Services Agreement with MNS Engineers, Inc. in the amount not to exceed $99,651.

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 of Milpitas does hereby accept said improvement as completed on this 6th day of May, 2025, and does hereby authorize and direct the City Engineer of the City of Milpitas to file a Notice of Completion in accordance with the provisions of Section 9204 of the Civil Code of the State of California, and does hereby authorize and direct the City Engineer to file a Certificate of Completion in accordance with the provisions of Section 4005 of the Government Code of the State of California, if said work was by day's labor or force account.

3. The City Council authorizes the City Engineer to issue the Notice of Final Acceptance after the one-year warranty period without further City Council action, provided all required warranty repairs are completed to the satisfaction of the City Engineer; and nothing herein contained shall in any way be deemed to be a waiver, release or relinquishment by City of any obligations imposed upon the contractor or its surety, or sureties, by law or by the above-referenced improvement contract, save and except those obligations specifically mentioned herein.

4. The ~~Interim~~ City Manager or their designee is hereby authorized to execute Amendment No. 2 to the design services agreement with MNS Engineers, Inc. for the amount not to exceed $99,651.

Attachment 2

PASSED AND ADOPTED this _____ day of _____, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Carmen Montano, Mayor

APPROVED AS TO FORM:

_____
Christopher Creech, Acting City Attorney

Attachment 2

Recording Requested by and
When Recorded Mail to:

City of Milpitas
455 East Calaveras Boulevard
Milpitas, CA 95035
Attention: City Clerk

Record without fee under
Section 6103 - Government Code
State of California

CITY OF MILPITAS
NOTICE OF COMPLETION
(Civil Code Section 9204)

NOTICE IS HEREBY GIVEN:

1. On or about June 6, 2024, the City Council of the City of Milpitas, a municipal corporation of the State of California, whose address is City Hall, 455 East Calaveras Boulevard, Milpitas, California, 95035 (as owner) entered into a contract for work of: **Fire Station 1 Pressure Reducing Station Reconstruction, Project No. 7133**

2. A description of the site of which the City is owner for said work of improvement is: **777 S Main St.** in the City of Milpitas, Santa Clara County, California, more particularly described on the plans.

3. The name and address of the direct contractor is: **Preston Pipelines Inc., 133 Bothelo Ave, Milpitas, CA 95035.**

4. A general statement of the kind of work done or materials furnished to the City is as follows: **The Project provides for replacement of existing Pressure Reducing Valves from below-ground to above-ground stations.**

5. Said work of improvement was accepted by the Milpitas City Council as complete on May 6th , 2025.

****

I, the undersigned, declare that I am the **City Engineer** of the City of Milpitas and am authorized to execute the foregoing Notice of Completion and this Verification thereof. I have read the foregoing Notice of Completion. I declare under penalty of perjury that the foregoing Notice of Completion is true and correct. Executed on _____, 2025 at Milpitas, California.

_____
Michael Silveira, P.E., City Engineer
City of Milpitas

NOTE: RECORD WITHIN 15 DAYS OF ACCEPTANCE WITH COUNTY RECORDER OF SANTA CLARA COUNTY

Attachment 3

Project No.: CP 7133
Project Name: Fire Station 1 Pressure Reducing Station Reconstruction

AMENDMENT NO. 2
TO THE DESIGN SERVICES AGREEMENT BETWEEN CITY OF MILPITAS AND MNS ENGINEERS, INC.

This Amendment is entered into this 6th day of May 2025 by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and MNS Engineers, Inc., a California Corporation (hereafter referred to as "CONSULTANT"). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Amendment No. ~~1~~2.

RECITALS

WHEREAS, on March 29, 2023, the parties entered into an Agreement entitled “Design Services Agreement between the City of Milpitas and MNS Engineers, Inc.” (“Agreement”) for design services in the total amount of $99,128.00; and

WHEREAS, on June 4, 2024, the parties entered into an Amendment No. 1 increase the compensation by $156,524.00 to allow CONSULTANT to provide construction management and inspection services, for the total amount of $255,652.00, and to make ministerial changes to the Agreement; and

WHEREAS, the parties now desire to amend the Agreement to increase the compensation by $99,651.00 to allow CONSULTANT to provide additional construction management, inspection, and engineering support during construction services and close-out documents as described in Exhibit A-2, attached hereto, for a new total amount of $355,303.00; and

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. Section 3.10.1, entitled “Designer’s Compensation for Basic Services,” the first line is hereby amended to read as follows:

   “City shall pay to Designer, for the performance of all Services rendered under this Agreement, the total not-to-exceed amount of Three Hundred Fifty-Five Thousand Three Hundred and Three Dollars **($355,303.00**) (Total Compensation).

2. **Exhibit A-2**, attached hereto and incorporated herein by this reference, are hereby added to the Agreement.

3. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 3.3.3, entitled "Standards and Insurance" of the Agreement dated March 29, 2023. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policies.

4. Except as amended by this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

5. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2. Consultant agrees that it has received adequate and sufficient compensation under the Agreement, as herein and previously amended, for all claims and compensation submitted, owed, or accruing for the Project that is the subject of the Agreement as of the date of this Amendment No. 2 and that all such claims and compensation are hereby satisfied in full.

6. If any provision of this Amendment No. 2 shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment No. 1 unless elimination of such provision materially alters the rights and obligations set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2
TO DESIGN SERVICES AGREMENT BETWEEN THE CITY OF MILPITAS AND MNS ENGINEERS, INC.

This Amendment No. 1 is executed as of the date first written above.

APPROVED BY:

CITY OF MILPITAS

APPROVED BY:

_____
Deanna J. Santana, ~~Interim~~ City Manager

_____
Date

CONSULTANT
MNS Engineers Inc.

By:_____
Nicholas Boswell, Supervising Engineer

_____
Date

APPROVED AS TO FORM:

_____
Christopher Creech, Acting City Attorney

APPROVED

_____
Luz Cofresi-Howe, Finance Director

APPROVED AS TO CONTENT:

_____
Christian Di Renzo, Public Works Director

2025 Gateway Place, Suite 328 | San Jose, CA 95110
408.610.4202 OFFICE
mnsengineers.com

January 24, 2025

City of Milpitas, Department of Public Works
Attention: Mr. Michael Silvera PE, City Engineer
1265 N. Milpitas Avenue
Milpitas, CA 95035

SUBJECT: **Request for Amendment – Construction Management, Construction Inspection, and Engineering Services for Construction. Fire Station No. 1 Pressure Reducing Stations Replacement Project (Project)**

Dear Mr. Silveria,

As a follow up to our recent City discussions, the Project is almost complete, but construction has taken more time than originally estimated. In May 2024, the Project was bid for construction and Preston Pipelines Inc. (Preston/Contractor) was selected to construct the improvements. In June 2024, the City contracted with MNS Engineers Inc. (MNS) to provide Construction Management and Construction Inspection Services for the Project. The Construction Management and Construction Inspection Services Contract assumed a construction period of 5 months with full time inspection services over a 2.5 month field construction duration.

At that time MNS submitted to the City a proposal to provide Engineering Services during Construction (ESDC), however, a contract for these services was not executed. Instead, the City requested MNS complete the ESDC work under the contract for Construction Management and Construction Inspection, and to notify the City if additional funds are needed to complete the work.

As of today, the overall construction duration is forecasted as 9 months (June 2024 – February 2025) with 4 months of full time Construction Inspection provided (October 15th 2024 – January 15th 2025). As of the date of this proposal, MNS has exceeded the available budget and funding of our contract by $56,500.00, when taking into consideration subconsultant compensation and the following schedule forecast: end of substantial field construction and MNS field inspection services on 1/24/2025, end of contractor fence installation on 2/21/2025, and end of project close out on 2/28/2025.

This amendment request is to provide the previously unfunded ESDC as well as additional Construction Management and Construction Inspection Services as required to complete the Project work for the extended construction duration forecasted by the Contractor's current construction schedule. An estimated level of effort to fund the Engineering, Construction Management, and Inspection Services through closeout has been prepared. Based on the Contractor's operation and remaining work to be completed we estimate the additional cost to be $99,651.00.

MNS DETAILS

LEGAL NAME
MNS Engineers, Inc.

FIRM OWNERSHIP TYPE
C-Corporation

YEAR FIRM ESTABLISHED
1962

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
DIR No. 1000003564

CORPORATE OFFICE
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103
805.692.6921 Office/Fax
mnsengineers.com

LOCAL OFFICE
111 N. Market Street, Suite 440
San Jose, CA 95113
408.610.4202

PROJECT CONTACT
Nicholas Boswell, PE
Project Manager
805.448.4227 Mobile
nboswell@mnsengineers.com

AUTHORIZED SIGNATURE
Nick Panofsky, PE
Vice President
805.772.2734 Mobile
npanofsky@mnsengineers.com

A detailed fee proposal spreadsheet is included as attachment to this proposal. All fees are in accordance with the MNS 2024 Standard Fee Schedule, included as an attachment. We assume proposed fees may be reallocated between Subtasks as needed to address actual effort required to complete the described scope of work.

Please contact me with any questions.

Sincerely,

Nicholas Boswell

Nicholas Boswell, PE
Supervising Engineer

MNS Engineers, Inc.

Greg Chelini, PE
Vice President, Principal Construction Manager

MNS Engineers, Inc.

Attachments:

1. Detailed Fee Proposal
2. 2024 Standard Rate Schedule

City of Milpitas
Fire Station No. 1 Pressure Reducing Valves Replacement Project
MNS Engineers Inc.

Tasks		Labor								Subconsultants						Total
Task ID	Task Description	Supervising Engineer	Associate Engineer	Resident Engineer	Senior Inspector	Office Administrator	Engineering Technician	Total Hours	Total Labor Costs	Structural	Electrical	Current Budget Exceedance	Subtotal Subs	Subs Mark Up 15%	Total Fee
		Nick Boswell	Hope Laborn	Kevin Barteaux	Peter Testa	Fina Auau	Kiley Diego			SSG	Hydroscience				
		$255	$190	$270	$198	$135	$130			LS Based on (Fee/Hr)	LS Based on (Fee/Hr)				
	Task 4.2: Construction Management and Inspection Services														
4.2	Construction Management and Inspection Services			90	42	25		**157**	**$ 35,991**			$ 56,500	$ -	$ -	$ 92,491
	Task 4.2 Subtotal	**0**	**0**	**90**	**42**	**25**	**0**	**157**	**$ 35,991**	**0**	**0**	**$ 56,500**	**$ -**	**$ -**	**$ 92,491**
	Task 4.4: Engineering Services for Construction														
4.4	Construction Meetings	4						**4**	**$ 1,020**			$0	$ -	$ -	$ 1,020
4.4	Submittal Review							**0**	**$ -**			$0	$ -	$ -	$ -
4.4	Respond to Contractor RFIs	4						**4**	**$ 1,020**			$0	$ -	$ -	$ 1,020
4.4	Record Drawings	8	8				12	**28**	**$ 5,120**			$0	$ -	$ -	$ 5,120
	Task 4.4 Subtotal	**16**	**8**	**0**	**0**	**0**	**12**	**36**	**$ 7,160**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 7,160**
	Total	**$ 4,080**	**$ 1,520**	**$ 24,300**	**$ 8,316**	**$ 3,375**	**$ 1,560**	**$ 193**	**$ 43,151**	**$ -**	**$ -**	**$ 56,500**	**$ -**	**$ -**	**$ 99,651**

2024 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge	$340
Senior Project/Program Manager	325
Project/Program Manager	275
Assistant Project/Program Manager	255
Senior Project Coordinator	195
Project Coordinator	165

ENGINEERING

Principal Engineer	$305
Lead Engineer	270
Supervising Engineer	255
Senior Project Engineer	235
Project Engineer	210
Associate Engineer	190
Assistant Engineer	175

SURVEYING

Principal Surveyor	$280
Lead Surveyor	270
Supervising Surveyor	230
Senior Project Surveyor	210
Project Surveyor	185
Associate Project Surveyor	175
Assistant Project Surveyor	160
Party Chief (PW)	190
Chainperson (PW)	160
One-Person Survey Crew (PW)	225

TECHNICAL SUPPORT

CADD Manager	$210
Supervising Technician	180
Senior Technician	170
Engineering Technician	130

CONSTRUCTION MANAGEMENT

Principal Construction Manager	$335
Senior Construction Manager	290
Senior Resident Engineer	280
Resident Engineer	270
Structure Representative	260
Construction Manager	230
Assistant Resident Engineer	215
Sr. Construction Inspector (PW)	198
Construction Inspector (PW)	188
Office Administrator	135

PLANNING

Planning Director	$235
City Planner/Planning Manager	220
Principal Planner	205
Senior Planner	190
Associate Planner	160
Assistant Planner	135
Planning Technician	115

ADMINISTRATIVE SUPPORT

Senior Management Analyst	$195
Management Analyst	165
IT Technician	150
Graphics/Visualization Specialist	160
Administrative Assistant	105

GOVERNMENT SERVICES

City Engineer	$265
Deputy City Engineer	235
Assistant City Engineer	225
Plan Check Engineer	185
Permit Engineer	175
City Inspector	175
Senior City Inspector (PW)	198
City Inspector (PW)	188
Principal Stormwater Specialist	190
Senior Stormwater Specialist	180
Stormwater Specialist	170
Stormwater Technician	150
Building Official	250
Senior Building Inspector	200
Building Inspector	175
Senior Grant Writer	190
Grant Writer	180
Associate Grant Writer	160
Assistant Grant Writer	145

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to 5% annual escalation or the most recent US Bureau of Labor Statistics Consumer Price Index, whichever is higher.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rate.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution to Approve Project Plans and Specifications, Award Construction Contract to VSS International, Inc. for Street Sealing Project 2024, Capital Improvement Plan (CIP) Nos. 3424, 3426, 4283, 4305 and 7118; and Approve the Budget Amendment for the Street Resurfacing Project 2023-24, CIP No. 4305 (Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	4/15/2025
Recommendation:	Adopt a resolution to (1) Approve Project plans and specifications, (2) Authorize the City Manager or designee, to award and execute the construction contract with VSS International, Inc. in the amount of $3,031,971.04, (3) Authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed $316,000 for Street Sealing Project 2024, CIP Nos. 3424, 3426, 4283, 4305 and 7118; and (4) Approve the budget amendment in the amount of $208,372.40 from the California State Bill 1 Road Maintenance and Rehabilitation Account (SB1 RMRA) for the Street Resurfacing Project 2023-24, CIP No. 4305.

BACKGROUND:

The Traffic and Transportation Engineering section of the Public Works Department is responsible for planning and managing the Citywide Street Resurfacing Program. The streets identified annually for the repair, rehabilitation, and/or reconstruction are based on the Pavement Technical Assessment Program (P-TAP) report developed by the Metropolitan Transportation Commission (MTC). The P-TAP report provides agencies with recommendations to optimize the pavement condition rating and the use of funding. According to the 2024 P-TAP report, the City's Pavement Condition Index (PCI) stands at 71, classified as "Good Condition" and above the Bay Area's average of 67. The City's goal is to maintain a minimum PCI rating of 70.

The City Council approved the improvements along Great Mall Parkway from I-880 to McCandless Drive and Thompson Street and Court through the Street Resurfacing Project 2024, CIP No. 4305 (GMP Phase 1) and Great Mall Parkway from McCandless Drive to Montague Expressway; Adler Dr. from Tasman Dr. to Barber Ln.; and Tasman Dr. from Alder Dr. to I-880 through the Street Resurfacing Project 2025, CIP No. 4300 (GMP Phase 2) as part of the Adopted 2024-28 and 2025-29 Capital Improvement Programs, respectively. GMP Phase 1 was successfully completed under budget this past fall and GMP Phase 2 was scheduled to be constructed in 2025.

On October 24, 2024, the Transportation Subcommittee expressed support of the workplan update from staff on the City Street Resurfacing Program to postpone GMP Phase 2 until 2026 to allow staff to pursue grant opportunities while conducting a preventive maintenance street sealing project in 2025 with the available funding in Street Resurfacing Project 2024, CIP No. 4305. On February 4, 2025, City Council accepted staff's workplan recommendation for the Street Resurfacing Program and staff proceeded with the bid advertising of the Street Sealing Project 2024, Project Nos. 3424, 3426, 4283, 4305 and 7118 ("Project"). Staff has submitted a $3.4 million grant application through the CTC Local Partnership Program and expects a grant award announcement by June 30, 2025.

The Project provides for the design and construction of asphalt concrete improvements consisting of grind and overlay, cape, crack and slurry sealing, and spot repairs; concrete improvements including repairs to curb, gutter, and sidewalk and curb ramp replacements in compliance with Americans with Disabilities Act; pedestrian improvements at adjacent signalized intersections; and reinstallation of striping and pavement delineation. As part of the accepted workplan, the Project included the following streets as the base bid:

- E. Calaveras Blvd. from I-680 to Evans Road, excluding the portion of the road that was improved by the Milpitas Unified School District Innovation Campus project
- North Park Victoria from Jacklin Road to East Calaveras Blvd.
- North and south side streets adjacent to Mt. Shasta Ave. including Courtland Court and Avenue, Jungfrau Court, Bee Court, Matterhorn Court, Big Bear Court, and Chewpon Avenue.
- Temple Avenue from East Calaveras Boulevard to Wylie Drive.

Staff also included the following work as bid alternates in the event of sufficient funding to award one or multiple alternates with the base scope.

- Alternate 1: Beacon Drive, Canton Drive from Roswell Drive and Bixby Drive, Lawton Drive, and Roswell Drive from Canton Drive to end of cul-de-sac
- Alternate 2: Sepulveda Court
- Alternate 3: Bixby Drive from Burley Drive to Wylie Drive; and portion of Burley Drive, Canton Drive, and Wylie Drive from Sout Temple Drive to Bixby Drive
- Alternate 4: Resurfacing of the asphalt pathway at Strickroth Park

ANALYSIS:

The Project was advertised on the City's eProcurement system, OpenGov Procurement, and digital construction trade publications on March 7, 2025, and in the Milpitas Post on March 7 and 14, 2025, in accordance with the bidding requirements of the Uniform Public Construction Cost Accounting Act. The Project was also posted at Milpitas City Hall, Sports Center, and Senior Center as per City Council direction and Government Code section 36933. The bid opening was held on April 2, 2025, and two (2) sealed bids were received with the price range from $2,238,375.05 to $2,469,768.32. The apparent lowest bidder was O'Grady Paving, Inc., submitting a base bid in the amount of $2,238,375.05. The Project Plan and Specifications (Attachment 2); and the Engineer's Construction Estimate for the Project's base bid is $2,009,724 and the Summary of Bid Results is as follows while detailed information regarding the bid results (Attachment 3) are included in the agenda packet.

Bidder	Base Bid	Bid Alternate No. 1	Bid Alternate No. 2	Bid Alternate No. 3	Bid Alternate No. 4
Engineer's Estimate	*$2,009,724.00*	*$211,758.33*	*$64,311.14*	*$381,218.33*	*$208,928.50*
O'Grady Paving, Inc.	$2,238,375.05	$305,640.00	$157,181.00	$351,732.00	$198,172.00
VSS International, Inc.	$2,469,768.32	$217,008.80	$91,223.28	$348,239.96	$253,970.64

The bid pricing submitted varies between 11.4% to 22.9% over the Engineer's Construction Estimate. The variation is likely due to the current construction market being affected by inflation and/or tariffs, workload schedules, bidder overhead costs and profit margins, and material and labor markup.

Staff reviewed the O'Grady Paving, Inc. (O'Grady) bid proposal and determined it as non-responsive. O'Grady stated 75.9% of the contract value would be performed by subcontractors which fails to conform with the requirement that the successful bidder shall perform at least 50% of the contract value as specified in Section 00 21 13 - Instructions to Bidders, under Item 9 - Subcontractors of the Contract Specifications. Staff reviewed the bid proposal submitted by VSS International, Inc., the apparent second lowest bidder, and found their bid proposal to be responsive.

Staff informed O'Grady in writing of their non-responsive bid (Attachment 4) and on April 17, 2025 posted a Notice of Intent to Award (Attachment 5) to VSS International, Inc., on OpenGov Procurement. The notice advised of the seven (7) calendar days allowed by City of Milpitas Municipal Code *Section I-2-3.19 – Protest Procedure* by which to submit a bid protest to the City; no bid protests were received by the 5:00 pm April 23, 2025, deadline. Staff therefore recommends awarding a construction contract in the base bid amount of $2,469,768.32 plus alternate bid item nos. 1, 2 and 4 in the amount of $562,202.72 for the total amount of $3,031,971.04 to VSS International, Inc., the lowest responsible bidder submitting a responsive bid.

The construction contingency established for the Project to address any unforeseen conditions that arise during construction is $316,000 which is approximately 10.4% of the total contract value. As previously approved for the successful completion of recent projects with tight completion schedules, staff is requesting the use of the same change order policy used for previous projects (Attachment 6). This policy allows for timely completion of the Project, while addressing the need to respond swiftly to construction conditions and approve necessary change orders to limit potential claims or risks to the City.

Budget Amendment

California State Bill 1 Road Maintenance and Rehabilitation Account (SB1 RMRA) was signed into law in April 2017 to address statewide transportation infrastructure maintenance funding shortfalls. The funding is distributed to local jurisdictions on a population-based formula.

The City adopted the SB1 RMRA budget in Fiscal Year 2023-24 in the amount of $1,963,551 for Street Resurfacing Project 2024, CIP Project No. 4305. The actual funding the City received from the State was $2,116,457.52. Staff is requesting a budget appropriation to increase the SB1 RMRA funding by $208,372.40 in CIP Project No. 4305 to account for the $152,906.52 difference from the projected allocation versus the actual allocation received, and the interest accrued of $55,465.88. Approving the Project budget amendment is required to qualify all Project expenditures for reimbursement. The following is a summary of the requested Budget Amendment for the Project.

Project No. 4305	Current Adopted Budget	Proposed Budget Increase/(Decrease)	Proposed Budget Total
SB1 RMRA	$1,963,551.00	$208,372.40	$2,171,923.40

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve the Project's plans and specifications, and do not award the construction contract to VSS International, Inc.

Pros: None.

Cons: A denial would delay the completion of annual repairs and rehabilitation of the City's roadways.

Reason for Not Recommending: The Project will have to be readvertise which results in the Project being postponed by a minimum of six months, missing the ideal construction season. A postponement would push the Project to be constructed during the rainy season which may potentially result in higher total construction costs. In addition, not completing the Project this summer may adversely impact the City's overall PCI rating.

Alternative 2: Do not approve the budget amendment for the Street Resurfacing Project 2024, CIP Project No. 4305.

Pros: None.

Cons: Not approving the budget amendment according to the actual funding received will not allow the City to qualify all Project expenditures for reimbursement.

Reason for Not Recommending: The City will not be able to collect the fully allocated reimbursement for expenditures.

FISCAL IMPACT:

The Project will be funded by various CIP Projects, including nos. 3424, 3426, 4283, 4305, and 7118, to complete the work. Adequate funds are available in all CIP Projects and no additional funding is required. In summary, CIP Project No. 3424 will fund the resurfacing of the asphalt pavement pathway at Strickroth Park; CIP Project No. 3426 will fund concrete repairs to curb, gutter, and sidewalk; CIP Project No. 4283 will fund curb ramp replacements; CIP Project No. 7118 will fund portion of the resurfacing on Calaveras Blvd. due to

the recently completed water main and valve improvements; and CIP Project No. 4305 will fund the remaining street improvements. The allocation of the funding from various CIP Projects are summarized below as follows:

Project CIP Number	Project Funding Allocation	Uncommitted Balance as of March 31, 2025
Project No. 3424	$292,066.24	$668,718.05
Project No. 3426	$350,000.00	$861,239.37
Project No. 4283	$281,351.00	$400,000.19
Project No. 4305	$2,364,553.80	$3,718,429.17
Project No. 7118	$60,000.00	$5,190,030.05
Total Funding Allocation	**$3,347,971.04**	**$10,838,416.83**

Summary of Estimated Construction Cost:

Construction Contract	
Base Bid	$2,469,768.32
Bid Alternates 1, 2, & 4	$562,202.72
10.4% Contingency	$316,000.00
Total Construction Cost	**$3,347,971.04**

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The project is exempt under Section 15301 (Existing Facilities) of the CEQA guidelines. A Notice of Exemption (NOE) was filed with the County of Santa Clara on February 18, 2025.

RECOMMENDATION:
Adopt a resolution to:
(1) Approve Project plans and specifications.
(2) Authorize the City Manager, or designee, to award and execute the construction contract with VSS International, Inc. in the amount of $3,031,971.04.
(3) Authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed $316,000 for Street Sealing Project 2024, CIP Nos. 3424, 3426, 4283, 4305 and 7118.
(4) Approve the budget amendment in the amount of $208,372.40 from the SB1 RMRA for the Street Resurfacing Project 2023-24, CIP No. 4305.

ATTACHMENT(S):
(a) Resolution
(b) Project Plan Title Sheet
(c) Bid Tabulation
(d) City Letter to O'Grady Paving Inc.
(e) Notice of Intent to Award
(f) Construction Change Order Policy

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE PROJECT PLANS AND SPECIFICATIONS; AWARDING CONSTRUCTION CONTRACT TO THE LOWEST RESPONSIBLE BIDDER SUBMITTING A RESPONSIVE BID, VSS INTERNATIONAL, INC. IN A TOTAL AMOUNT OF $3,031,971.04; AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONSTRUCTION CONTRACT WITH VSS INTERNATIONAL, INC.; AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDER(S) IN AN AGGREGATE AMOUNT NOT TO EXCEED $316,00.00 FOR THE STREET SEALING PROJECT 2024, PROJECT NO. 3424, 3426, 4283, 4305, AND 7118; AND APPROVING THE BUDGET AMENDMENT OF THE CALIFORNIA STATE BILL 1 ROAD MAINTENANCE AND REHABILITATION ACCOUNT (SB1 RMRA) IN THE AMOUNT OF $208,372.40 FOR THE STREET RESURFACING PROJECT 2023-24, CIP PROJECT NO. 4305.

WHEREAS, On February 04, 2025, the City Council accepted the workplan update on the City's Street Resurfacing Program to postpone the Street Resurfacing Project 2025, CIP No. 4300 until 2026 to allow staff to pursue grant opportunities and conduct a preventive maintenance street sealing project in 2025 with the available funding in Street Resurfacing Project 2024, CIP No. 4305.

WHEREAS, The Street Sealing Project 2024, Project Nos. 3424, 3426, 4283, 4305 and 7118 ("Project") will provide the design and construction of asphalt concrete improvements consisting of grind and overlay, cape, crack and slurry sealing, and spot repairs; concrete improvements including repairs to curb, gutter, sidewalk and curb ramp replacement to be compliant with Americans with Disabilities Act; pedestrian improvements at adjacent signalized intersections; and reinstallation of striping and pavement delineation. The Project included the following streets as the base bid:

- E. Calaveras Blvd. from I-680 to Evans Road, excluding the portion of the road that was improved by the MUSD Innovation Campus project;
- North Park Victoria from Jacklin Road to E. Calaveras Blvd.;
- North and south side streets adjacent to Mt. Shasta Ave. including Courtland Ct. and Ave., Jungfrau Ct., Bee Ct., Matterhorn Ct., Big Bear Ct., and Chewpon Ave.;
- Temple Ave. from E. Calaveras Blvd. to Wylie Dr.

The Project also included the following areas as bid alternatives for possible award in addition to the base bid subject to funding:

- Alternative 1: Beacon Dr., Canton Dr. from Roswell Drive and Bixby Drive, Lawton Dr., and Roswell Dr. from Canton Dr. to end of cul-de-sac.
- Alternative 2: Sepulveda Ct.
- Alternative 3: Bixby Dr. from Burley Dr. to Wylie Dr., and portion of Burley Dr., Canton Dr., and Wylie Dr. from S. Temple Dr. to Bixby Dr..
- Alternative 4: resurfacing of the asphalt pathway at Strickroth Park.

WHEREAS, the Project was advertised on the City eProcurement system, OpenGov Procurement and digital construction trade publications on March 7, 2025, and in the Milpitas Post on March 7 and 14, 2025, in accordance with the bidding requirements of the Uniform Public Construction Cost Accounting Act; and posted at Milpitas City Hall, Sports Center, and Senior Center per City Council direction and Government Code section 36933; and

WHEREAS, the Engineer's Estimate for the Project's Base Bid is $2,009,663.00, Bid Alternate No. 1 is $211,758.33, Bid Alternate No. 2 is $64,311.14, Bid Alternate No. 3 is $381,218.33; and Bid Alternate No. 4 is $208,928.50; and

WHEREAS, on April 2, 2025, two (2) sealed bid proposals were received and the base bid pricing ranged from $2,238,375.05 to $2,469,768.32; and

WHEREAS, O'Grady Paving, Inc. bid proposal was the apparent lowest bid, but was deemed non-responsive because the bid did not meet requirements set forth in the Project bid documents which O'Grady Paving, Inc. was notified by certified mail on April 7, 2025; and

WHEREAS, the lowest responsible bidder submitting a responsive bid is VSS International, Inc. in the base bid amount of $2,469,768.32; and

WHEREAS, the Notice of Intent to Award Contract to VSS International, Inc. was posted on OpenGov Procurement and no bid protest was filed with the City within seven (7) days of the posting as set forth in the Milpitas Municipal Code 1-2-3.19-Protest Procedure: and

WHEREAS, staff recommends the City Council award a construction contract to VSS International, Inc., the lowest responsible and responsive bidder for the Project, and authorize the City Manager to execute a contract for the base bid and Alternate Bid Items 1, 2, and 4 in the amount of $3,031,971.04 in accordance with State law; and

WHEREAS, sufficient funds are available in the Project budget to award the VSS International, Inc in in the total amounts of $3,031,971.04; and

WHEREAS, staff recommends the City Council authorize the Public Works Director to negotiate and execute change order(s) in an amount not to exceed $316,000, ten and four tenth percent (10.4%) of the total contract value, for the Project's timely completion and staff capability to respond swiftly to unanticipated construction conditions to limit potential claims or risk to the City; and

WHEREAS, staff recommends the City Council approve the project plans and specifications; and

WHEREAS, staff recommends the City Council approve the budget amendment in the amount of $208,372.40 in the SB1 RMRA for the Street Resurfacing Project 2023-24, CIP Project No. 4305.

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 projects plans and specifications.

3. The City Council hereby awards the construction contract to and authorizes the City Manager to execute the contract and related documents with the lowest responsible bidder submitting a responsive bid, VSS International, Inc., in the amount of $3,031,971.04 for

the Project. The City Manager or their designee is authorized to execute a contract with VSS International, Inc. not to exceed this amount and take all necessary actions to effectuate this award.

4. The Public Works Director is hereby authorized to negotiate and execute contract change order(s) in an aggregate amount not to exceed $316,000.00 for the Project.

5. The City Council hereby approves the budget amendment in the amount of $208,372.40 in the SB1 RMRA for the Street Resurfacing Project 2023-24, CIP Project No. 4305

PASSED AND ADOPTED this 6th day of May, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Carmen Montano, Mayor

APPROVED AS TO FORM:

_____
Christopher Creech, Acting City Attorney

CITY OF MILPITAS
2024 STREET SEALING – PHASE 2
CITY PROJECT No. 4305

ABBREVIATIONS:

AB	AGGREGATE BASE	JT	JOINT TRENCH
ABN	ABANDON	LG	LIP OF GUTTER
AC	ASPHALT CONCRETE	MH	MANHOLE
Adj	ADJUST	MOD	MODIFIED
AP	ANGLE POINT	NB	NORTH BOUND
ARV	AIR RELEASE VALVE	NTS	NOT TO SCALE
ASB	AGGREGATE SUBBASE	SB	SOUTH BOUND
Beg	BEGIN	SC	SAWCUT
BFP	BACKFLOW PREVENTER	SD	STORM DRAIN
BO	BLOW OFF	SDDI	STORM DRAIN DRAINAGE INLET
BW	BACK OF WALK	SDMH	STORM DRAIN MANHOLE
CB	CATCH BASIN	SF	SQUARE FEET
℄	CENTER LINE	SHLD	SHOULDER
CL	CLASS	SS	SANITARY SEWER
C&G	CURB & GUTTER	SSMH	SANITARY SEWER MANHOLE
CONC	CONCRETE	STA	STATION
COM	CITY OF MILPITAS	STD	STANDARD
CY	CUBIC YARDS	SW	SIDEWALK
DI	DRAINAGE INLET	TC	TOP OF CURB
DIP	DUCTILE IRON PIPE	Tele	TELEPHONE
DWG	DRAWING	TG	TOP OF GRATE
Dwy	DRIVEWAY	Typ, TYP	TYPICAL
EC	END CURVE	Var, VAR	VARIES
EL	ELEVATION	VCP	VITRIFIED CLAY PIPE
Elect	ELECTRICAL	WM	WATER METER
EP	EDGE OF PAVEMENT	WS	WELDED STEEL PIPE
ETW	EDGE OF TRAVELED WAY	O.C.	ON CENTER
Exist, (E)	EXISTING	OG	ORIGINAL GROUND
FC	FACE OF CURB	OH	OVERHEAD
FDC	FIRE DEPARTMENT CONNECTION	(P)	PROPOSED
FG	FINISH GROUND	PCC	PORTLAND CEMENT CONCRETE
FH	FIRE HYDRANT		POINT OF COMPOUND CURVE
FO	FIBER OPTIC	POC	POINT OF CURVE
FC, FOC	FACE OF CURB	POT	POINT OF TANGENCY
FS	FINISHED SURFACE	PL	PROPERTY LINE/PLASTIC
FT	FEET	PPB	PEDESTRIAN PUSH BUTTON
Gas	GAS LINE	PRC	POINT OF REVERSE CURVE
GB	GRADE BREAK	PRF	PAVEMENT REINFORCING FABRIC
GV	GATE VALVE	RAC	RUBBERIZED ASPHALT CONCRETE
HDPE	HIGH DENSITY POLYETHYLENE	RCP	REINFORCED CONCRETE PIPE
HMA	HOT MIX ASPHALT	RET	RETAINING
IN	INCHES	RP	REDUCED PRESSURE BACKFLOW DEVICE
INV	INVERT	R/W	RIGHT OF WAY

- (P) (E) PACIFIC BELL MH
- (M) (E) MONUMENTS
- (S) (E) SSMH
- (D) (E) SDMH
- (E) SDDI
- (E) WV

DRAWING INDEX

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PROJECT DESCRIPTION: 2024 STREET SEALING – PHASE 2

THE 2024 STREET SEALING – PHASE 2 PROJECT CONSISTS OF REHABILITATING VARIOUS STREETS THROUGHOUT THE CITY WITHIN THE LIMITS AS SHOWN ON THESE PLANS. STREET SEALING SHALL INCLUDE CRACK AND SLURRY SEAL, CAPESEAL, AC DIGOUT/REPAIR, AND GRIND/OVERLAY WHERE REQUIRED. IN ADDITION, MINOR CONCRETE WORK: UPGRADING EXISTING CURB RAMPS TO COMPLY WITH CURRENT ADA REQUIREMENTS; CURB AND GUTTER REPAIR; SIGNING AND STRIPING; SIDEWALK REPAIR; TRAFFIC SIGNAL MODIFICATIONS; AND ADJUSTING UTILITY COVERS TO FINISHED GRADE SHALL BE COMPLETED ACCORDING TO THESE PLANS AND ALL ASSOCIATED CONTRACT DOCUMENTS.

NOTE: CONTRACTOR'S LICENSE
A PRIME CONTRACTOR BIDDING ON THIS PROJECT SHALL POSSESS A CLASS A OR C12 LICENSE FROM THE CONTRACTOR'S STATE LICENSE BOARD.

811 CONTACT 811 BEFORE YOU DIG SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 35909 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

TITLE SHEET

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

APPROVED FOR BIDDING BY: Michael Silveira
MICHAEL SILVEIRA, P.E., CITY ENGINEER

PROJECT NO. 4305
Rec. Dwg No. G–01
SCALE: NTS
SHEET 1 OF 44

annjali.boli Mar 05, 2025 – 2:33pm K:\SMT_RDWY\0973864010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\G–01.dwg

CITY GENERAL NOTES:

1. CONTRACTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD THE CITY OF MILPITAS, ITS EMPLOYEES, OFFICERS, AND AUTHORIZED REPRESENTATIVES HARMLESS FROM ANY AND ALL CLAIMS AND LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK.
2. CONTRACTOR SHALL OBTAIN A CITY BUSINESS LICENSE AND A PUBLIC WORKS CONSTRUCTION OR ENCROACHMENT PERMIT PRIOR TO STARTING ANY WORK.
3. THE OFFICIAL COPY OF THESE PLANS ARE ON FILE IN THE OFFICE OF THE CITY ENGINEER.
4. THIS PLAN IS SUBJECT TO REVIEW AND SUBSEQUENT APPROVAL IN THE EVENT WORK HAS NOT COMMENCED WITHIN SIX (6) MONTHS OF THE DATE OF CITY ENGINEER PLAN APPROVAL.
5. CONTRACTOR SHALL SUBMIT A PROJECT CONSTRUCTION SCHEDULE TO THE CITY ENGINEER FOR REVIEW PRIOR TO STARTING WORK.
6. ALL GRADING SHALL COMPLY WITH THE CITY OF MILPITAS GRADING ORDINANCE AND THIS PLAN, INCLUDING ALL SUBSEQUENT REVISIONS.
7. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER'S ENGINEER FROM RESPONSIBILITY TO CORRECT ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION.
8. CONTRACTOR SHALL DISTRIBUTE A CITY APPROVED NOTICE OF CONSTRUCTION TO RESIDENTS AND BUSINESS ADJACENT TO AND WITHIN A MINIMUM OF 300–FEET OF THE PROJECT. NOTICE SHALL BE DISTRIBUTED TWO–WEEKS, ONE–WEEK, AND 24–HOURS PRIOR TO BEGINNING WORK OR AS DIRECTED BY THE CITY ENGINEER.
9. CONTRACTORS MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY STANDARDS DETAILS, CALTRANS STANDARD SPECIFICATIONS, ORDINANCES OF THE CITY OF MILPITAS. CITY STANDARD DETAILS AND SPECIFICATIONS ARE AVAILABLE FROM THE CITY ENGINEERING DEPARTMENT, 408–586–3300: https://www.milpitas.gov/333/Standard–Details–Specifications
10. CONTRACTOR SHALL OBTAIN REQUIRED PERMITS AND APPROVALS NECESSARY TO PERFORM THE WORK SHOWN ON THESE DRAWINGS, AND SHALL COMPLY WITH FEDERAL, STATE AND LOCAL LAW.
11. CONTRACTOR SHALL CONTACT THE CITY INSPECTOR TO SCHEDULE A PRE–CONSTRUCTION MEETING BEFORE STARTING WORK. THEREAFTER, THE CONTRACTOR SHALL NOTIFY THE INSPECTOR DAILY PRIOR TO WORKING IN THE STREET OR RIGHT OF WAY. PRE–CONSTRUCTION MEETINGS AND INSPECTIONS MAY BE SCHEDULED AT https://app.acuityscheduling.com/schedule/becbe5c3.
12. CONTRACTOR'S PROJECT MANAGER AND SUPERINTENDENT SHALL ATTEND PRE–CONSTRUCTION MEETING WITH CITY INSPECTOR PRIOR TO STARTING WORK.
13. CONTRACTOR SHALL USE A LICENSED LAND SURVEYOR TO LOCATE AND TIE–OUT ALL MONUMENTS WITHIN WORK AREA AND SUBMIT MONUMENT TIE–OUT RECORD TO THE CITY ENGINEER PRIOR TO STARTING WORK.
14. THE LOCATION OF MANHOLES, VALVE & UTILITY BOXES, MONUMENTS, TRAFFIC LOOPS, AND OTHER INFRASTRUCTURE AS SHOWN ON THE PLANS ARE APPROXIMATE AND SHALL BE FIELD LOCATED BY CONTRACTOR.
15. CONTRACTOR SHALL NOT PERFORM ANY WORK THAT DEVIATES FROM THAT SHOWN IN THE PLANS WITHOUT APPROVAL FROM THE CITY ENGINEER.
16. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, ELEVATIONS, AND REQUIRED MATERIAL QUANTITIES PRIOR TO STARTING WORK. ANY CONFLICT WITH INFORMATION SHOWN IN THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER.
17. WHEN IT IS FOUND THAT FIELD CONDITIONS DIFFER FROM THAT SHOWN ON THE CITY APPROVED PLANS SHALL CAUSE THE DEVELOPERS ENGINEER TO SUBMIT PLAN REVISIONS TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO PROCEEDING WITH CONSTRUCTION.
18. PROPERTY, INCLUDING UTILITIES, HARDSCAPE, LANDSCAPING, AND OTHER EXISTING INFRASTRUCTURE DAMAGED BY CONTRACTORS WORK SHALL BE RESTORED IN–KIND OR TO A BETTER CONDITION AT CONTRACTORS EXPENSE.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY AND CONDITIONS AT THE PROJECT JOB SITE AT ALL TIMES.
20. CONTRACTOR SHALL COMPLY WITH ALL OCCUPATIONAL SAFETY REQUIREMENTS, HEALTH AND SAFETY ORDERS, CITY, STATE, AND FEDERAL REGULATIONS.
21. SURVEY MONUMENTATION SHALL BE PROTECTED AND PERPETUATED IN PLACE AS REQUIRED BY THE STATE OF CALIFORNIA BUSINESS AND PROFESSIONS CODE. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE RESET OF DISTURBED OR BURIED MONUMENTS.
22. CONTRACTOR SHALL USE A LICENSED LAND SURVEYOR TO LOCATE AND TIE–OUT ALL MONUMENTS WITHIN WORK AREA AND SUBMIT MONUMENT TIE–OUT RECORD TO THE CITY ENGINEER PRIOR TO STARTING WORK.
23. NO CONSTRUCTION OPERATIONS ARE PERMITTED ON THE FOLLOWING CITY HOLIDAYS IN ACCORDANCE WITH CITY ORDINANCE: NEW YEARS DAY, MARTIN LUTHER KING BIRTHDAY, CESAR CHAVEZ DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY.
24. CONTRACTORS WORK HOURS, INCLUDING OFF HAUL AND DELIVERY OF MATERIALS SHALL BE LIMITED TO THE HOURS BETWEEN 7 A.M. TO 5 P.M. 7–DAYS PER WEEK EXCEPT CITY HOLIDAYS UNLESS A CHANGE IS APPROVED BY THE CITY ENGINEER. TRAFFIC CONTROL PLAN LANE CLOSURE RESTRICTIONS MAY BE MORE RESTRICTIVE DEPENDENT ON TRAFFIC CONDITIONS.
25. CONTRACTOR SHALL IMPLEMENT AND MAINTAIN CONSTRUCTION BEST MANAGEMENT PRACTICES IN ACCORDANCE WITH STATE LAW, CITY ORDINANCE, AND THE PROJECT STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
26. CONTRACTOR SHALL NOT ALLOW ANY DEBRIS OR DISCHARGE TO ENTER A STORM DRAIN CATCH BASIN OR WATER COURSE.
27. CONTRACTOR SHALL MAINTAIN PROJECT SITE AND ADJACENT AREAS IN A NEAT, CLEAN, AND PROFESSIONAL CONDITION AT ALL TIMES. CONTRACTOR SHALL PROVIDE GRAFFITI, TRASH, AND DEBRIS REMOVAL INCLUDING STREET/SIDEWALK SWEEPING OPERATIONS DAILY AT THE END OF THE DAYS WORK.
28. CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES AT PROJECT SITE AND DURING CONSTRUCTION OPERATIONS AT ALL TIMES.
29. CONTRACTOR SHALL PROVIDE RECORD DRAWINGS OF AS–BUILT CONDITIONS WITH ANY REDLINE FIELD CHANGES FOR CITY REVIEW AND APPROVAL PRIOR TO REQUESTING FINAL INSPECTION AND PRIOR TO SUBMITTING FINAL RECORD DRAWINGS. DRAWINGS SHALL BE PROVIDED IN HARDCOPY, ELECTRONIC PDF, AND IN CADD FORMAT MEETING CITY STANDARDS.
30. PRIOR TO FINAL INSPECTION, THE DEVELOPER'S ENGINEER SHALL SUBMIT A CERTIFICATE OF COMPLETION CERTIFYING THAT PRIVATELY MAINTAINED IMPROVEMENTS, IF ANY, HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THESE PLANS.
31. CONTRACTOR SHALL IMMEDIATELY STOP WORK WHEN ARCHAEOLOGICAL MATERIALS ARE UNCOVERED DURING CONSTRUCTION. CONTRACTOR SHALL ESTABLISH A 100–FOOT PERMIMETER AROUND FOUND MATERAILS AND SHALL CONTACT A PROFESSIONAL ARCHAEOLOGIST CERTIFIED BY THE SOCIETY OF CALIFORNIA ARCHAEOLOGIST (SCA), OR THE SOCIETY OF PROFESSIONAL ARCHAEOLOGIST (SOPA) TO EVALUATE THE FOUND MATERIALS AND DIRECT APPROPRIATE MITIGATION.
32. GENERALLY, THE PUBLIC WORKS INSPECTOR PERFORMS INSPECTIONS OF OFF–SITE WORK CONSTRUCTED IN STREETS AND THE PUBLIC RIGHT OF WAY, AND THE BUILDING DEPARTMENT INSPECTS ON–SITE WORK. THE DEVELOPER'S ENGINEER SHALL COORDINATE WITH BOTH THE PUBLIC WORKS INSPECTOR AND THE BUILDING DEPARTMENT INSPECTOR FOR SUBMISSION OF THE CERTIFICATES OF COMPLETION FOR VARIOUS COMPLETED IMPROVEMENTS.
33. CONTRACTOR SHALL NOT USE POTABLE WATER FOR CONSTRUCTION AND DUST CONTROL. REFER TO CITY OF MILPITAS ORDINANCE NO. 240.2. FOR DETAILS AND EXCEPTIONS. CONTACT THE CITY INSPECTOR FOR LOCATIONS OF RECYCLED WATER ACCESS POINTS FOR USE DURING CONSTRUCTION.
34. CONTRACTOR SHALL OBTAIN A CITY OF MILPITAS CONSTRUCTION WATER METER FOR POTABLE AND/OR RECYCLED WATER FOR USE DURING CONSTRUCTION AND SHALL PAY USAGE CHARGES. CONTRACTOR SHALL NOT OBTAIN WATER FROM ANY ON–SITE UTILITY SOURCES, FIRE HYDRANTS, OR ELSEWHERE UNLESS APPROVED BY INSPECTOR.

CITY ROADWAY & TRAFFIC CONTROL NOTES:

35. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN DESIGNED BY A CALIFORNIA LICENSED ENGINEER AND RECEIVE CITY APPROVAL OF PLAN PRIOR TO STARTING WORK IN THE STREET.
36. CONTRACTOR SHALL NOT COMPLETELY CLOSE ANY STREET AND SHALL PROVIDE FOR THROUGH TRAFFIC AND ACCESS TO ALL DRIVEWAYS UNLESS ALLOWED DIFFERENTLY BY THE CONTRACT DOCUMENTS, THE CITY APPROVED TRAFFIC CONTROL PLAN, OR AS DIRECTED BY THE CITY ENGINEER.
37. DETOUR OF THROUGH TRAFFIC TO NEARBY STREETS SHALL NOT BE PERMITTED. CONTRACTOR'S TRAFFIC CONTROL SHALL MAINTAIN AT LEAST A MINIMUM OF ONE 10–FOOT WIDE THROUGH TRAFFIC LANE PER TRAVEL DIRECTION AT ALL TIMES.
38. CONTRACTOR SHALL PROVIDE SAFE PEDESTRIAN AND BICYCLIST DETOURS COMPLIANT WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA) WHEN A SIDEWALK, CURB RAMP, OR BIKE LANE IS CLOSED OR OBSTRUCTED.
39. CONTRACTOR SHALL NOTIFY AND COORDINATE WITH THE MILPITAS UNIFIED SCHOOL DISTRICT (MUSD); WASTE MANAGEMENT SERVICES; U.S. POSTAL SERVICE, TRANSPORTATION (TRANSIT) AGENCIES, AND EMERGENCY SERVICES PRIOR TO STARTING WORK WITHIN THE STREET AND SIDEWALKS.
40. CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN TRAFFIC FLAGGERS, WARNING SIGNAGE, SAFETY DEVICES, AND ALL TRAFFIC CONTROLS AT NO ADDITIONAL COST TO CITY WHEN WORKING IN STREET OR WHEN CONTRACTORS OPERATIONS CREATE A HAZARDOUS CONDITION AS DETERMINED BY THE CITY ENGINEER.
41. CONTRACTOR SHALL MAINTAIN SUFFICIENT STOCK OF TRAFFIC CONES, BARRICADES, WARNING SIGNAGE, AND SAFETY DEVICES AT THE JOB SITE AT ALL TIMES TO ALLOW FOR IMMEDIATE DEPLOYMENT TO ADDRESS A HAZARDOUS CONDITION.
42. CONTRACTOR SHALL INSTALL AND MAINTAIN TEMPORARY ROADWAY MARKINGS IMMEDIATELY AFTER STRIPING REMOVAL. TEMPORARY MARKINGS AND SAFETY DEVICES SHALL REMAIN IN PLACE UNTIL AFTER PERMANENT MARKINGS HAVE BEEN INSTALLED OR AS DIRECTED BY THE CITY ENGINEER.
43. TEMPORARY PAVEMENT SURFACE MATERIALS SHALL BE INSPECTED DAILY AND REPAIRED BY CONTRACTOR WHEN SETTLEMENT, UPLIFT, OR OTHER DEFECT IS PRESENT OR AS DIRECTED BY THE CITY ENGINEER.
44. CONTRACTOR SHALL INSTALL FINAL FINISHED STREET ASPHALT PAVEMENT SURFACE AND/OR SIDEWALK CONCRETE SURFACE MATERIALS WITHIN 14–DAYS FOLLOWING COMPLETION OF TRENCHING AND EXCAVATION OPERATIONS. TEMPORARY SURFACE MATERIALS SHALL NOT REMAIN IN PLACE LONGER THAN 14–DAYS UNLESS DIRECTED OTHERWISE BY CONTRACT DOCUMENTS AND/OR THE CITY ENGINEER.
45. CONTRACTOR SHALL RECEIVE INSPECTOR APPROVAL OF CAT–TRACKING OF ROADWAY STRIPING AND MARKINGS PRIOR TO INSTALLATION OF FINAL MARKINGS.
46. CONTRACTOR SHALL ONLY HAUL ON ROUTES AND STREETS AS DIRECTED IN THE CONTRACT DOCUMENTS OR AS PRE–APPROVED BY THE CITY ENGINEER.
47. CONTRACTOR SHALL ENSURE HAULING OPERATIONS DO NOT ALLOW MATERIAL TO BE BLOWN OR SPILLED UPON STREETS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CLEAN–UP AND DAMAGE AS A RESULT OF HAULING ACTIVITIES.
48. CONTRACTOR SHALL NOT STORE MATERIALS OR EQUIPMENT ON STREET OR RIGHT OF WAY UNLESS SPECIFICALLY APPROVED BY THE CITY ENGINEER.
49. CONTRACTOR SHALL OBTAIN APPROVALS FROM PRIVATE PROPERTY OWNERS PRIOR TO ACCESS OR USE OF PROPERTY.
50. CONTRACTOR SHALL NOT PLACE PORTLAND CEMENT CONCRETE OR ASPHALT CONCRETE UNTIL FORMS, SUBGRADE, AND AGGREGATE BASE HAVE BEEN INSPECTED BY THE CITY'S INSPECTOR AND APPROVED BY THE DEVELOPER'S ENGINEER.
51. AGGREGATE BASE MATERIALS USED AND PLACED SHALL MEET THE REQUIREMENTS OF THE STATE OF CALIFORNIA (CALTRANS) STANDARD SPECIFICATIONS UNLESS DIRECTED OTHERWISE BY THE CITY ENGINEER. CONTRACTOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE FOR AGGREGATE BASE MATERIALS TO THE PUBLIC WORKS INSPECTION PRIOR TO FINAL INSPECTION.
52. EDGE OF EXISTING ASPHALT PAVEMENT SHALL BE TACK–COATED PRIOR TO CONSTRUCTING ABUTMENT WITH NEW PAVEMENT.
53. ASPHALT PAVEMENT PLACEMENT AND INSTALLATION SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST ADDITION OF THE STATE OF CALIFORNIA (CALTRANS) SECTION 39 UNLESS DIRECTED OTHERWISE BY THE CITY ENGINEER. CONTRACTOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE FOR ASPHALT CONCRETE PAVEMENT MATERIALS TO THE PUBLIC WORKS INSPECTION PRIOR TO FINAL INSPECTION.
54. THE FINAL OR SURFACE LAYER OF ASPHALT CONCRETE SHALL NOT BE PLACED UNTIL ALL ON–SITE IMPROVEMENTS HAVE BEEN COMPLETED, INCLUDING ALL GRADING, AND UNTIL ALL UNACCEPTABLE CONCRETE WORK HAS BEEN REMOVED AND REPLACED, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
55. UTILITY BOXES, MANHOLE COVERS, AND OTHER INFRASTRUCTURE SHALL BE BROUGHT TO FINISHED GRADE BY CONTRACTOR NO LATER THAN 72–HOURS FOLLOWING FINAL PAVING OPERATIONS.
56. STANDARD STREET MONUMENTS SHALL BE INSTALLED AT ALL STREET INTERSECTIONS AND OTHER LOCATIONS SHOWN ON THIS PLAN IN CONFORMANCE WITH CITY STANDARD DETAIL.
57. STREET NAME SIGN ASSEMBLY SHALL BE INSTALLED IN CONFORMANCE WITH CITY STANDARD DETAILS AT EACH INTERSECTION AND WHERE SHOWN ON PLANS.
58. FIRE HYDRANTS, ELECTROLIERS, AND METER BOXES SHALL CLEAR DRIVEWAYS AND OTHER FACILITIES BY 5–FEET, 5–FEET AND 1–FOOT RESPECTIVELY UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
59. MAILBOXES SHALL BE PROVIDED AND INSTALLED AS REQUIRED BY U. S. POSTAL SERVICES BUT WILL NOT BE INSPECTED BY THE PUBLIC WORKS INSPECTOR.
60. SIGNAGE TO BE INSTALLED SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICE (CAMUTCD) AND BE A MINIMUM OF .080 GAUGE ALUMINUM WITH 3M HIGH INTENSITY PRISMATIC REFLECTIVE FACE OR AS DIRECTED BY THE CITY ENGINEER. THE CONTRACTOR SHALL SUBMIT MATERIAL CERTIFICATES OF COMPLIANCE PRIOR TO FINAL INSPECTION.

CITY ROADWAY & TRAFFIC CONTROL NOTES:

61. SIGNAGE TO BE INSTALLED SHALL BE OF STANDARD SIZE DESIGNATED FOR EACH TYPE PER LATEST CAMUTCD.
62. SIGNAGE MOUNTING SHALL CONFORM TO LATEST CAMUTCD AND STATE OF CALIFORNIA (CALTRANS) STANDARD PLANS AND SPECIFICATIONS. NEW PAVEMENT STRIPING, CROSSWALKS, AND LEGENDS SHALL BE THERMOPLASTIC WITH GLASS BEADS WITH THE EXCEPTION OF ROADWAY EDGE LINES AND BIKE LANE LINES WHICH SHALL BE PAINTED. ALL STRIPING AND LEGENDS SHALL CONFORM TO THE LATEST CAMUTCD AND STATE OF CALIFORNIA (CALTRANS) STANDARD PLANS AND SPECIFICATIONS UNLESS NOTED OTHERWISE OR AS DIRECTED BY THE CITY ENGINEER. THE CONTRACTOR SHALL SUBMIT MATERIAL CERTIFICATES OF COMPLIANCE PRIOR TO FINAL INSPECTION.
63. NEW PAVEMENT STRIPING, CROSSWALKS, AND LEGENDS SHALL BE THERMOPLASTIC WITH GLASS BEADS WITH THE EXCEPTION OF ROADWAY EDGE LINES AND BIKE LANE LINES WHICH SHALL BE PAINTED. ALL STRIPING AND LEGENDS SHALL CONFORM TO THE LATEST CAMUTCD AND STATE OF CALIFORNIA (CALTRANS) STANDARD PLANS AND SPECIFICATIONS UNLESS NOTED OTHERWISE OR AS DIRECTED BY THE CITY ENGINEER. THE CONTRACTOR SHALL SUBMIT MATERIAL CERTIFICATES OF COMPLIANCE PRIOR TO FINAL INSPECTION.
64. WHERE SPECIFIED, NEW PAVEMENT STRIPING PAINT SHALL BE RAPID DRY WATER BORNE. PAINT AND GLASS BEADS SHALL CONFORM TO STATE OF CALIFORNIA (CALTRANS) SPECIFICATIONS. THE CONTRACTOR SHALL SUBMIT MATERIAL CERTIFICATES OF COMPLIANCE FOR PRIOR TO FINAL INSPECTION.
65. PAINTED LEGENDS SHALL CONFORM TO STANDARD SIZES AND PATTERNS OF THE CAMUTCD. THE CONTRACTOR SHALL SUBMIT MATERIAL CERTIFICATES OF COMPLIANCE FOR PRIOR TO FINAL INSPECTION.
66. RAISED PAVEMENT MARKERS OF VARIOUS TYPES SHALL CONFORM TO SECTION 85, "PAVEMENT MARKERS", OF THE STATE STANDARD SPECIFICATIONS UNLESS DIRECTED OTHERWISE BY THE CITY ENGINEER. THE CONTRACTOR SHALL SUBMIT MATERIAL CERTIFICATES OF COMPLIANCE FOR PRIOR TO FINAL INSPECTION.
67. NEW ELECTROLIERS (STREETLIGHT) SHALL BE CONNECTED TO THE CLOSEST UNDERGROUND SECONDARY P.G.&E. SOURCE. PULL BOXES SHALL BE REQUIRED AT EACH ELECTROLIER AND WHERE MORE THAN ONE BEND OF THE CABLE IS NECESSARY TO REACH TO ELECTROLIER AND AT SERVICE POINT WHERE NO P.G.&E. BOX IS INSTALLED. SPLICING OF CONDUCTOR WIRE IS PERMITTED ONLY IN PULL BOXES.
68. IN–LINE FUSES SHALL BE ENCLOSED IN A PHENOLIC CASE AND INSTALLED AT ELECTROLIERS AND LOCATED IN THE HAND HOLE OF EACH POLE. FUSES SHALL BE INSTALLED ON EACH ENERGIZED LEAD AND SHALL BE ADEQUATELY SIZED TO CONFORM WITH THE NATIONAL ELECTRICAL CODES (NEC).
69. NEW STREET LIGHT NUMBERS WILL BE ASSIGNED BY THE CITY AND INSTALLED ON THE POLES BY THE CONTRACTOR AS DIRECTED BY THE PUBLIC WORKS INSPECTOR.
70. CONTRACTOR SHALL POST "NO PARKING SIGNAGE" WITH SIGNAGE AVAILABLE FROM CITY AS REQUIRED TO SAFELY COMPLETE WORK IN THE STREET AND SIDEWALK 72–HOURS PRIOR TO STARTING WORK. CONTRACTOR SHALL NOTIFY THE INSPECTOR AND THE CITY'S EMERGENCY COMMUNICATON CENTER (408) 586–2400 OF STREETS WHERE SIGNAGE HAS BEEN POSTED.

CITY UTILITIES & UNDERGROUND NOTES:

71. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING EXISTING UNDERGROUND UTILITIES PRIOR TO STARTING WORK. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AT (800)–642–2444 AND OBTAIN A REFERENCE NUMBER PRIOR TO EXCAVATION WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH FEDERAL, STATE, AND REGULATORY SAFETY REQUIREMENTS FOR EXCAVATION. REFER TO: www.usanoth811.org
72. THE EXISTENCE OF UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL POTHOLE TO LOCATE ALL UTILITIES WITHIN CONSTRUCTION AREA WHICH MAY BE AFFECTED BY CONSTRUCTION. THE USE OF GROUND PENETRATION RADAR IN LIEU OF POTHOLE EXCAVATION SHALL NOT BE PERMITTED. CONTRACTOR SHALL SUBMIT THE POTHOLE REPORT WITH FOUND LOCATION AND DEPTH INFORMATION TO THE CITY ENGINEER FOR REVIEW PRIOR TO PROCEEDING WITH FUTHER EXCAVATION.
73. THE CONTRACTOR SHALL POTHOLE TO DETERMINE THE LOCATION AND DEPTH OF ALL EXISTING UNDERGROUND STRUCTURES AND WHERE PROPOSED CROSSINGS OF NEW UTILITY WITH EXISTING IS SHOWN ON THE PLANS. THE USE OF GROUND PENETRATION RADAR IN LIEU OF POTHOLE EXCAVATION SHALL NOT BE PERMITTED. CONTRACTOR SHALL SUBMIT THE POTHOLE REPORT WITH FOUND LOCATION AND DEPTH INFORMATION TO THE CITY ENGINEER FOR REVIEW PRIOR TO PROCEEDING WITH FUTHER EXCAVATION.
74. CONTRACTOR SHALL COORDINATE PROPOSED WATER AND SEWER SERVICE INTERRUPTIONS WITH THE PUBLIC WORKS INSPECTOR. CONTRACTOR SHALL CREATE AND DISTRIBUTE A CITY APPROVED NOTICE OF SERVICE INTERRUPTION TO AFFECTED RESIDENTS AND BUSINESS. NOTICES SHALL BE PROVIDED 1–WEEK AND 48–HOURS PRIOR TO INTERRUPTION AND AS DIRECTED BY THE INSPECTOR.
75. NON–METALLIC PIPLINES SHALL BE INSTALLED WITH A TRACE WIRE IN ACCORDANCE WITH CITY STANDARD DETAILS.
76. METALLIC PIPELINES TO BE INSTALLED SHALL INCLUDE CATHODIC PROTECTION IN ACCORDANCE WITH CITY STANDARD DETAILS.
77. WATER VALVES AND PIPELINE BENDS SHALL INCLUDE THRUST BLOCKS CONFORMING TO CITY STANDARD DRAWINGS WHICH SHALL BE DESIGNED BY THE DEVELOPER'S ENGINEER.
78. NEW WATER VALVES TO BE INSTALLED SHALL BE CLUSTERED UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
79. CONTRACTOR SHALL INSTALL A WATER VALVE FOR EACH RESIDENTIAL UNIT AFTER THE METER AND PRIOR TO ENTRY OF THE BUILDING SUCH THAT IT IS ACCESSIBLE TO HOMEOWNER AND CITY METER READER.
80. THE CONTRACTOR SHALL INSTALL THE LETTER "W" IN THE FACE OF CURBS WHERE EACH WATER SERVICE CROSSES THE CURB. THE LETTER "S" SHALL BE USED FOR SEWER, AND THE LETTER "R" SHALL BE USED FOR RECYCLED WATER SERVICE.
81. MINIMUM COVER FOR NEW PIPELINE FROM TOP OF STREET SURFACE SHALL BE: 60–INCHES FOR SANITARY SEWER, 42–INCHES FOR WATER IN STREET, 48–INCHES FOR WATER IN EASEMENT, AND 24–INCHES FOR STORM MAIN.
82. NEW POTABLE WATER PIPELINES AND SERVICE LATERALS TO BE INSTALLED SHALL HAVE A MINIMUM SEPARATION OF 10–FEET HORIZONTAL AND 1–FOOT VERTICAL DISTANCE FROM EXISTING SEWER, STORM PIPELINES, RECYCLED WATER LATERALS. NEW WATER PIPELINES SHALL BE PLACED AT A VERTICAL ELEVATION ABOVE THE OTHER PIPELINES LISTED IN ACCORDANCE WITH STATE REQUIREMENTS
83. NEW HOUSE SEWERS SHALL NOT BE CONNECTED TO LATERALS UNTIL SEWERS HAVE BEEN TESTED AND CONNECTION AUTHRORIZED BY THE PUBLIC WORKS INSPECTOR.
84. NEW WATER SERVICE PRESSURE REGULATORS AND SEWAGE BACKFLOW PROTECTION DEVICES ARE SHOWN ON PLANS FOR INFORMATION AND ARE NOT INSPECTED OR ACCEPTED BY PUBLIC WORKS.
85. ALL UTILITY STUBS SHALL BE CAPPED UNLESS DIRECTED DIFFERENTLY BY THE CITY ENGINEER.
86. CONTRACTOR SHALL NOT OPERATE WATER VALVES WITHOUT PRIOR APPROVAL FROM PUBLIC WORKS INSPECTOR.
87. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION OF NEW WATER METERS CONFORMING TO THE REQUIREMENTS OF CITY STANDARDS, PLANS, AND AS DIRECTED BY THE CITY ENGINEER.
88. CONTRACTOR SHALL NOT ACCESS WATER FROM ON–SITE SOURCES FOR CONSTRUCTION PURPOSES OR ALLOW USE OF "METER JUMPER" UNLESS APPROVED BY THE CITY ENGINEER.
89. CONTRACTOR SHALL PROVIDE VIDEO INSPECTION OF ALL NEWLY INSTALLED STORM AND SANITARY SEWER MAINS. VIDEO INSPECTION SHALL BE PERFORMED AFTER ALL TESTING HAS BEEN COMPLETED. VIDEO FILES SHALL BE SUBMITTED TO THE PUBLIC WORKS INSPECTION PRIOR TO FINAL INSPECTION.

CONTACT 811 BEFORE YOU DIG 811 SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER JACOB REDDING SCHRAMM 35908 Exp. 6–30–26 CIVIL STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS CALIFORNIA INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

GENERAL NOTES

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305

Rec. Dwg No. G–02

SCALE: NTS

SHEET 2 OF 44

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CITY UTILITIES & UNDERGROUND NOTES:

90. CONTRACTOR SHALL PRESSURE TEST AND DISINFECT NEW POTABLE WATER LINES IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS AND AS DIRECTED BY THE CITY ENGINEER. PRESSURE TESTING AND DISINFECTION DATA SHALL BE SUBMITTED TO THE PUBLIC WORKS INSPECTOR FOR REVIEW PRIOR TO CONNECTION OF NEW PIPELINE TO CITY MAIN.

91. DEVELOPER'S ENGINEER SHALL COORDINATE WITH PACIFIC GAS AND ELECTRIC COMPANY (PG&E), AT&T, COMCAST, AND OTHER UTILITY COMPANIES FOR THE DESIGN AND INSTALLATION OF THEIR UTILITIES.

92. CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING, SHORING, AND BRACING FOR ALL TRENCHING AND EXCAVATION WORK IN ACCORDANCE TO APPLICABLE SAFETY REGULATION, AND THE CALIFORNIA LABOR CODE.

93. TRENCH EXCAVATION BACKFILL OPERATIONS WITHIN STREETS AND SIDEWALKS THAT CAN NOT BE COMPLETED BY THE END OF WORKDAY SHALL BE SAFELY SHORED AND COVERED BY STEEL PLATE. PLATES SHALL BE RAMPED OR COUNTERSUNK FROM EXISTING SURFACE, PROVIDE A SMOOTH TRANSITION, OVERLAP EDGES OF EXCAVATION BY 6–INCHES MINIMUM, BE SECURED INPLACE TO PREVENT MOVEMENT, ROCKING AND BOUNCE, AND HAVE A NON–SKID SURFACE. CONTRACTOR SHALL INSPECT AND ADJUST INSTALLED PLATES DAILY.

NOTICE OF CONSTRUCTION:

94. APPROXIMATELY TWO WEEKS, ONE WEEK, AND 24 HOURS PRIOR TO BEGINNING ANY WORK OR CONSTRUCTION WITHIN A CITY STREET, THE CONTRACTOR SHALL DISTRIBUTE NOTICES OF CONSTRUCTION TO ALL RESIDENTS, BUSINESSES, PROPERTY OWNERS, TENANTS WITHIN 300 FEET OF AND ADJACENT TO THE PROJECT AREA AND CONSTRUCTION PROPOSED NOTICES OF CONSTRUCTION SHALL BE PROVIDED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO DISTRIBUTION BY THE CONTRACTOR AND SHALL INCLUDE THE FOLLOWING:

- SPECIFY THE EXPECTED DATE FOR START OF CONSTRUCTION, A GENERAL DESCRIPTION OF THE CONSTRUCTION ACTIVITY.
- EXPECTED DURATION OF THE ACTIVITY, AND THE NAME, ADDRESS, AND 24–HOUR TELEPHONE NUMBER OF THE CONTRACTOR.
- THE CONTRACTOR SHALL PROVIDE THE CITY WITH A LIST OF THE STREET ADDRESSES WHERE THE NOTICES WERE DISTRIBUTED.

KIMLEY–HORN GENERAL NOTES:

1. THE ENGINEER ASSUMES NO RESPONSIBILITY BEYOND ADEQUACY OF THE DESIGN CONTAINED HEREIN.
2. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.
3. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY AND WORKER SAFETY IN ACCORDANCE WITH LATEST CALTRANS, CA MUTCD, AND CAL–OSHA SPECIFICATIONS.
4. IF ANY CULTURAL FEATURES OR ARCHAEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING, OR OTHER EXCAVATION WORK, ALL WORK WITHIN ONE HUNDRED FEET (100') OF THESE MATERIALS SHALL BE STOPPED UNTIL A PROFESSIONAL ARCHAEOLOGIST CERTIFIED BY THE SOCIETY OF PROFESSIONAL ARCHAEOLOGY (SOPA) AND/OR SOCIETY OF CALIFORNIA ARCHAEOLOGY (SCA) HAS HAD AN OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND APPROPRIATE MITIGATION MEASURES ARE DETERMINED AND IMPLEMENTED.
5. THE CONTRACTOR IS RESPONSIBLE FOR HAVING A COMPLETE AND CURRENT COPY OF THE APPROVED PLAN ON THE JOB SITE AT ALL TIMES.
6. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY.
7. THE CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREETS, SURROUNDING LANDSCAPE, AND ALL OTHER EXISTING CONDITIONS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, GRADING, ETC., AND TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS, AND HAZARDOUS CONDITIONS.
8. THE LOCATION OF SURFACE UTILITIES SHOWN ON THESE PLANS IS APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY EXACT LOCATION. THIS VERIFICATION SHALL BE COORDINATED BY THE CONTRACTOR WITH THE APPROPRIATE UTILITY COMPANY AS REQUIRED. CALL U.S.A. (UNDERGROUND SERVICE ALERT) FOR UTILITY LOCATION QUESTIONS AT LEAST 48 HOURS BEFORE DIGGING. PHONE 1–800–642–2444 (OR DIAL 811).
9. ANY SURFACE UTILITIES, SUCH AS MANHOLES, VALVES, MONUMENTS, DRAIN INLETS AND DETECTOR HANDHOLES, UTILITY BOXES SHOWN TO BE WITHIN CONSTRUCTION LIMITS SHALL BE ADJUSTED IN ELEVATION TO MATCH THE FINISHED ROADWAY SURFACE. UTILITY COVERS SHALL NOT BE STRIPED OVER.
10. ALL EXISTING STREET SURFACE FEATURES (MANHOLES, CLEAN–OUTS, MONUMENTS, STRIPING, PAVEMENT MARKINGS, ETC.) SHALL BE REFERENCED BY THE CONTRACTOR PRIOR TO START OF ANY WORK.
11. CONTRACTOR TO PROVIDE A TWO (2) WEEK ADVANCE NOTICE, ONE (1) WEEK ADVANCE NOTICE, AND 24–HOUR ADVANCE NOTICE TO PROPERTY OWNERS AND RESIDENTS PRIOR TO COMMENCING CONSTRUCTION WORK. NOTIFICATION TO BE BY LETTER AND SHALL BE APPROVED BY THE ENGINEER.
12. ALL TRAFFIC LAYOUT WORK IS SUBJECT TO APPROVAL BY THE ENGINEER PRIOR TO INSTALLATION OF FINAL STRIPING AND PAVEMENT MARKINGS.
13. TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE LATEST "CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" PUBLISHED BY CALTRANS, AND AS REQUIRED IN THE PROJECT SPECIFICATIONS.
14. PROPOSED IMPROVEMENTS IDENTIFIED HEREIN SHALL BE SUPPLEMENTED BY CITY STANDARD PLANS AND SPECIFICATION AND LATEST CALTRANS STANDARD PLANS AND SPECIFICATIONS, WITH THE EXCEPTION OF ASPHALT PAVING. ASPHALT PAVING SHALL BE SUPPLEMENTED BY CITY STANDARD PLANS AND SPECIFICATIONS AND LATEST CALTRANS STANDARD PLANS AND SPECIFICATIONS.
15. ALL PAVEMENT MARKING AND STRIPING SHOWN WITHIN THE LIMITS OF WORK OR OTHER AREAS AS NOTED ON THE PLANS, SHALL BE REPLACED BY THE CONTRACTOR, IN ACCORDANCE WITH THE LATEST CALTRANS STANDARD PLANS & SPECIFICATIONS & PROJECT SPECIFICATIONS. PAVEMENT STRIPING AND MARKINGS SHALL NOT BE PLACED ON MANHOLES, VALVES, ANODES, AND DETECTOR HANDHOLES.
16. DUST CONTROL– THE CONTRACTOR SHALL CONTROL DUST TO THE MAXIMUM EXTENT PRACTICABLE, MEETING OR EXCEEDING REQUIREMENTS ESTABLISHED BY THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT, AND AS REQUIRED IN THE PROJECT SPECIFICATIONS.
17. ALL EXISTING CURBS, GUTTERS, SIDEWALKS, AND DRIVEWAYS THAT ARE TO BE RECONSTRUCTED SHALL BE REPLACED WITHIN 5 DAYS AFTER THEIR REMOVAL, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
18. WHERE PRACTICABLE AS DETERMINED BY THE CITY, THE CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS ALONG WALKWAYS, INCLUDING PUBLIC SIDEWALKS, AT ALL TIMES. THE CITY'S PUBLIC WORKS INSPECTOR MUST APPROVE SIDEWALK CLOSURES IN ADVANCE. WALKWAYS SHALL BE REOPENED AT THE END OF EACH WORKING DAY. WELL COMPACTED BASE ROCK MAY BE USED AS A TEMPORARY WALKING SURFACE.
19. THE CITY MUST APPROVE CONCRETE FORMS, BEFORE THE POURING OF CONCRETE. CONCRETE POURED PRIOR TO INSPECTION IS SUBJECT TO REJECTION AND REMOVAL.
20. CURB RAMPS SHALL BE REPLACED BY SAWCUTTING ALONG SCORE MARKS, THEN REMOVING AND REPLACING THE ENTIRE WIDTH OF THE SIDEWALK OVER 4" AGGREGATE BASE AND INSTALLING NO. 4 DOWELS (9" MAXIMUM LENGTH) AT 3' ON CENTERS, PER SECTION 22 OF THE STANDARD PROVISIONS. THE DOWELS ARE TO BE DRILLED 3" INTO THE EXISTING CURB AND REMAINING SIDEWALK AND EPOXIED INTO PLACE.
21. IF THERE ARE TREE ROOTS PRESENT AT LOCATIONS WHERE CONCRETE REPAIRS ARE SPECIFIED, CONTRACTOR SHALL OBTAIN APPROVAL FROM THE ENGINEER PRIOR TO CUTTING, PRUNING OR REMOVING ANY TREE ROOTS WHILE PERFORMING CONCRETE REPAIRS. CONTRACTOR SHALL APPLY ROOT CONTROL BARRIERS PRIOR TO PLACING NEW CONCRETE.
22. PAVEMENT CRACKS WITHIN EXISTING PAVEMENT SHALL BE CLEANED AND SEALED AS PER THE REQUIREMENTS OF THE TECHNICAL SPECIFICATIONS.

ROADWAY EXCAVATION

23. FOR EXCAVATIONS WITHIN PAVED AREAS THAT ARE MORE THAN 8 FEET WIDE, THE AC SURFACING SHALL BE INSTALLED WITH AN AC PAVING MACHINE.
24. PAVEMENT STRIPING DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED IN KIND BY THE CONTRACTOR, UNLESS OTHERWISE INDICATED ON THE PLANS OR DIRECTED BY THE ENGINEER.

GARBAGE COLLECTION ROUTES

25. FOR ANY WORK ON OR ADJACENT TO GARBAGE AND RECYCLING COLLECTION ROUTES, THE CONTRACTOR SHALL ALLOW GARBAGE TRUCKS TO SAFELY PASS THROUGH THE CONTRACTOR'S SITE AT ALL TIMES, UNLESS AN EXCEPTION IS GRANTED BY THE ENGINEER. CONTRACTOR SHALL NOTIFY THE GARBAGE COLLECTION SERVICE PRIOR TO COMMENCING CONSTRUCTION OF WORK WITHIN THE COLLECTION SITE.

DRIVEWAY ACCESS

26. THE CONTRACTOR SHALL MAINTAIN INGRESS AND EGRESS OF PRIVATE PROPERTY ADJACENT TO THE WORK THROUGHOUT THE PERIOD OF CONSTRUCTION.

MAIL SERVICE

27. CONTRACTOR SHALL CONTACT USPS AT (PHONE 408–262–0860) TO COORDINATE IMPACTS TO MAIL SERVICE.

SITE RESTORATION

28. EXISTING LANDSCAPING WITHIN THE AREA OF WORK SHALL BE CAREFULLY REMOVED AND REPLACED IN KIND WITH MINIMAL DAMAGE. LANDSCAPE SOIL SHALL BE REPLACED WHEN DIRECTED BY THE ENGINEER WITH BACKFILL MIX PER THE STATED STANDARD SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
29. THE CONTRACTOR SHALL RETURN THE PRIVATE YARDS, SIDEWALKS, PLANTERS, IRRIGATION SYSTEMS, AND OTHER FACILITIES, PUBLIC OR PRIVATE, DISTURBED BY THE WORK TO THE SAME OR BETTER CONDITION THAT EXISTED PRIOR TO COMMENCEMENT OF THE WORK. THE CONTRACTOR SHALL MAKE A REASONABLE EFFORT TO RESTORE EACH PRIVATE YARD DISTURBED BY THE WORK WITHIN ONE WEEK AFTER THE WORK IS COMPLETED ON THE SAME YARD EXCEPT WHERE THE CITY'S INSPECTOR AGREES THAT FOR CONSTRUCTION REASONS, THE ONE WEEK REQUIREMENT MAY BE EXTENDED. IRRIGATION THAT IS DAMAGED SHALL BE REPAIRED WITHIN ONE WEEK OF DAMAGE.

LAYOUT SHEET CONSTRUCTION NOTES:

1. THIS PLAN IS ACCURATE FOR PAVEMENT REHABILITATION WORK AND SEALING WORK ONLY.
2. SAWCUT EXISTING PAVEMENT AND/OR PAVEMENT EDGE TO A NEAT LINE, PROTECT VERTICAL EDGE.
3. REMOVE SIDEWALK AND GUTTER TO NEAREST SCOREMARK JOINT.
4. CONFIRM LIMITS OF BASE REPAIR AND PCC REMOVAL WITH CITY ENGINEER PRIOR TO BEGINNING WORK. PCC REMOVAL INCLUDES AC REMOVAL AND REPLACEMENT PER CITY STANDARD DETAILS.
5. PAVEMENT, AGGREGATE BASE AND SUBGRADE MATERIAL SHALL BE REMOVED TO THE LINES AND GRADES SHOWN ON THESE PLANS.
6. CONTRACTOR SHALL PRUNE TREE ROOTS AT DIRECTION OF CITY ENGINEER AND CITY ARBORIST.
7. CONTRACTOR SHALL COMPLY WITH THE CITY STANDARD DETAILS FOR ALL PROJECT IMPROVEMENTS, UNLESS OTHERWISE NOTED.
8. THE LINES AND THICKNESS SHOWN FOR THE REMOVAL OF PAVEMENT, CURB AND GUTTER, SIDEWALK AND ALL OTHER CIVIL CONSTRUCTION WORK ARE FOR INFORMATION ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXTENT OF WORK BASED ON THE SPACE REQUIRED TO PERFORM THE CONSTRUCTION WORK AND/OR THE CONTRACTOR'S MEANS AND METHODS AND REQUIREMENTS FOR SHORING, EXCAVATION AND TEMPORARY SUPPORT.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY BENCHMARK OR MONUMENTATION, UNLESS SHOWN FOR REMOVAL BY THESE PLANS. IF A BENCHMARK OR MONUMENTATION NOT SHOWN FOR REMOVAL IS DISTURBED, THE CONTRACTOR SHALL HAVE A LICENSED LAND SURVEYOR RESTORE THE BENCHMARK OR MONUMENTATION AT THE CONTRACTOR'S EXPENSE.
10. LOCATION OF R/W LINES ARE APPROXIMATE. ACTUAL LOCATION OF R/W LINE WILL BE DETERMINED BY CITY CONTRACTOR IF NEEDED.
11. BASE REPAIR SHALL OCCUR AFTER GRIND, BEFORE ASPHALT OVERLAY.
12. CONTRACTOR SHALL REMOVE ALL PAVEMENT BUTTONS PRIOR TO PAVEMENT TREATMENT.
13. CONTRACTOR SHALL CONFIRM CURB RAMP LAYOUT AND FIT WITH ENGINEER.
14. CONTRACTOR SHALL LAYOUT BASE REPAIR PER PLAN AND NOTIFY THE ENGINEER OR PROPOSED CHANGES. THE ENGINEER SHALL REVIEW AND APPROVE FIELD MARKINGS.
15. FOR STRIPING AND PAVEMENT MARKING LIMITS, SEE STRIPING PLAN.
16. CONTRACTOR TO MAINTAIN A 1' BUFFER FROM ANY CONCRETE BUS PADS DURING PAVING OPERATIONS.

STRIPING SHEET CONSTRUCTION NOTES:

1. CONTRACTOR SHALL REMOVE EXISTING PAVEMENT DELINEATION WHICH CONFLICT WITH THIS PLAN.
2. ALL PAVEMENT STRIPING AND MARKINGS SHALL BE THERMOPLASTIC.
3. EXACT LOCATION AND POSITION OF PAVEMENT MARKING ARROWS TO BE DETERMINED IN THE FIELD BY THE ENGINEER.
4. ALL PAVEMENT STRIPING AND MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF CA MUTCD AND CALTRANS STANDARD PLANS.
5. FOR ASPHALT PAVING AND SIDEWALK RECONSTRUCTION, SEE LAYOUT SHEETS.
6. CONTRACTOR IS RESPONSIBLE FOR ENSURING SIGN FOUNDATIONS DO NOT CONFLICT WITH EXISTING UNDERGROUND UTILITY STRUCTURES.

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 93909 — Exp. 6–30–26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

GENERAL NOTES

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305

Rec. Dwg No. G–03

SCALE: NTS

SHEET 3 OF 44

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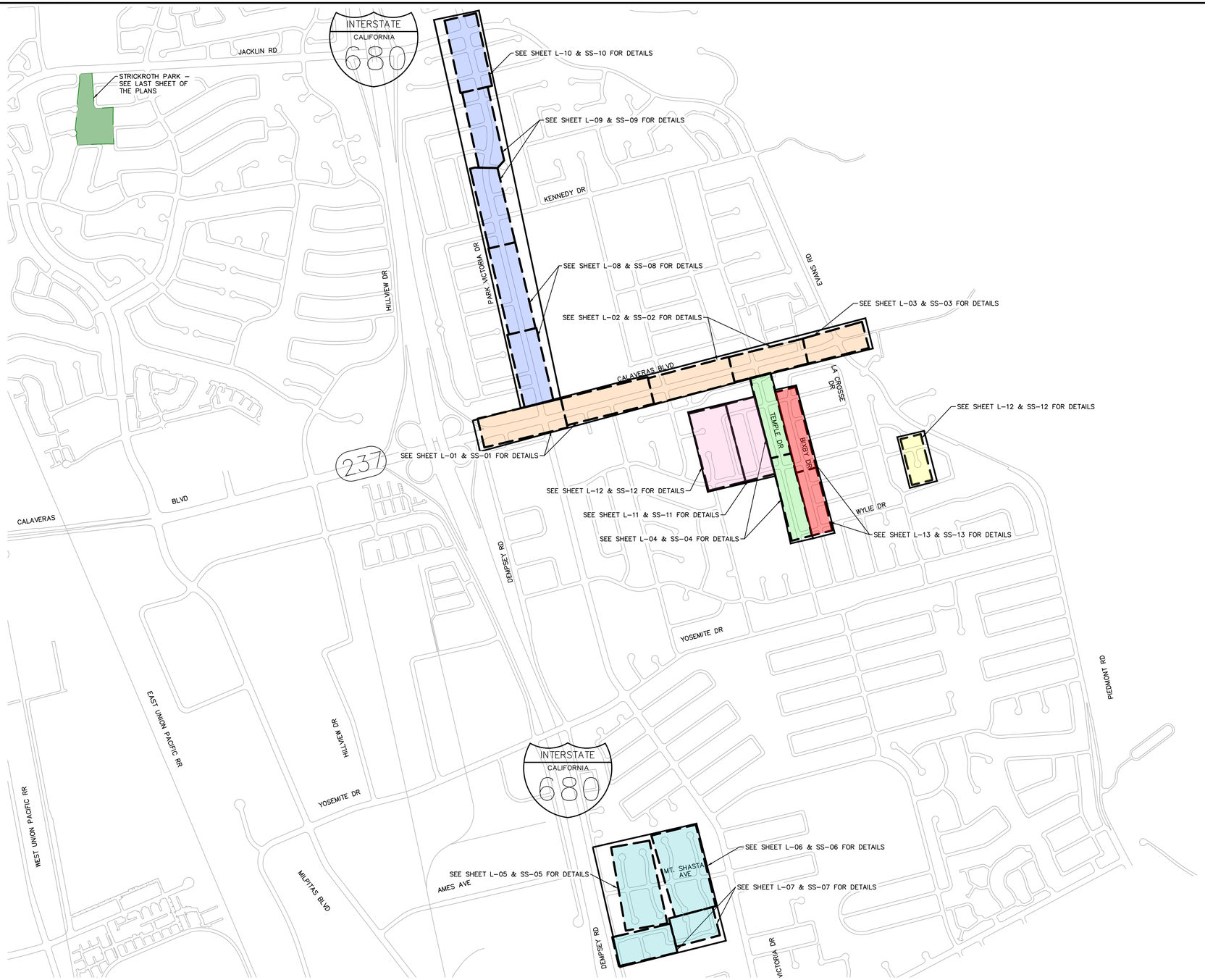

LEGEND

- AREA 1 IMPROVEMENTS
- AREA 2 IMPROVEMENTS
- AREA 3 IMPROVEMENTS
- AREA 4 IMPROVEMENTS
- AREA 5-1 IMPROVEMENTS (ADDITIVE ALTERNATE NO. 1)
- AREA 5-2 IMPROVEMENTS (ADDITIVE ALTERNATE NO. 2)
- AREA 5-3 IMPROVEMENTS (ADDITIVE ALTERNATE NO. 3)
- AREA 6 STRICKROTH PARK (ADDITIVE ALTERNATE NO. 4)

CONTACT 811 BEFORE YOU DIG – SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER – JACOB REDDING SCHRAMM – 93909 – Exp. 6-30-26 – CIVIL – STATE OF CALIFORNIA

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CITY OF MILPITAS – CALIFORNIA – INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

KEY MAP

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

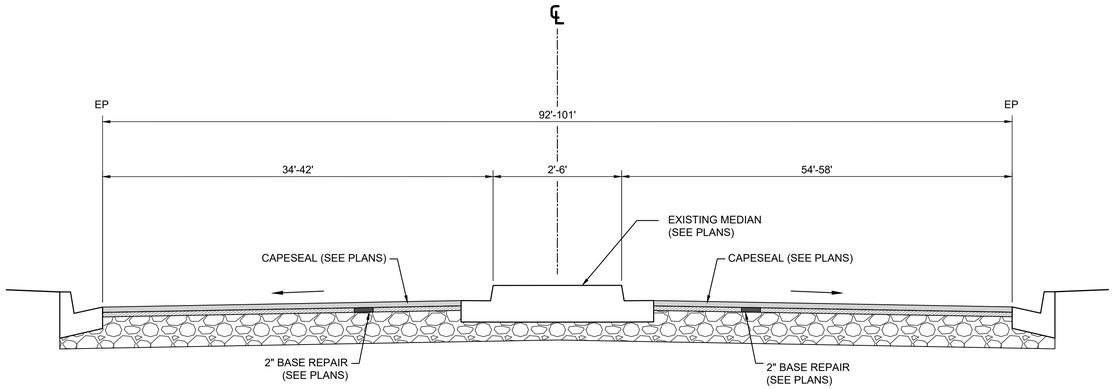
PROJECT NO. 4305

Rec. Dwg No. G–04

SCALE: NTS

SHEET 4 OF 44

annjali.bali Mar 04, 2025 – 3:39pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\G–01.dwg



1 E CALAVERAS BLVD (680 RAMPS TO PARK VICTORIA DR)

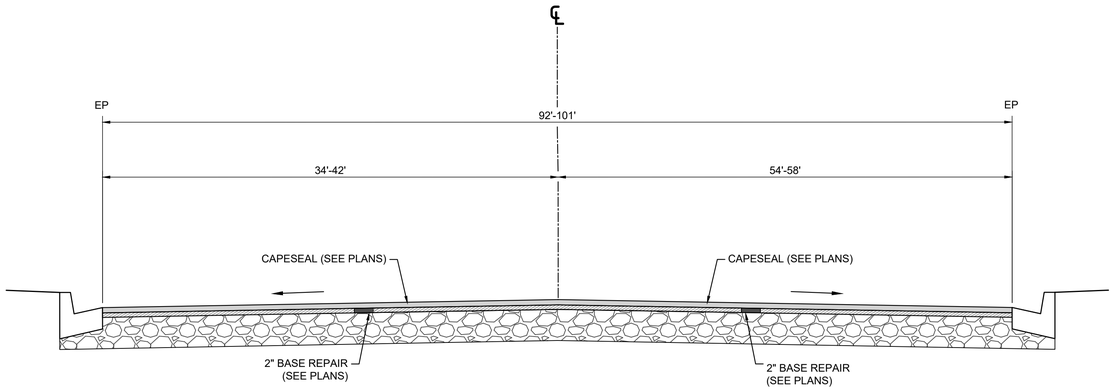
NTS

LEGEND

- CAPESEAL
- ASPHALT CONCRETE
- AGGREGATE BASE
- CRACK & SLURRY SEAL
- BASE REPAIR
- GRIND & OVERLAY

NOTES:

1. DIMENSIONS OF THE PAVEMENT STRUCTURAL SECTION ARE SUBJECT TO TOLERANCES SPECIFIED IN THE STANDARD SPECIFICATIONS.
2. FOR LOCATIONS, LIMITS AND QUANTITIES OF BASE REPAIR AREAS, SEE LAYOUT DRAWINGS.
3. FOR LOCATIONS, LIMITS AND QUANTITIES OF CURB & GUTTER AND SIDEWALK REPAIRS, SEE LAYOUT DRAWINGS.
4. BASE REPAIRS SHALL BE COMPLETED AFTER GRIND, BEFORE OVERLAY WORK. BASE REPAIRS SHALL BE COMPLETED BEFORE CAPESEAL WORK.
5. EXISTING CURB, GUTTER, SIDEWALK AND DRIVEWAY SHALL BE PROTECTED-IN-PLACE, UNLESS OTHERWISE NOTED ON THE PLANS.
6. DIMENSIONS AND THICKNESSES SHOWN IN TYPICAL SECTIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY DIMENSIONS WITH THE ENGINEER IN THE FIELD.
7. CONTRACTOR TO RESTORE FINISHED GRADE TO ADA STANDARDS WITHIN LIMITS OF CROSSWALKS AND EXISTING GRADE SLOPES NOT TO EXCEED 5% OUTSIDE OF CROSSWALKS.



2 E CALAVERAS BLVD (PARK VICTORIA DR TO EVANS RD)

NTS

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 33909 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

TYPICAL SECTIONS - AREA 1

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

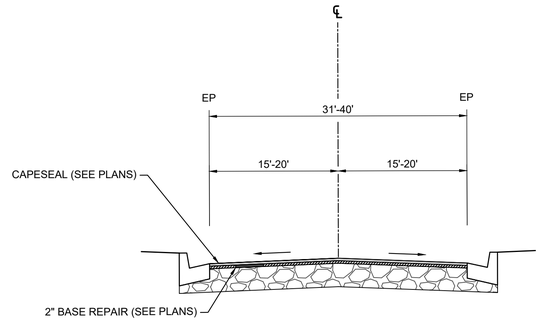
PROJECT NO. 4305

Rec. Dwg No. TX-01

SCALE: NTS

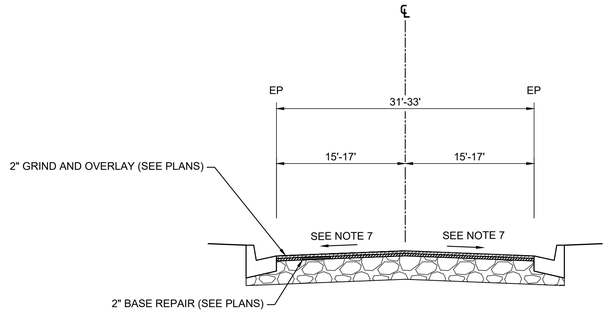
SHEET 5 OF 44

annjali.bali Mar 04, 2025 - 3:39pm K:\SMT_RDWY\097384010 - Milpitas Street Sealing - JS\08 CADD\PlanSheets\TX-01.dwg



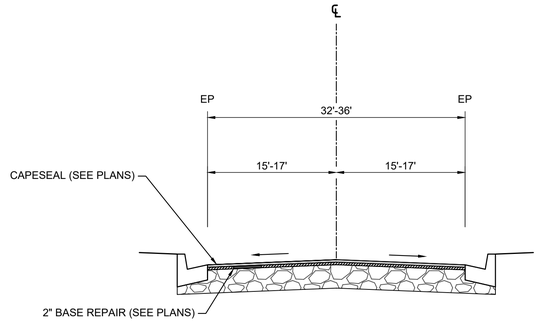
3 S TEMPLE DR (CALAVERAS DR TO WYLIE DR)

NTS



4 S BIG BEAR CT, CHEWPON AVE (COURTLAND AVE TO BEE CT)

NTS



5 N BIG BEAR CT, CHEWPON AVE (BEE CT TO DEMPSEY RD), HAY CT, BEE CT, MATTERHORN CT, JUNGFRAU CT, COURTLAND CT, COURTLAND AVE

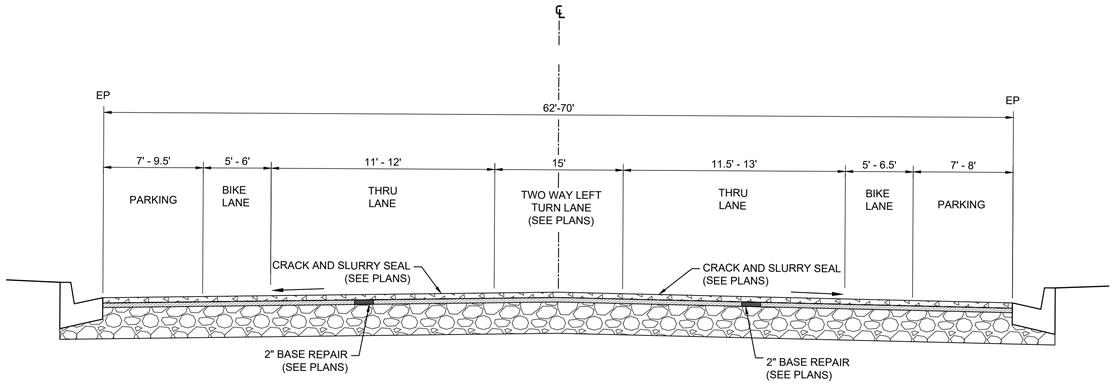
NTS

LEGEND

- CAPESEAL
- ASPHALT CONCRETE
- AGGREGATE BASE
- CRACK & SLURRY SEAL
- BASE REPAIR
- GRIND & OVERLAY

NOTES:

1. DIMENSIONS OF THE PAVEMENT STRUCTURAL SECTION ARE SUBJECT TO TOLERANCES SPECIFIED IN THE STANDARD SPECIFICATIONS.
2. FOR LOCATIONS, LIMITS AND QUANTITIES OF BASE REPAIR AREAS, SEE LAYOUT DRAWINGS.
3. FOR LOCATIONS, LIMITS AND QUANTITIES OF CURB & GUTTER AND SIDEWALK REPAIRS, SEE LAYOUT DRAWINGS.
4. BASE REPAIRS SHALL BE COMPLETED AFTER GRIND, BEFORE OVERLAY WORK. BASE REPAIRS SHALL BE COMPLETED BEFORE CAPESEAL WORK.
5. EXISTING CURB, GUTTER, SIDEWALK AND DRIVEWAY SHALL BE PROTECTED-IN-PLACE, UNLESS OTHERWISE NOTED ON THE PLANS.
6. DIMENSIONS AND THICKNESSES SHOWN IN TYPICAL SECTIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY DIMENSIONS WITH THE ENGINEER IN THE FIELD.
7. CONTRACTOR TO RESTORE FINISHED GRADE TO ADA STANDARDS WITHIN LIMITS OF CROSSWALKS AND EXISTING GRADE SLOPES NOT TO EXCEED 5% OUTSIDE OF CROSSWALKS.



6 PARK VICTORIA DR (E CALAVERAS RD TO JACKLIN RD)

NTS

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCARBRO — 95909 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

TYPICAL SECTIONS - AREA 2, 3 & 4

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305

Rec. Dwg No. TX-02

SCALE: NTS

SHEET 6 OF 44

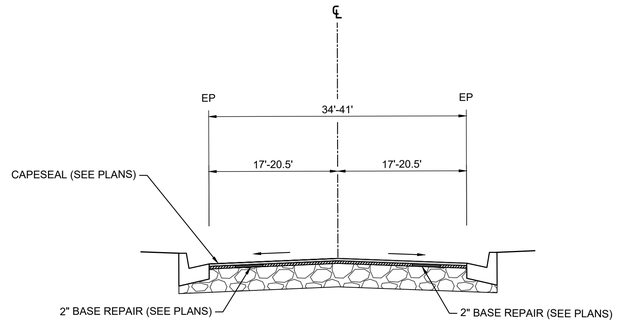
annjali.bail Mar 04, 2025 – 3:40pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\TX-01.dwg

LEGEND

- CAPESEAL
- ASPHALT CONCRETE
- AGGREGATE BASE
- CRACK & SLURRY SEAL
- BASE REPAIR
- GRIND & OVERLAY

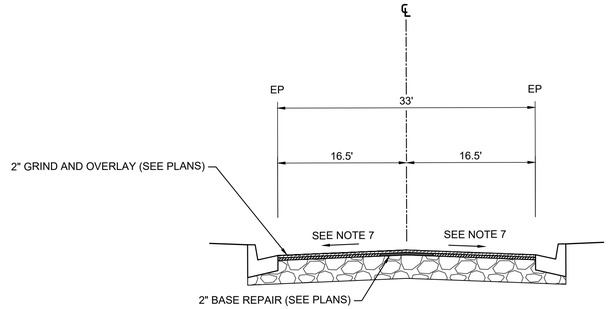
NOTES:

1. DIMENSIONS OF THE PAVEMENT STRUCTURAL SECTION ARE SUBJECT TO TOLERANCES SPECIFIED IN THE STANDARD SPECIFICATIONS.
2. FOR LOCATIONS, LIMITS AND QUANTITIES OF BASE REPAIR AREAS, SEE LAYOUT DRAWINGS.
3. FOR LOCATIONS, LIMITS AND QUANTITIES OF CURB & GUTTER AND SIDEWALK REPAIRS, SEE LAYOUT DRAWINGS.
4. BASE REPAIRS SHALL BE COMPLETED AFTER GRIND, BEFORE OVERLAY WORK. BASE REPAIRS SHALL BE COMPLETED BEFORE CAPESEAL WORK.
5. EXISTING CURB, GUTTER, SIDEWALK AND DRIVEWAY SHALL BE PROTECTED-IN-PLACE, UNLESS OTHERWISE NOTED ON THE PLANS.
6. DIMENSIONS AND THICKNESSES SHOWN IN TYPICAL SECTIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY DIMENSIONS WITH THE ENGINEER IN THE FIELD.
7. CONTRACTOR TO RESTORE FINISHED GRADE TO ADA STANDARDS WITHIN LIMITS OF CROSSWALKS AND EXISTING GRADE SLOPES NOT TO EXCEED 5% OUTSIDE OF CROSSWALKS.



7 BIXBY DR (BURLEY DR TO WYLIE DR), BURLEY DRIVE (LAWTON DR TO CANTON DR), BEACON DR (BURLEY DR TO CANTON DR), CANTON DR (ROSWELL DR TO S TEMPLE DR), ROSWELL DR

NTS



8 SEPULVEDA CT

NTS

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 33908 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 25, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

TYPICAL SECTIONS - AREA 5 (ADDITIVE ALTERNATE NO.1)

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

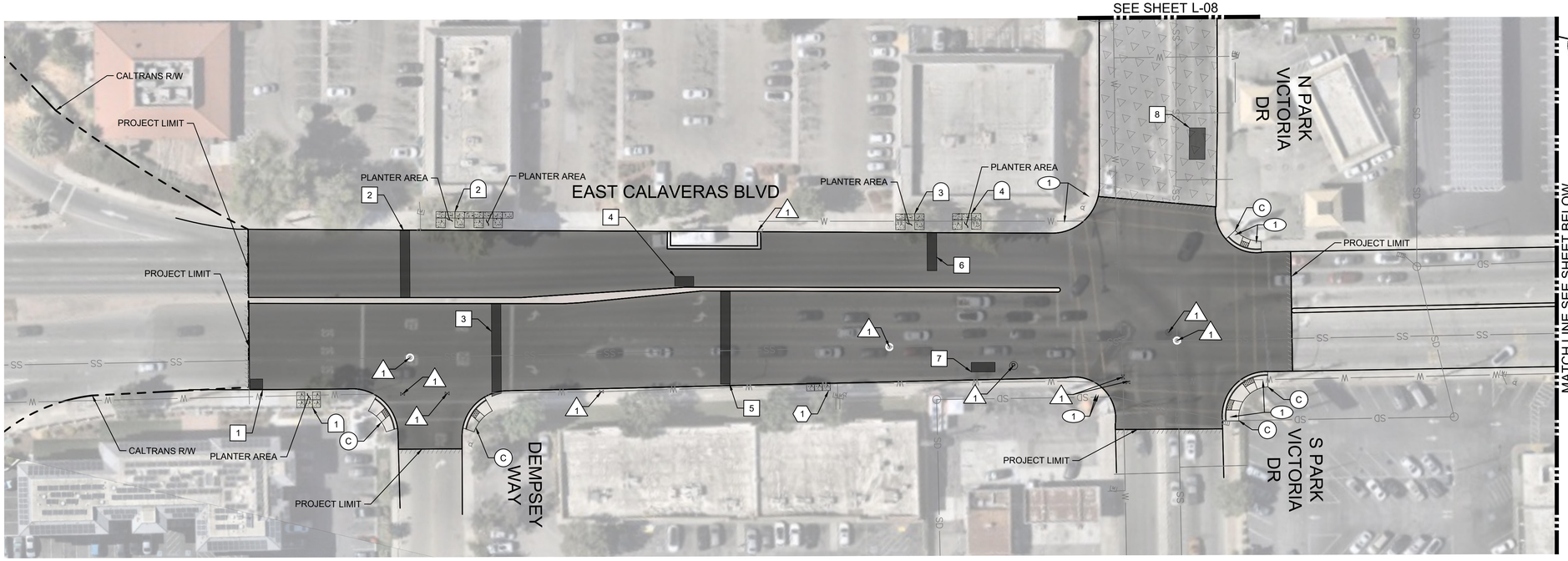
PROJECT NO. 4305

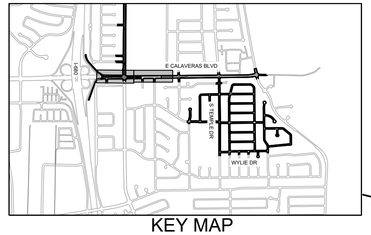
Rec. Dwg No. TX-03

SCALE: NTS

SHEET 7 OF 44

annjali.bali Mar 04, 2025 – 3:40pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\TX-01.dwg





KEY MAP
N.T.S.

LEGEND

- PROJECT LIMIT/CHANGE IN PAVEMENT TREATMENT
- CAPE SEAL (1 / 20-1)
- 2" GRIND AND OVERLAY (2 / 20-1)
- CRACK & SLURRY SEAL (3 / 20-1)
- 2" BASE REPAIR (4 / 20-1)
- SIDEWALK REPAIR LOCATION (11 / 20-3)
- DETECTABLE WARNING SURFACE (12 / 20-3)
- VALLEY GUTTER (13 / 20-3)

CONSTRUCTION NOTE LEGEND

- [#] BASE REPAIR LOCATION (4 / 20-1)
- (#) CURB RAMP REPLACEMENT LOCATION (SEE CALTRANS STANDARD PLANS A88A) (12 / 20-3)
- ⬡ # SIDEWALK REPAIR LOCATION (11 / 20-3)
- ◇ # CURB AND GUTTER REPAIR LOCATION (6 / 20-2)
- ◇ # INSTALL WET SET DETECTABLE WARNING SURFACE IN NEW CONCRETE IN EXISTING PEDESTRIAN PASSAGEWAY PER CALTRANS STANDARD PLAN A88B. DETECTABLE WARNING SURFACE SHALL BE FLUSH WITH SURROUNDING ASPHALT GRADE. (12 / 20-3)
- [#] VALLEY GUTTER REPAIR LOCATION (13 / 20-3)
- [#] REPLACE CONCRETE WITH DECOMPOSED GRANITE IN PLANTER AREAS

NOTES

1. SEE SHEET G-02 FOR LAYOUT SHEET CONSTRUCTION NOTES THAT CORRESPOND TO SHEETS L-01 TO L-13.

UTILITY NOTES

1 PROTECT IN PLACE

TRAFFIC SIGNAL NOTES

1 EXISTING POLE TO REMAIN. REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON. INSTALL APS PUSH BUTTON ON POLE 42" ABOVE SIDEWALK SURFACE PER CALTRANS STANDARD DETAIL ES-4C. CONNECT TO PPB CONDUCTORS.

GRAPHIC SCALE IN FEET
0 20 40 80

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCARBRO — 93909 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

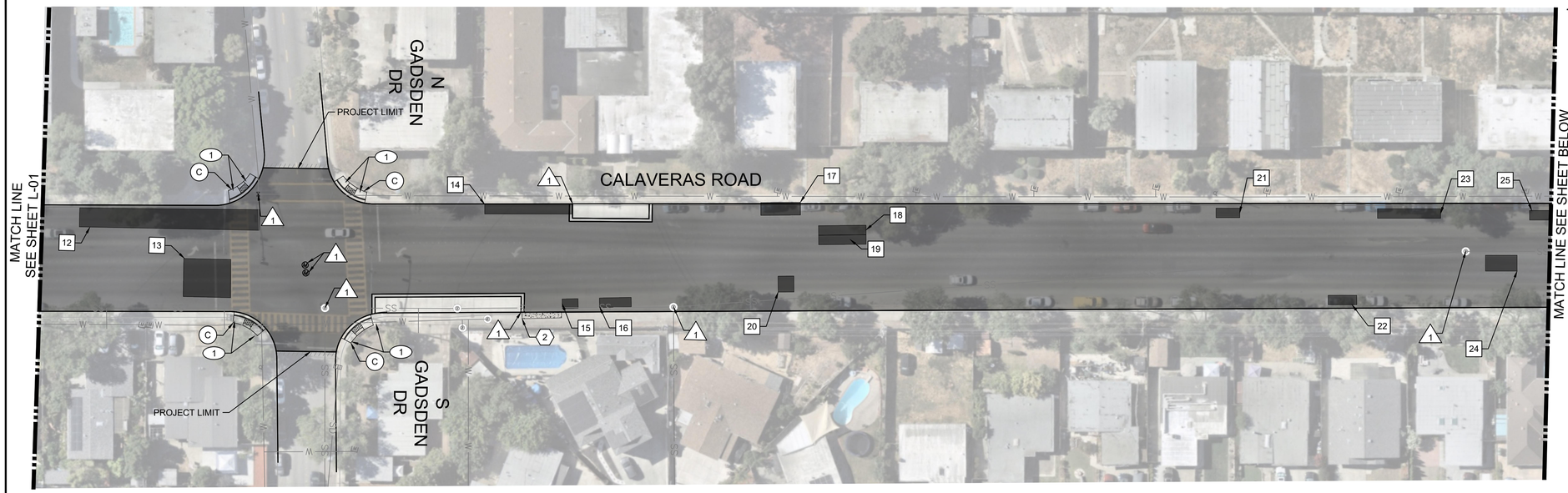
2024 STREET SEALING PHASE 2
PROJECT NO. 4305

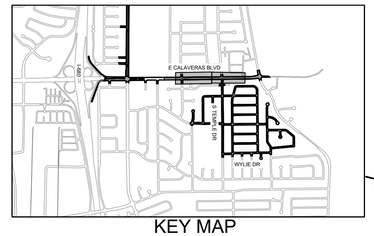
LAYOUT PLAN - AREA 1

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305
Rec. Dwg No. L-01
SCALE: 1" = 40'
SHEET 8 OF 44

annjali.bail Mar 04, 2025 – 3:40pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\L-01.dwg





KEY MAP
N.T.S.

LEGEND

- PROJECT LIMIT/CHANGE IN PAVEMENT TREATMENT
- CAPE SEAL — 1/20-1
- 2" GRIND AND OVERLAY — 2/20-1
- CRACK & SLURRY SEAL — 3/20-1
- 2" BASE REPAIR — 4/20-1
- SIDEWALK REPAIR LOCATION — 11/20-3
- DETECTABLE WARNING SURFACE — 12/20-3
- VALLEY GUTTER — 13/20-3

CONSTRUCTION NOTE LEGEND

- [#] BASE REPAIR LOCATION — 4/20-1
- (#) CURB RAMP REPLACEMENT LOCATION (SEE CALTRANS STANDARD PLANS A88A) — 12/20-3
- ⟨#⟩ SIDEWALK REPAIR LOCATION — 11/20-3
- ⟨#⟩ CURB AND GUTTER REPAIR LOCATION — 6/20-2
- ⟨#⟩ INSTALL WET SET DETECTABLE WARNING SURFACE IN NEW CONCRETE IN EXISTING PEDESTRIAN PASSAGEWAY PER CALTRANS STANDARD PLAN A88B. DETECTABLE WARNING SURFACE SHALL BE FLUSH WITH SURROUNDING ASPHALT GRADE. — 12/20-3
- (#) VALLEY GUTTER REPAIR LOCATION — 13/20-3
- [#] REPLACE CONCRETE WITH DECOMPOSED GRANITE IN PLANTER AREAS

NOTES

1. SEE SHEET G-02 FOR LAYOUT SHEET CONSTRUCTION NOTES THAT CORRESPOND TO SHEETS L-01 TO L-13.

UTILITY NOTES

△1 PROTECT IN PLACE

TRAFFIC SIGNAL NOTES

(1) EXISTING POLE TO REMAIN. REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON. INSTALL APS PUSH BUTTON ON POLE 42" ABOVE SIDEWALK SURFACE PER CALTRANS STANDARD DETAIL ES-4C. CONNECT TO PPB CONDUCTORS.

GRAPHIC SCALE IN FEET
0 20 40 80

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 35908 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 25, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

LAYOUT PLAN - AREA 1

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

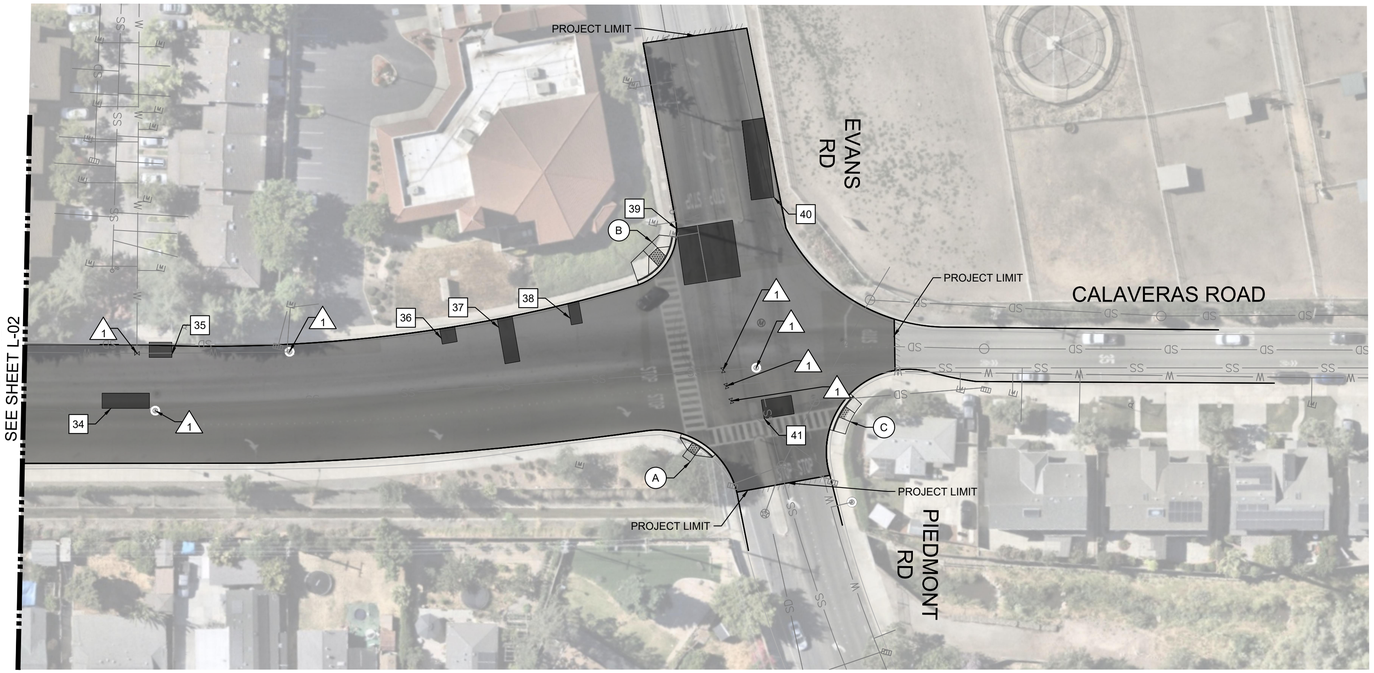
PROJECT NO. 4305

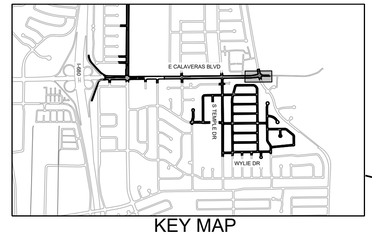
Rec. Dwg No. L-02

SCALE: 1" = 40'

SHEET 9 OF 44

annjali.bali Mar 04, 2025 – 3:41pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\L-01.dwg





KEY MAP
N.T.S.

LEGEND

	PROJECT LIMIT/CHANGE IN PAVEMENT TREATMENT
	CAPE SEAL (1 / 20-7)
	2" GRIND AND OVERLAY (2 / 20-7)
	CRACK & SLURRY SEAL (3 / 20-7)
	2" BASE REPAIR (4 / 20-7)
	SIDEWALK REPAIR LOCATION (11 / 20-7)
	DETECTABLE WARNING SURFACE (12 / 20-7)
	VALLEY GUTTER (13 / 20-7)

CONSTRUCTION NOTE LEGEND

#	BASE REPAIR LOCATION (4 / 20-7)
#	CURB RAMP REPLACEMENT LOCATION (SEE CALTRANS STANDARD PLANS A88A) (12 / 20-7)
#	SIDEWALK REPAIR LOCATION (11 / 20-7)
#	CURB AND GUTTER REPAIR LOCATION (6 / 20-7)
#	INSTALL WET SET DETECTABLE WARNING SURFACE IN NEW CONCRETE IN EXISTING PEDESTRIAN PASSAGEWAY PER CALTRANS STANDARD PLAN A88B. DETECTABLE WARNING SURFACE SHALL BE FLUSH WITH SURROUNDING ASPHALT GRADE. (12 / 20-7)
#	VALLEY GUTTER REPAIR LOCATION (13 / 20-7)
#	REPLACE CONCRETE WITH DECOMPOSED GRANITE IN PLANTER AREAS

NOTES

1. SEE SHEET G-02 FOR LAYOUT SHEET CONSTRUCTION NOTES THAT CORRESPOND TO SHEETS L-01 TO L-13.

UTILITY NOTES

1 PROTECT IN PLACE

GRAPHIC SCALE IN FEET
0 20 40 80

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 93909 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

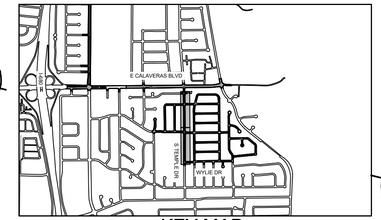
2024 STREET SEALING PHASE 2
PROJECT NO. 4305

LAYOUT PLAN - AREA 1

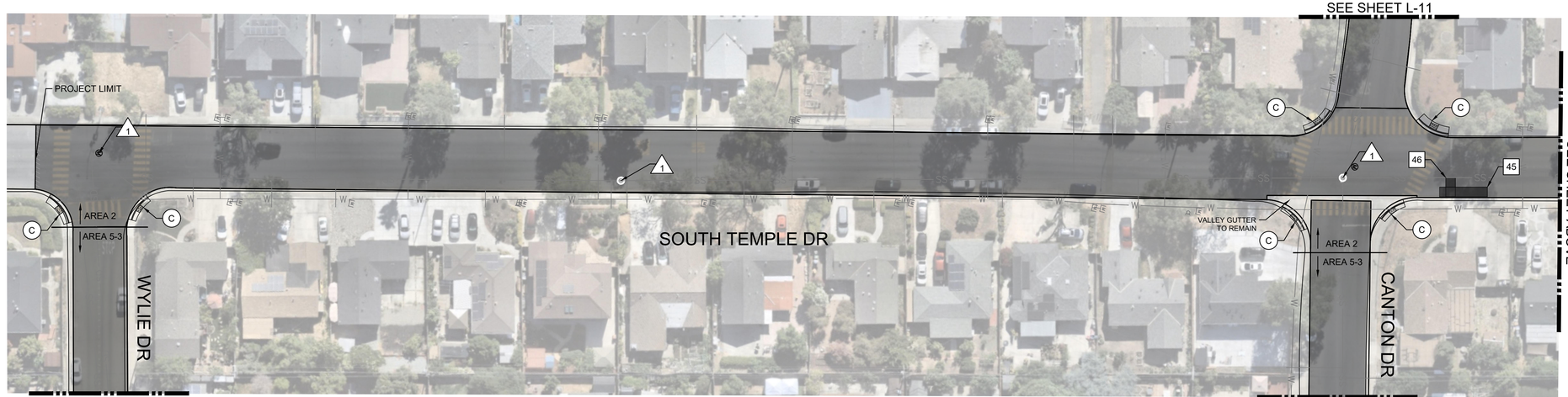
RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305
Rec. Dwg No. L-03
SCALE: 1" = 40'
SHEET 10 OF 44

annjali.bali Mar 04, 2025 – 3:42pm K:\SMT_RDWY\0973840010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\L-01.dwg



KEY MAP
N.T.S.



LEGEND

- PROJECT LIMIT/CHANGE IN PAVEMENT TREATMENT
- CAPE SEAL (1 / 20-1)
- 2" GRIND AND OVERLAY (2 / 20-1)
- CRACK & SLURRY SEAL (3 / 20-1)
- 2" BASE REPAIR (4 / 20-1)
- SIDEWALK REPAIR LOCATION (11 / 20-3)
- DETECTABLE WARNING SURFACE (12 / 20-3)
- VALLEY GUTTER (13 / 20-3)

CONSTRUCTION NOTE LEGEND

- # — BASE REPAIR LOCATION (4 / 20-1)
- # — CURB RAMP REPLACEMENT LOCATION (SEE CALTRANS STANDARD PLANS A88A) (12 / 20-3)
- # — SIDEWALK REPAIR LOCATION (11 / 20-3)
- # — CURB AND GUTTER REPAIR LOCATION (6 / 20-2)
- # — INSTALL WET SET DETECTABLE WARNING SURFACE IN NEW CONCRETE IN EXISTING PEDESTRIAN PASSAGEWAY PER CALTRANS STANDARD PLAN A88B. DETECTABLE WARNING SURFACE SHALL BE FLUSH WITH SURROUNDING ASPHALT GRADE. (12 / 20-3)
- # — VALLEY GUTTER REPAIR LOCATION (13 / 20-3)
- # — REPLACE CONCRETE WITH DECOMPOSED GRANITE IN PLANTER AREAS

NOTES

1. SEE SHEET G-02 FOR LAYOUT SHEET CONSTRUCTION NOTES THAT CORRESPOND TO SHEETS L-01 TO L-13.

UTILITY NOTES

1 PROTECT IN PLACE

GRAPHIC SCALE IN FEET
0 20 40 80

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 93909 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public improvements initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

LAYOUT PLAN - AREA 2

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

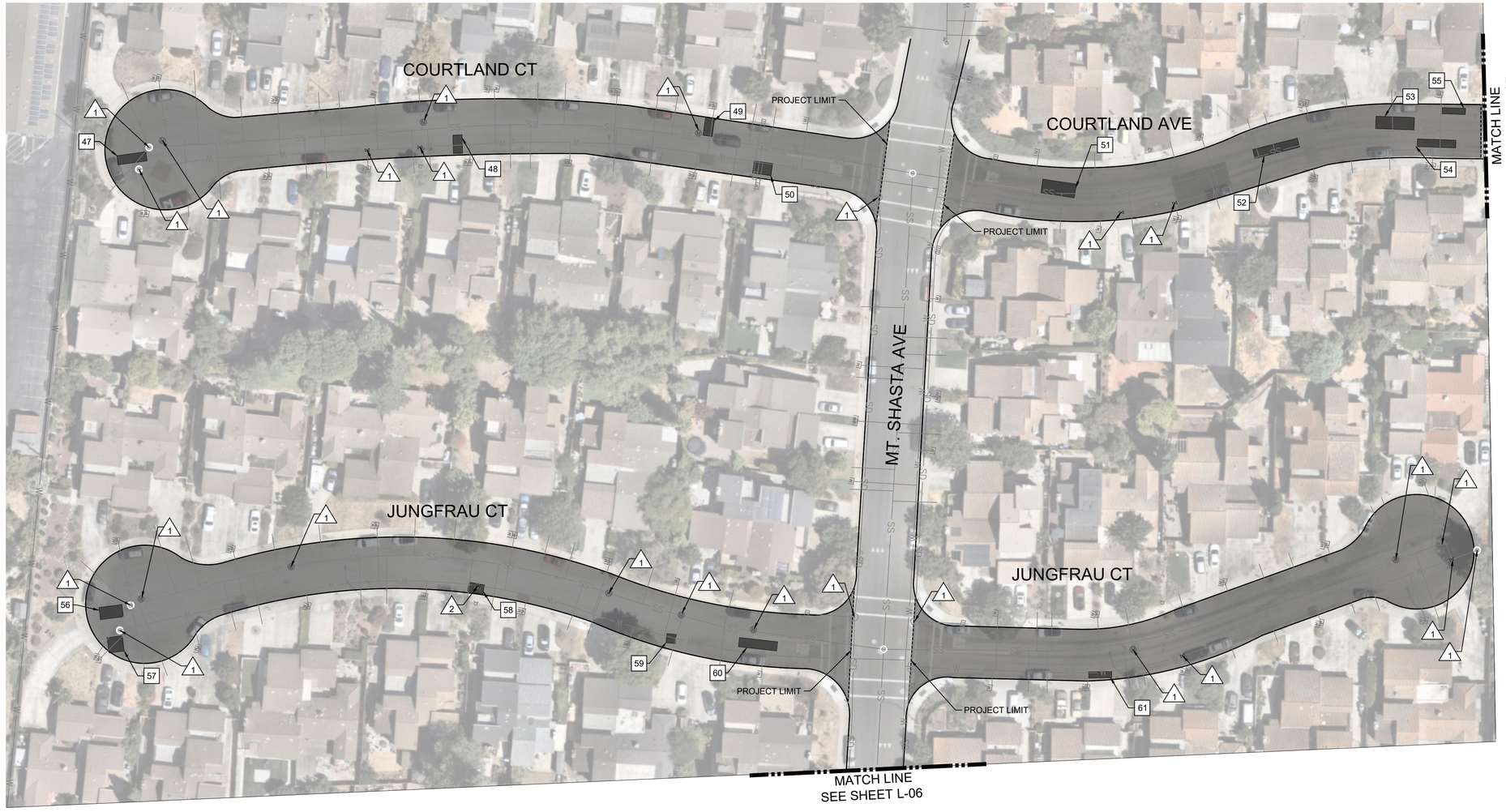
PROJECT NO. 4305

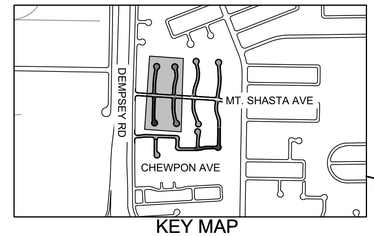
Rec. Dwg No. L-04

SCALE: 1" = 40'

SHEET 11 OF 44

annjali.bali Mar 05, 2025 - 3:01pm K:\SMT_RDWY\097384010 - Milpitas Street Sealing - JS\08 CADD\PlanSheets\L-04 - Area 2.dwg





KEY MAP
N.T.S.

LEGEND

- PROJECT LIMIT/CHANGE IN PAVEMENT TREATMENT
- CAPE SEAL (1 / 00-7)
- 2" GRIND AND OVERLAY (2 / 00-7)
- CRACK & SLURRY SEAL (3 / 00-7)
- 2" BASE REPAIR (4 / 00-7)
- SIDEWALK REPAIR LOCATION (11 / 00-3)
- DETECTABLE WARNING SURFACE (12 / 00-3)
- VALLEY GUTTER (13 / 00-3)

CONSTRUCTION NOTE LEGEND

- [#] BASE REPAIR LOCATION (4 / 00-7)
- (#) CURB RAMP REPLACEMENT LOCATION (SEE CALTRANS STANDARD PLANS A88A) (12 / 00-3)
- (#) SIDEWALK REPAIR LOCATION (11 / 00-3)
- ◇# CURB AND GUTTER REPAIR LOCATION (6 / 00-7)
- ◇# INSTALL WET SET DETECTABLE WARNING SURFACE IN NEW CONCRETE IN EXISTING PEDESTRIAN PASSAGEWAY PER CALTRANS STANDARD PLAN A88B. DETECTABLE WARNING SURFACE SHALL BE FLUSH WITH SURROUNDING ASPHALT GRADE. (12 / 00-3)
- (#) VALLEY GUTTER REPAIR LOCATION (13 / 00-3)
- (#) REPLACE CONCRETE WITH DECOMPOSED GRANITE IN PLANTER AREAS

NOTES

1. SEE SHEET G-02 FOR LAYOUT SHEET CONSTRUCTION NOTES THAT CORRESPOND TO SHEETS L-01 TO L-13.

UTILITY NOTES

1. PROTECT IN PLACE
2. ADJUST TO GRADE

GRAPHIC SCALE IN FEET
0 20 40 80

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 35909 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

LAYOUT PLAN - AREA 3

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

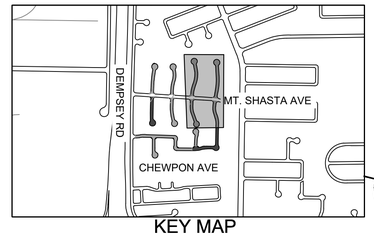
PROJECT NO. 4305

Rec. Dwg No. L-05

SCALE: 1" = 40'

SHEET 12 OF 44

annjali.bali Mar 04, 2025 – 3:46pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\L-11 – Area 3.dwg



KEY MAP
N.T.S.

LEGEND

	PROJECT LIMIT/CHANGE IN PAVEMENT TREATMENT
	CAPE SEAL (1 00-7)
	2" GRIND AND OVERLAY (2 00-7)
	CRACK & SLURRY SEAL (3 00-7)
	2" BASE REPAIR (4 00-7)
	SIDEWALK REPAIR LOCATION (11 00-5)
	DETECTABLE WARNING SURFACE (12 00-5)
	VALLEY GUTTER (13 00-5)

CONSTRUCTION NOTE LEGEND

#	BASE REPAIR LOCATION (4 00-7)
#	CURB RAMP REPLACEMENT LOCATION (SEE CALTRANS STANDARD PLANS A88A) (12 00-5)
#	SIDEWALK REPAIR LOCATION (11 00-5)
#	CURB AND GUTTER REPAIR LOCATION (6 00-7)
#	INSTALL WET SET DETECTABLE WARNING SURFACE IN NEW CONCRETE IN EXISTING PEDESTRIAN PASSAGEWAY PER CALTRANS STANDARD PLAN A88B. DETECTABLE WARNING SURFACE SHALL BE FLUSH WITH SURROUNDING ASPHALT GRADE. (12 00-5)
#	VALLEY GUTTER REPAIR LOCATION (13 00-5)
#	REPLACE CONCRETE WITH DECOMPOSED GRANITE IN PLANTER AREAS

NOTES

1. SEE SHEET G-02 FOR LAYOUT SHEET CONSTRUCTION NOTES THAT CORRESPOND TO SHEETS L-01 TO L-13.

UTILITY NOTES

1 PROTECT IN PLACE

2 ADJUST TO GRADE

GRAPHIC SCALE IN FEET
0 20 40 80

CONTACT 811 BEFORE YOU DIG
811 SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SCHRAMM
93909
Exp. 6-30-26
CIVIL
STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
CALIFORNIA
INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

LAYOUT PLAN - AREA 3

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

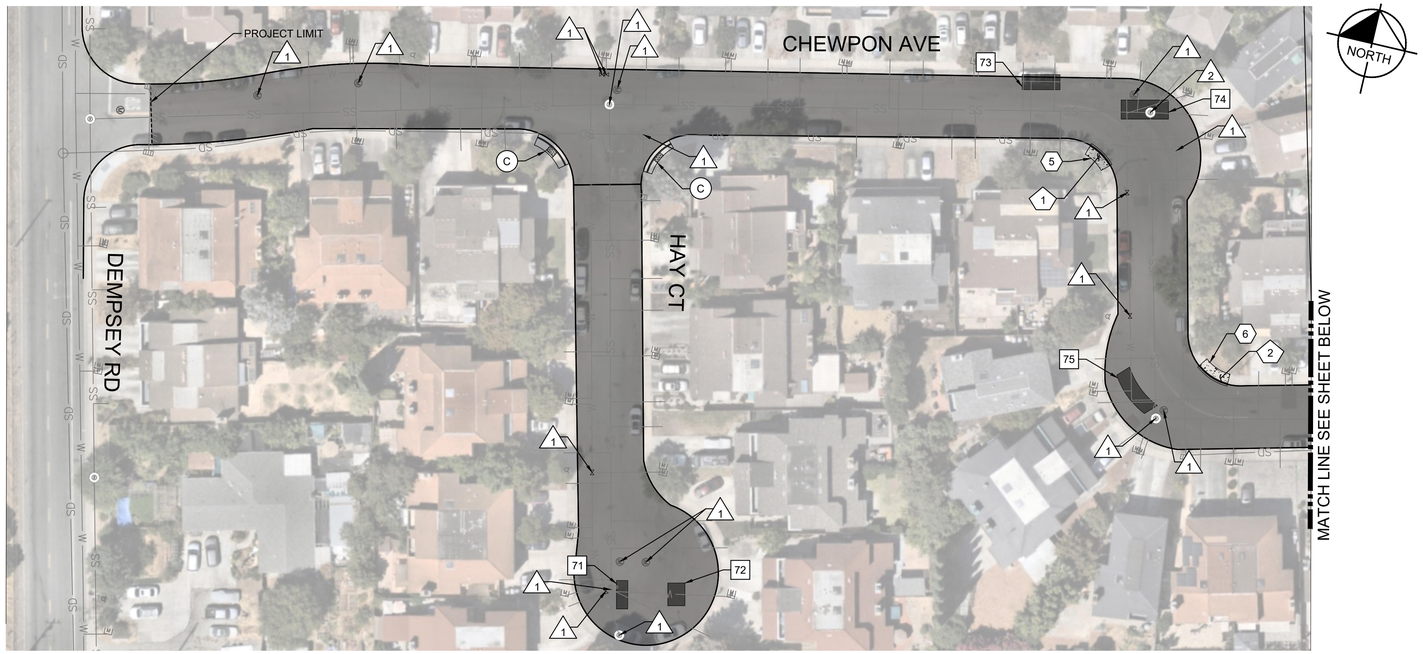
PROJECT NO. 4305

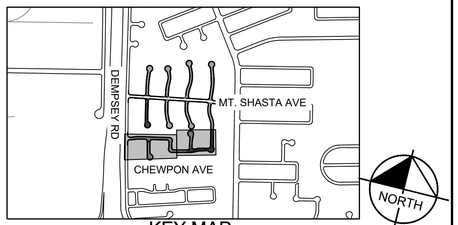
Rec. Dwg No. L-06

SCALE: 1" = 40'

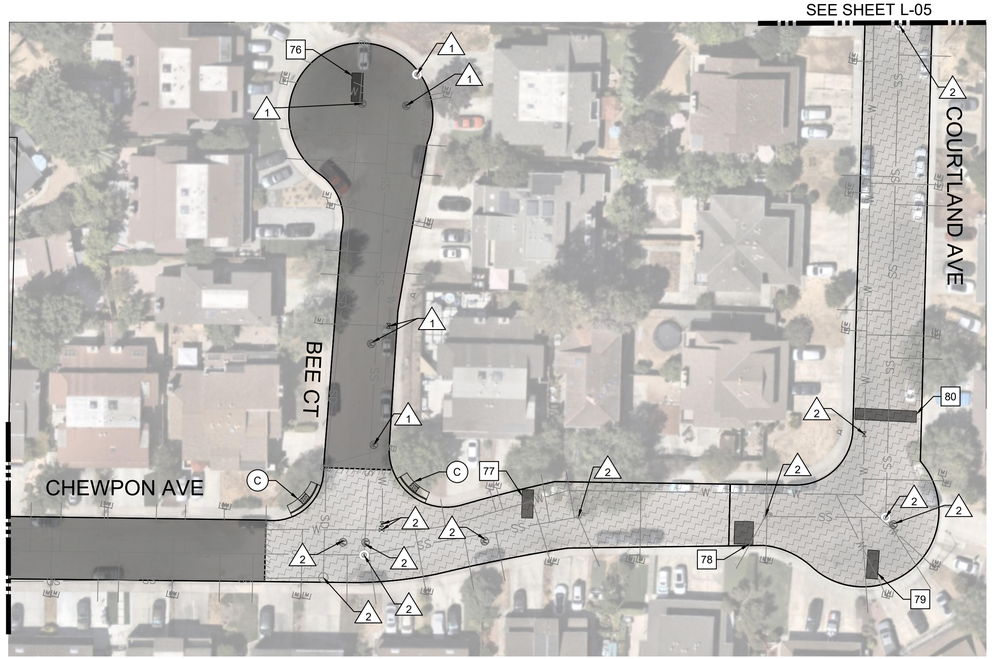
SHEET 13 OF 44

annjali.bai Mar 04, 2025 - 3:48pm K:\SMT_RDWY\097384010 - Milpitas Street Sealing - JS\08 CADD\PlanSheets\L_11 - Area 3.dwg





KEY MAP
N.T.S.



LEGEND

- PROJECT LIMIT/CHANGE IN PAVEMENT TREATMENT
- CAPE SEAL (1 / 20-1)
- 2" GRIND AND OVERLAY (2 / 20-1)
- CRACK & SLURRY SEAL (3 / 20-1)
- 2" BASE REPAIR (4 / 20-1)
- SIDEWALK REPAIR LOCATION (11 / 20-3)
- DETECTABLE WARNING SURFACE (12 / 20-3)
- VALLEY GUTTER (13 / 20-3)

CONSTRUCTION NOTE LEGEND

- [#] BASE REPAIR LOCATION (4 / 20-1)
- (#) CURB RAMP REPLACEMENT LOCATION (SEE CALTRANS STANDARD PLANS A88A) (12 / 20-3)
- <#> SIDEWALK REPAIR LOCATION (11 / 20-3)
- <#> CURB AND GUTTER REPAIR LOCATION (6 / 20-2)
- <#> INSTALL WET SET DETECTABLE WARNING SURFACE IN NEW CONCRETE IN EXISTING PEDESTRIAN PASSAGEWAY PER CALTRANS STANDARD PLAN A88B. DETECTABLE WARNING SURFACE SHALL BE FLUSH WITH SURROUNDING ASPHALT GRADE. (12 / 20-3)
- (#) VALLEY GUTTER REPAIR LOCATION (13 / 20-3)
- [#] REPLACE CONCRETE WITH DECOMPOSED GRANITE IN PLANTER AREAS

NOTES

1. SEE SHEET G-02 FOR LAYOUT SHEET CONSTRUCTION NOTES THAT CORRESPOND TO SHEETS L-01 TO L-13.

UTILITY NOTES

1. PROTECT IN PLACE
2. ADJUST TO GRADE

GRAPHIC SCALE IN FEET
0 20 40 80

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 39908 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

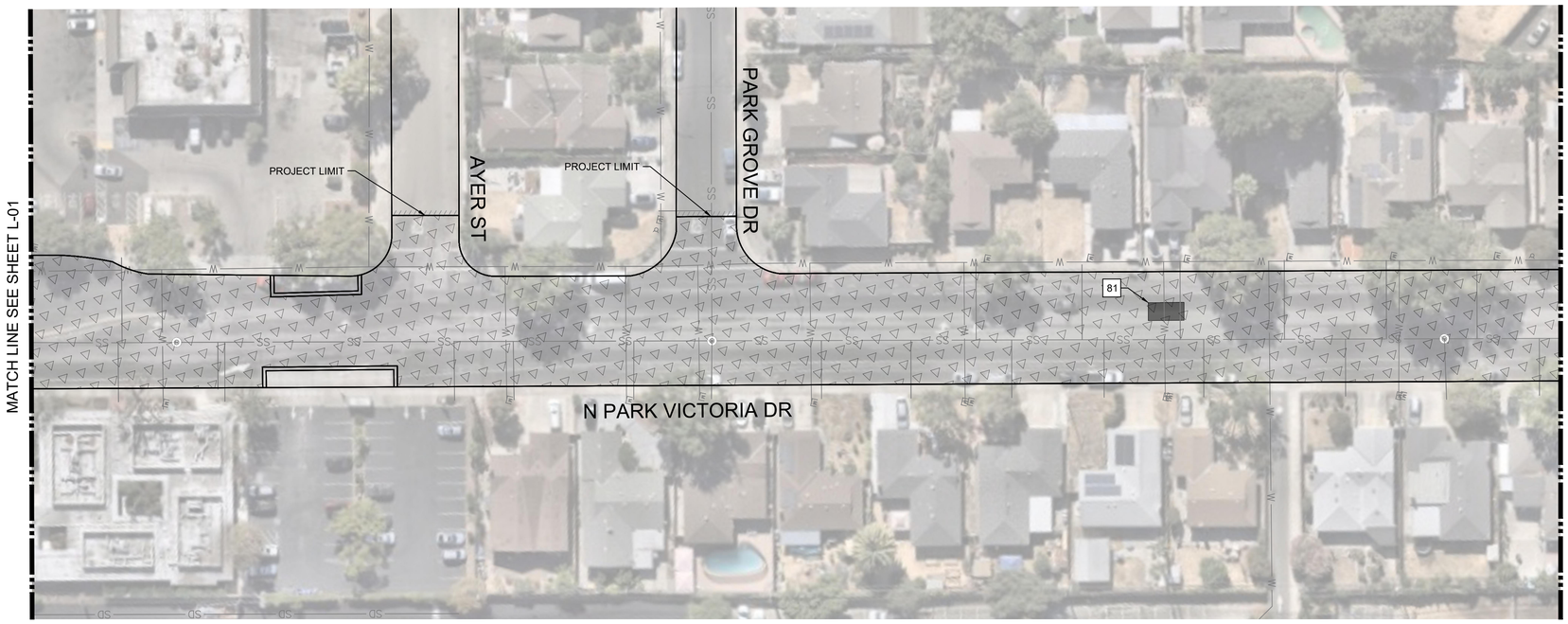
2024 STREET SEALING PHASE 2
PROJECT NO. 4305

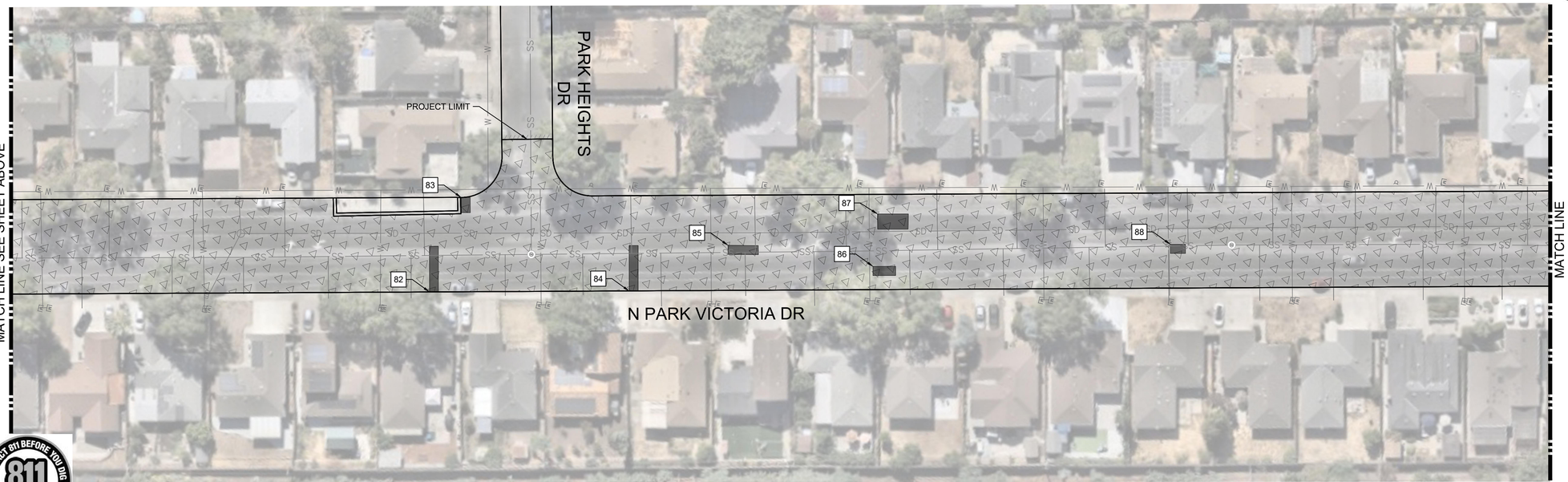
LAYOUT PLAN - AREA 3

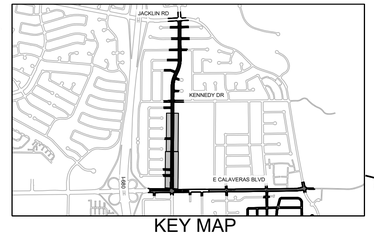
RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305
Rec. Dwg No. L-07
SCALE: 1" = 40'
SHEET 14 OF 44

annjali.bali Mar 04, 2025 – 3:49pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\L-11 – Area 3.dwg







KEY MAP
N.T.S.

LEGEND

	PROJECT LIMIT/CHANGE IN PAVEMENT TREATMENT
	CAPE SEAL (1 / 20-7)
	2" GRIND AND OVERLAY (2 / 20-7)
	CRACK & SLURRY SEAL (3 / 20-7)
	2" BASE REPAIR (4 / 20-7)
	SIDEWALK REPAIR LOCATION (11 / 20-7)
	DETECTABLE WARNING SURFACE (12 / 20-7)
	VALLEY GUTTER (13 / 20-7)

CONSTRUCTION NOTE LEGEND

#	BASE REPAIR LOCATION	4 / 20-7
#	CURB RAMP REPLACEMENT LOCATION (SEE CALTRANS STANDARD PLANS A88A)	12 / 20-7
#	SIDEWALK REPAIR LOCATION	11 / 20-7
#	CURB AND GUTTER REPAIR LOCATION	6 / 20-7
#	INSTALL WET SET DETECTABLE WARNING SURFACE IN NEW CONCRETE IN EXISTING PEDESTRIAN PASSAGEWAY PER CALTRANS STANDARD PLAN A88B. DETECTABLE WARNING SURFACE SHALL BE FLUSH WITH SURROUNDING ASPHALT GRADE.	12 / 20-7
#	VALLEY GUTTER REPAIR LOCATION	13 / 20-7
#	REPLACE CONCRETE WITH DECOMPOSED GRANITE IN PLANTER AREAS	

NOTES

1. SEE SHEET G-02 FOR LAYOUT SHEET CONSTRUCTION NOTES THAT CORRESPOND TO SHEETS L-01 TO L-13.

GRAPHIC SCALE IN FEET
0 20 40 80

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 33909 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

LAYOUT PLAN - AREA 4

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

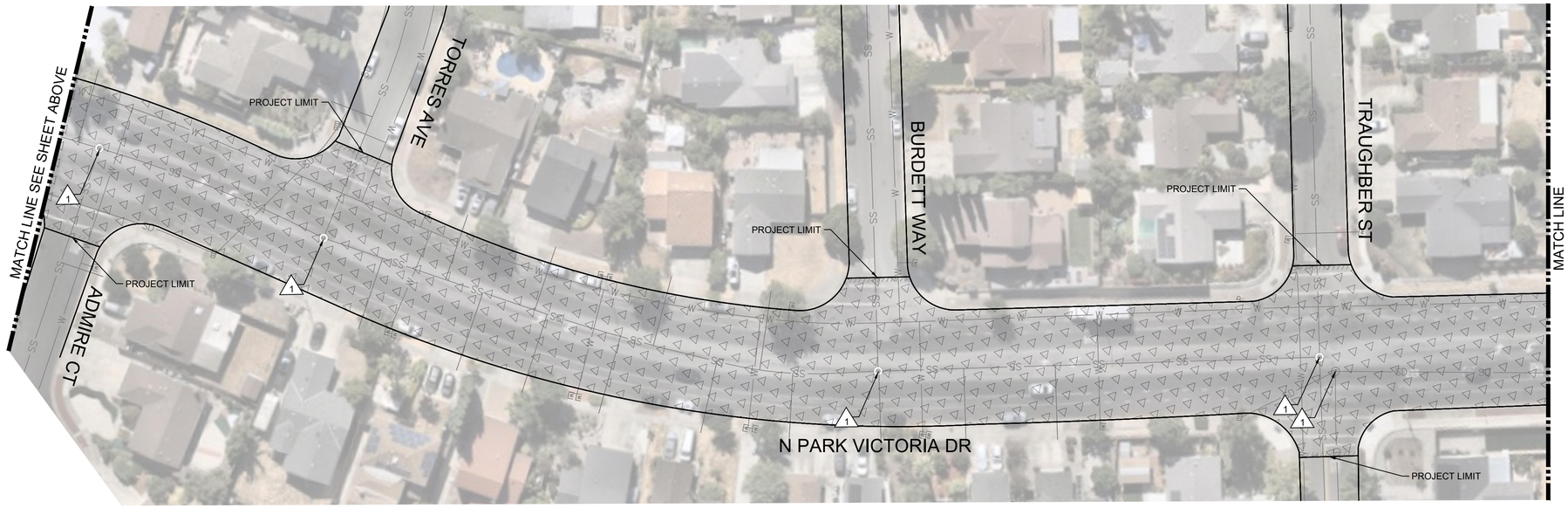
PROJECT NO. 4305

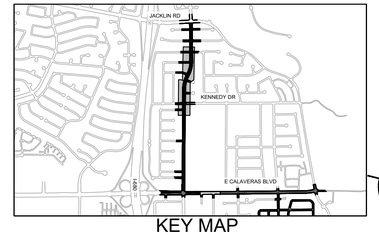
Rec. Dwg No. L-08

SCALE: 1" = 40'

SHEET 15 OF 44

annjali.bali Mar 04, 2025 – 3:52pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\L-15-Area 4.dwg





KEY MAP
N.T.S.

NORTH

LEGEND

	PROJECT LIMIT/CHANGE IN PAVEMENT TREATMENT
	CAPE SEAL (1 / 20-7)
	2" GRIND AND OVERLAY (2 / 20-7)
	CRACK & SLURRY SEAL (3 / 20-7)
	2" BASE REPAIR (4 / 20-7)
	SIDEWALK REPAIR LOCATION (11 / 20-7)
	DETECTABLE WARNING SURFACE (12 / 20-7)
	VALLEY GUTTER (13 / 20-7)

CONSTRUCTION NOTE LEGEND

#	BASE REPAIR LOCATION (4 / 20-7)
#	CURB RAMP REPLACEMENT LOCATION (SEE CALTRANS STANDARD PLANS A88A) (12 / 20-7)
#	SIDEWALK REPAIR LOCATION (11 / 20-7)
#	CURB AND GUTTER REPAIR LOCATION (6 / 20-7)
#	INSTALL WET SET DETECTABLE WARNING SURFACE IN NEW CONCRETE IN EXISTING PEDESTRIAN PASSAGEWAY PER CALTRANS STANDARD PLAN A88B. DETECTABLE WARNING SURFACE SHALL BE FLUSH WITH SURROUNDING ASPHALT GRADE. (12 / 20-7)
#	VALLEY GUTTER REPAIR LOCATION (13 / 20-7)
#	REPLACE CONCRETE WITH DECOMPOSED GRANITE IN PLANTER AREAS

NOTES

1. SEE SHEET G-02 FOR LAYOUT SHEET CONSTRUCTION NOTES THAT CORRESPOND TO SHEETS L-01 TO L-13.

UTILITY NOTES

1 PROTECT IN PLACE

GRAPHIC SCALE IN FEET
0 20 40 80

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 35908 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

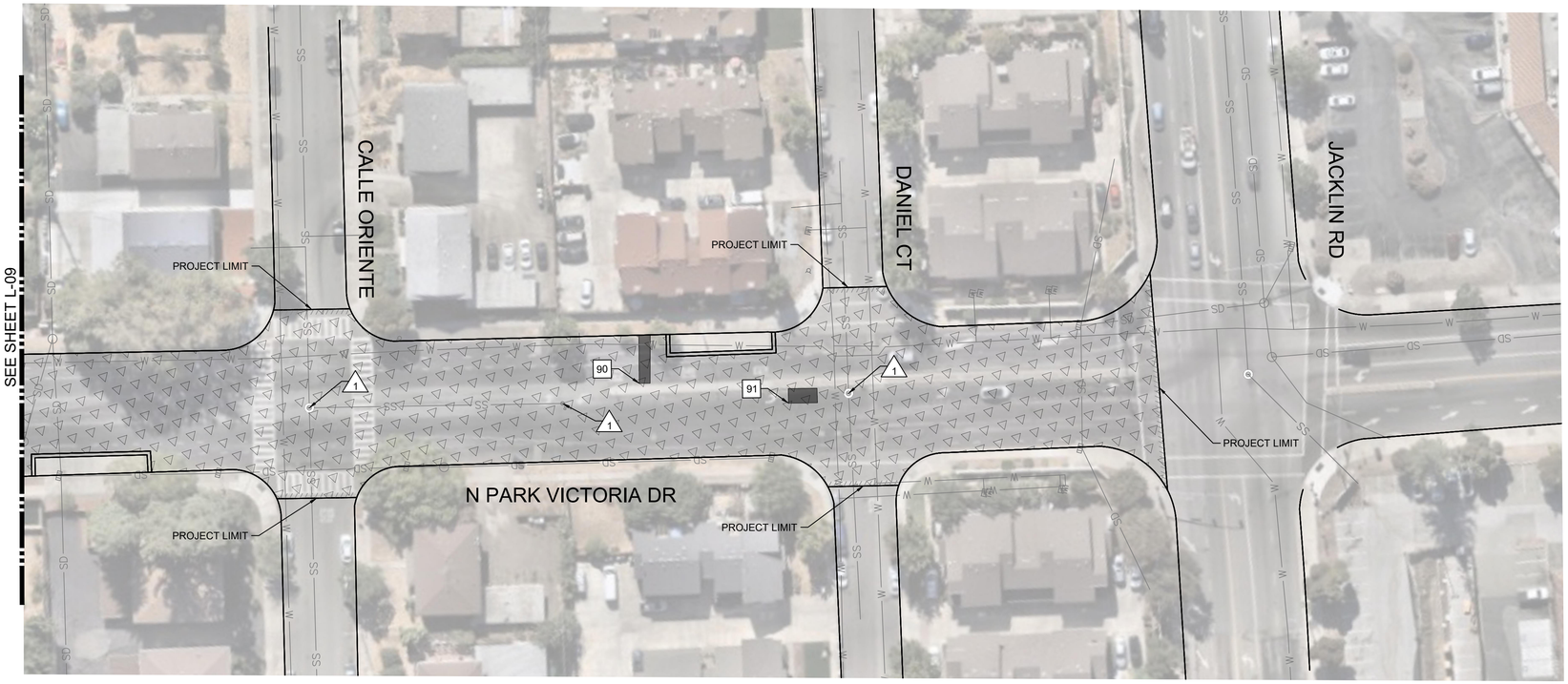
2024 STREET SEALING PHASE 2
PROJECT NO. 4305

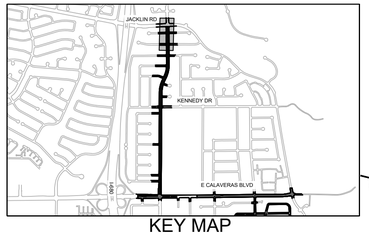
LAYOUT PLAN - AREA 4

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305
Rec. Dwg No. L-09
SCALE: 1" = 40'
SHEET 16 OF 44

annjali.bali Mar 04, 2025 – 3:54pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\L-15-Area 4.dwg





KEY MAP
N.T.S.

LEGEND

PROJECT LIMIT/CHANGE IN PAVEMENT TREATMENT	
CAPE SEAL	1 / 20-7
2" GRIND AND OVERLAY	2 / 20-7
CRACK & SLURRY SEAL	3 / 20-7
2" BASE REPAIR	4 / 20-7
SIDEWALK REPAIR LOCATION	11 / 20-7
DETECTABLE WARNING SURFACE	12 / 20-7
VALLEY GUTTER	13 / 20-7

CONSTRUCTION NOTE LEGEND

[#]	BASE REPAIR LOCATION	4 / 20-7
(#)	CURB RAMP REPLACEMENT LOCATION (SEE CALTRANS STANDARD PLANS A88A)	12 / 20-7
⬡ #	SIDEWALK REPAIR LOCATION	11 / 20-7
◇ #	CURB AND GUTTER REPAIR LOCATION	6 / 20-7
◇ #	INSTALL WET SET DETECTABLE WARNING SURFACE IN NEW CONCRETE IN EXISTING PEDESTRIAN PASSAGEWAY PER CALTRANS STANDARD PLAN A88B. DETECTABLE WARNING SURFACE SHALL BE FLUSH WITH SURROUNDING ASPHALT GRADE.	12 / 20-7
(#)	VALLEY GUTTER REPAIR LOCATION	13 / 20-7
[#]	REPLACE CONCRETE WITH DECOMPOSED GRANITE IN PLANTER AREAS	

NOTES

1. SEE SHEET G-02 FOR LAYOUT SHEET CONSTRUCTION NOTES THAT CORRESPOND TO SHEETS L-01 TO L-13.

UTILITY NOTES

1 PROTECT IN PLACE

GRAPHIC SCALE IN FEET
0 20 40 80

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 33909 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

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Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

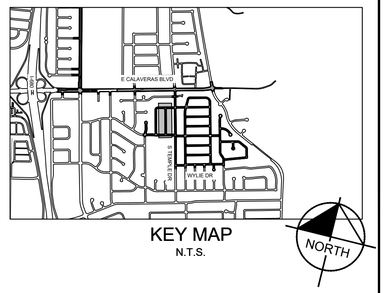
2024 STREET SEALING PHASE 2
PROJECT NO. 4305

LAYOUT PLAN - AREA 4

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305
Rec. Dwg No. L-10
SCALE: 1" = 40'
SHEET 17 OF 44

annjali.bali Mar 04, 2025 – 3:56pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\L-15-Area 4.dwg



LEGEND

- PROJECT LIMIT/CHANGE IN PAVEMENT TREATMENT
- CAPE SEAL (1 / 20-1)
- 2" GRIND AND OVERLAY (2 / 20-1)
- CRACK & SLURRY SEAL (3 / 20-1)
- 2" BASE REPAIR (4 / 20-1)
- SIDEWALK REPAIR LOCATION (11 / 20-3)
- DETECTABLE WARNING SURFACE (12 / 20-3)
- VALLEY GUTTER (13 / 20-3)

CONSTRUCTION NOTE LEGEND

- [#] BASE REPAIR LOCATION (4 / 20-1)
- (#) CURB RAMP REPLACEMENT LOCATION (SEE CALTRANS STANDARD PLANS A88A) (12 / 20-3)
- <#> SIDEWALK REPAIR LOCATION (11 / 20-3)
- <#> CURB AND GUTTER REPAIR LOCATION (6 / 20-3)
- <#> INSTALL WET SET DETECTABLE WARNING SURFACE IN NEW CONCRETE IN EXISTING PEDESTRIAN PASSAGEWAY PER CALTRANS STANDARD PLAN A88B. DETECTABLE WARNING SURFACE SHALL BE FLUSH WITH SURROUNDING ASPHALT GRADE. (12 / 20-3)
- (#) VALLEY GUTTER REPAIR LOCATION (13 / 20-3)
- [#] REPLACE CONCRETE WITH DECOMPOSED GRANITE IN PLANTER AREAS

NOTES

1. SEE SHEET G-02 FOR LAYOUT SHEET CONSTRUCTION NOTES THAT CORRESPOND TO SHEETS L-01 TO L-13.

UTILITY NOTES

1 PROTECT IN PLACE

GRAPHIC SCALE IN FEET
0 20 40 80

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SCHRAMM
93909
Exp. 6-30-26
CIVIL
STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

LAYOUT PLAN - AREA 5-1 (ADDITIVE ALTERNATE NO. 1)

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

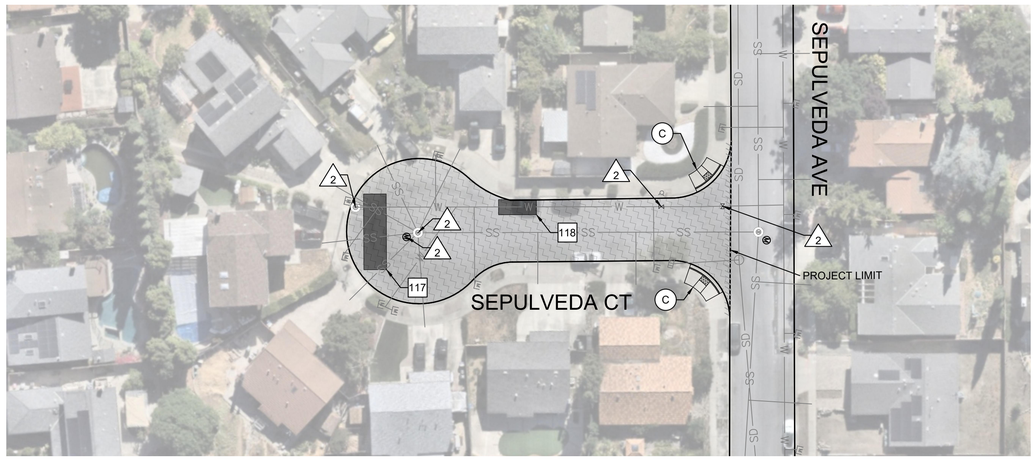
PROJECT NO. 4305

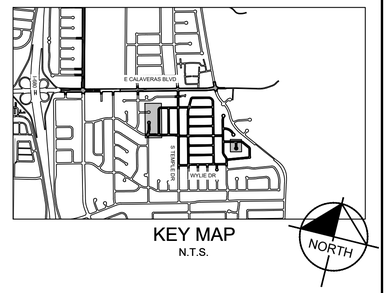
Rec. Dwg No. L-11

SCALE: 1" = 40'

SHEET 18 OF 44

annjali.bai Mar 04, 2025 – 3:57pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\L-17 – Area 5.dwg





KEY MAP
N.T.S.

LEGEND

	PROJECT LIMIT/CHANGE IN PAVEMENT TREATMENT
	CAPE SEAL (1 20-1)
	2" GRIND AND OVERLAY (2 20-1)
	CRACK & SLURRY SEAL (3 20-1)
	2" BASE REPAIR (4 20-1)
	SIDEWALK REPAIR LOCATION (11 20-3)
	DETECTABLE WARNING SURFACE (12 20-3)
	VALLEY GUTTER (13 20-3)

CONSTRUCTION NOTE LEGEND

#	BASE REPAIR LOCATION (4 20-1)
#	CURB RAMP REPLACEMENT LOCATION (SEE CALTRANS STANDARD PLANS A88A) (12 20-3)
#	SIDEWALK REPAIR LOCATION (11 20-3)
#	CURB AND GUTTER REPAIR LOCATION (6 20-2)
#	INSTALL WET SET DETECTABLE WARNING SURFACE IN NEW CONCRETE IN EXISTING PEDESTRIAN PASSAGEWAY PER CALTRANS STANDARD PLAN A88B. DETECTABLE WARNING SURFACE SHALL BE FLUSH WITH SURROUNDING ASPHALT GRADE. (12 20-3)
#	VALLEY GUTTER REPAIR LOCATION (13 20-3)
#	REPLACE CONCRETE WITH DECOMPOSED GRANITE IN PLANTER AREAS

NOTES

1. SEE SHEET G-02 FOR LAYOUT SHEET CONSTRUCTION NOTES THAT CORRESPOND TO SHEETS L-01 TO L-13.

UTILITY NOTES

1 PROTECT IN PLACE

2 ADJUST TO GRADE

GRAPHIC SCALE IN FEET
0 20 40 80

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 93908 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

LAYOUT PLAN - AREA 5-1 AND 5-2 (ADDITIVE ALTERNATE NO. 1 AND 2)

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

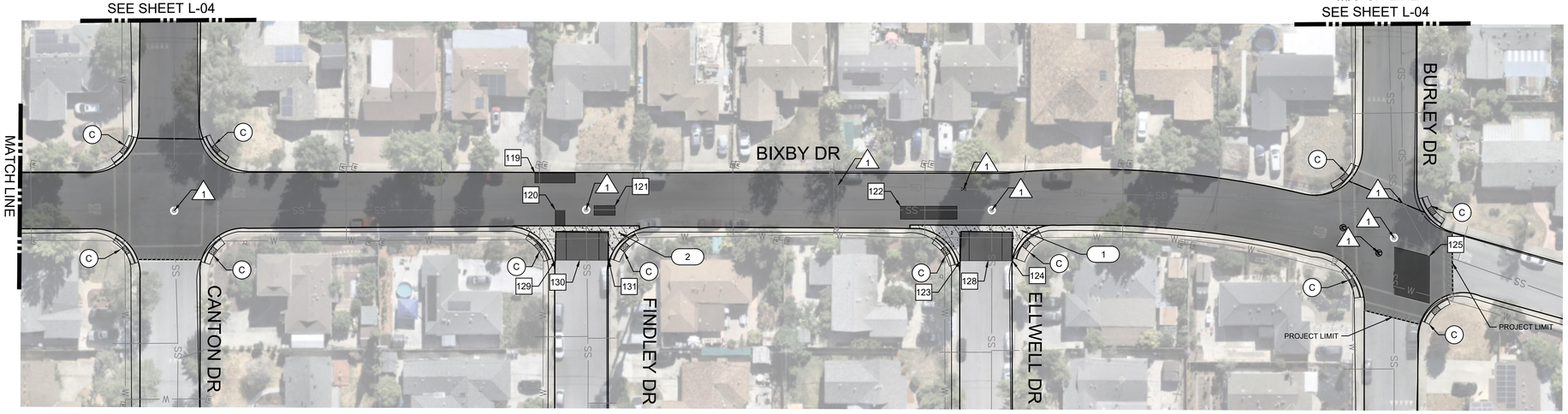
PROJECT NO. 4305

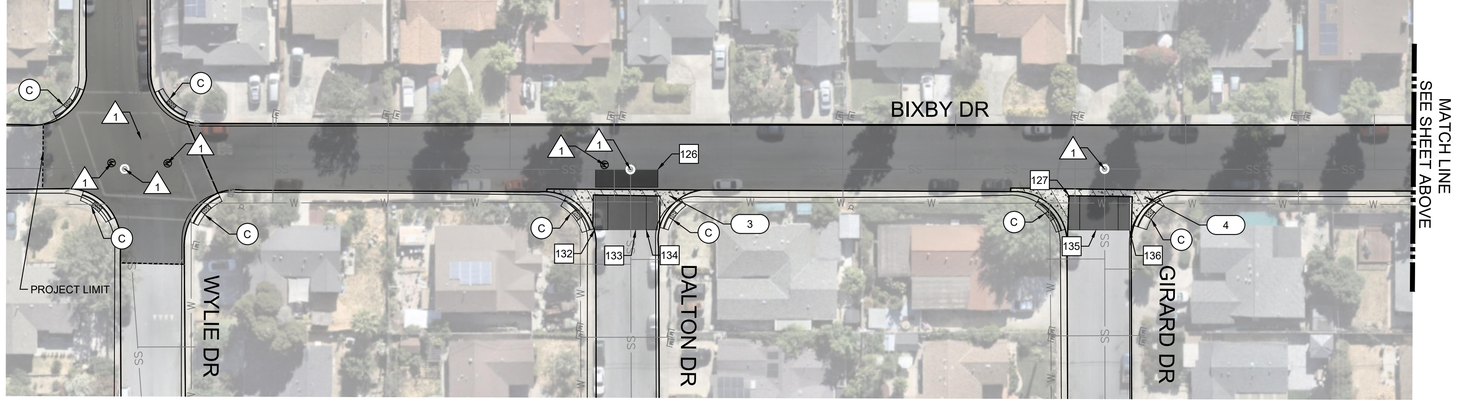
Rec. Dwg No. L-12

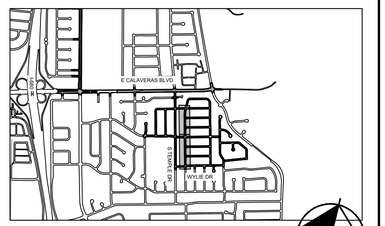
SCALE: 1" = 40'

SHEET 19 OF 44

annjali.bali Mar 04, 2025 – 3:59pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\L-17 – Area 5.dwg







LEGEND

- PROJECT LIMIT/CHANGE IN PAVEMENT TREATMENT
- CAPE SEAL (1 / 20-1)
- 2" GRIND AND OVERLAY (2 / 20-1)
- CRACK & SLURRY SEAL (3 / 20-1)
- 2" BASE REPAIR (4 / 20-1)
- SIDEWALK REPAIR LOCATION (11 / 20-3)
- DETECTABLE WARNING SURFACE (12 / 20-3)
- VALLEY GUTTER (13 / 20-3)

CONSTRUCTION NOTE LEGEND

- [#] BASE REPAIR LOCATION (4 / 20-1)
- (#) CURB RAMP REPLACEMENT LOCATION (SEE CALTRANS STANDARD PLANS A88A) (12 / 20-3)
- (#) SIDEWALK REPAIR LOCATION (11 / 20-3)
- ⬡ # CURB AND GUTTER REPAIR LOCATION (6 / 20-2)
- ◇ # INSTALL WET SET DETECTABLE WARNING SURFACE IN NEW CONCRETE IN EXISTING PEDESTRIAN PASSAGEWAY PER CALTRANS STANDARD PLAN A88B. DETECTABLE WARNING SURFACE SHALL BE FLUSH WITH SURROUNDING ASPHALT GRADE. (12 / 20-3)
- (#) VALLEY GUTTER REPAIR LOCATION (13 / 20-3)
- [#] REPLACE CONCRETE WITH DECOMPOSED GRANITE IN PLANTER AREAS

NOTES

1. SEE SHEET G-02 FOR LAYOUT SHEET CONSTRUCTION NOTES THAT CORRESPOND TO SHEETS L-01 TO L-13.

UTILITY NOTES

1 PROTECT IN PLACE

GRAPHIC SCALE IN FEET
0 20 40 80

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 93909 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

LAYOUT PLAN - AREA 5-3 (ADDITIVE ALTERNATE NO. 3)

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305

Rec. Dwg No. L-13

SCALE: 1" = 40'

SHEET 20 OF 44

annjali.bali Mar 05, 2025 – 3:22pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\L-17 – Area 5.dwg

BASE REPAIR QUANTITY SUMMARY

LOCATION #	LENGTH (FT)	WIDTH (FT)	AREA (SF)	SHEET #	AREA #
1	6	9	54	L-01	1
2	42	6	252	L-01	1
3	58	6	348	L-01	1
4	6	12	72	L-01	1
5	58	6	348	L-01	1
6	24	6	144	L-01	1
7	6	15	90	L-01	1
8	20	10	200	L-01	1
11	12	186	2232	L-01	1
12	13	114	1482	L-02	1
13	24	30	720	L-02	1
14	6	55	330	L-02	1
15	6	10	60	L-02	1
16	6	20	120	L-02	1
17	8	25	200	L-02	1
18	6	30	180	L-02	1
19	6	30	180	L-02	1
20	10	10	100	L-02	1
21	6	15	90	L-02	1
22	6	18	108	L-02	1
23	6	40	240	L-02	1
24	10	20	200	L-02	1
25	6	20	120	L-02	1
26	6	40	240	L-02	1
27	6	21	126	L-02	1
28	84	14	1343	L-02	1
29	24	8	192	L-02	1
30	30	6	180	L-02	1
31	30	6	180	L-02	1
32	6	20	120	L-02	1
33	6	20	120	L-02	1
34	8	25	200	L-03	1
35	8	12	96	L-03	1
36	8	8	64	L-03	1
37	24	8	192	L-03	1
38	12	6	72	L-03	1
39	30	30	900	L-03	1
40	42	12	504	L-03	1
41	10	16	160	L-03	1
42	6	12	72	L-04	2
43	25	6	150	L-04	2
44	24	6	144	L-04	2
45	6	30	180	L-04	2
46	6	6	36	L-04	2
47	6	19	114	L-05	3
48	12	6	72	L-05	3
49	12	6	72	L-05	3
50	8	12	96	L-05	3
51	9	22	198	L-05	3
52	6	30	180	L-05	3
53	8	25	200	L-05	3
54	5	25	125	L-05	3
55	4	15	60	L-05	3
56	8	15	120	L-05	3
57	10	10	100	L-05	3
58	6	10	60	L-05	3
59	6	6	36	L-05	3
60	6	25	150	L-05	3
61	4	15	60	L-05	3

BASE REPAIR QUANTITY SUMMARY

LOCATION #	LENGTH (FT)	WIDTH (FT)	AREA (SF)	SHEET #	AREA #
62	6	18	108	L-06	3
63	6	20	120	L-06	3
64	5	25	125	L-06	3
65	8	15	120	L-06	3
66	9	12	108	L-06	3
67	6	30	180	L-06	3
68	10	14	140	L-06	3
69	10	50	500	L-06	3
70	10	52	520	L-06	3
71	15	6	90	L-07	3
72	12	9	108	L-07	3
73	8	20	160	L-07	3
74	10	25	250	L-07	3
75	25	8	200	L-07	3
76	15	6	90	L-07	3
77	15	6	90	L-07	3
78	12	10	120	L-07	3
79	15	6	90	L-07	3
80	6	33	198	L-07	3
81	10	20	200	L-08	4
82	30	6	180	L-08	4
83	10	6	60	L-08	4
84	30	6	180	L-08	4
85	6	20	120	L-08	4
86	6	15	90	L-08	4
87	10	20	200	L-08	4
88	6	10	60	L-08	4
89	16	10	160	L-09	4
90	27	6	162	L-10	4
91	8	16	128	L-10	4
92	32	8	256	L-11	5-1**
93	15	7	105	L-11	5-1**
94	9	19	171	L-11	5-1**
95	15	5	75	L-11	5-1**
96	40	8	320	L-11	5-1**
97	30	8	240	L-11	5-1**
98	34	6	204	L-11	5-1**
99	10	15	150	L-11	5-1**
100	25	6	150	L-11	5-1**
101	22	6	132	L-11	5-1**
102	19	8	136	L-12	5-1**
103	15	15	225	L-12	5-1**
104	17	9	153	L-12	5-1**
105	15	6	90	L-12	5-1**
106	6	6	36	L-12	5-1**
107	8	20	160	L-12	5-1**
108	6	6	36	L-12	5-1**
109	10	25	250	L-12	5-1**
110	6	20	120	L-12	5-1**
111	8	25	200	L-12	5-1**
112	6	25	150	L-12	5-1**
113	6	27	162	L-12	5-1**
114	10	18	180	L-12	5-1**
115	10	6	60	L-12	5-1**
116	33	6	198	L-12	5-1**
117	40	12	480	L-12	5-2**
118	8	20	160	L-12	5-2**
119	6	25	150	L-13	5-3**
120	10	6	60	L-13	5-3**
121	6	13	78	L-13	5-3**
122	8	35	280	L-13	5-3**
123	18	6	108	L-13	5-3**
124	18	6	108	L-13	5-3**
125	22	29	641	L-13	5-3**
126	9	33	297	L-13	5-3**

BASE REPAIR QUANTITY SUMMARY

LOCATION #	LENGTH (FT)	WIDTH (FT)	AREA (SF)	SHEET #	AREA #
127	18	6	108	L-13	5-3**
128	20	18	360	L-13	5-3**
129	18	6	108	L-13	5-3**
130	20	18	360	L-13	5-3**
131	18	6	108	L-13	5-3**
132	18	7	126	L-13	5-3**
133	20	18	360	L-13	5-3**
134	18	6	108	L-13	5-3**
135	20	18	360	L-13	5-3**
136	18	6	108	L-13	5-3**

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

*NOTE:

LOCATIONS 3,28,75 AND 101,124,125 ARE A UNIQUE SHAPE, SEE PLANS FOR REFERENCE. AREA CALCULATED IS BASED ON TRUE GEOMETRY.

** = ADDITIVE ALTERNATIVE NO. 1-3

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 93909 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — INCORPORATED JANUARY 26, 1954 — CALIFORNIA

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

LAYOUT PLAN QUANTITY SHEETS

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305

Rec. Dwg No. L-14

SCALE: NTS

SHEET 21 OF 44

annjali.bali Mar 05, 2025 – 3:15pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\L-14.dwg

SIDEWALK REPAIR

LOCATION #	LENGTH (FT)	WIDTH (FT)	AREA (SF)	SHEET #	AREA #
1	5	15	75	L-01	1
2	4	25	100	L-02	1
3	5	10	50	L-02	1
4	5	15	75	L-02	1
5	12	5	66	L-07	3
6	12	5	66	L-07	3
TOTAL (SF)			432		

DECOMPOSED GRANITE IN PLANTER AREAS

LOCATION #	LENGTH (FT)	WIDTH (FT)	AREA (SF)	SHEET #	AREA #
1	10	15	125	L-01	1
2	10	49	339	L-01	1
3	10	18	144	L-01	1
4	10	18	144	L-01	1
TOTAL (SF)			752		

*NOTE:

LOCATIONS 1, 2, 3, AND 4 ARE A UNIQUE SHAPE, SEE PLANS FOR REFERENCE.
AREA CALCULATED IS BASED ON TRUE GEOMETRY.

CURB AND GUTTER REPAIR

LOCATION	LENGTH (LF)	AREA #
1	15	3
2	18	3
TOTAL	33	

VALLEY GUTTER REPAIR

LOCATION	AREA (SF)	AREA #
1	514	AREA 5-3
2	502	AREA 5-3
3	502	AREA 5-3
4	387	AREA 5-3
TOTAL	1905	

DETECTABLE WARNING SURFACE INSTALLATION

LOCATION	AREA (SF)	AREA #
1	20	1
TOTAL	20	

BASE REPAIR SUMMARY TABLE

AREA #	QUANTITY (SF)
1	13639
2	582
3	4960
4	1540
5-1	3959
5-2	640
5-3	2868
TOTAL 1-4	20721
TOTAL 5	7467
TOTAL	28188

UTILITY STRUCTURE ADJUST TO GRADE

AREA 1

UTILITY TYPE	QUANTITY
MONUMENTS	0
SSMH	0
SDMH	0
WATER	0
ELECTRIC	0

AREA 2

UTILITY TYPE	QUANTITY
MONUMENTS	0
SSMH	0
SDMH	0
WATER	0
ELECTRIC	0

AREA 3

UTILITY TYPE	QUANTITY
MONUMENTS	6
SSMH	6
SDMH	3
WATER	7
ELECTRIC	0

AREA 4

UTILITY TYPE	QUANTITY
MONUMENTS	0
SSMH	0
SDMH	0
WATER	0
ELECTRIC	0

AREA 5-1

UTILITY TYPE	QUANTITY
MONUMENTS	1
SSMH	1
SDMH	1
WATER	0
ELECTRIC	0

AREA 5-2

UTILITY TYPE	QUANTITY
MONUMENTS	1
SSMH	1
SDMH	1
WATER	2
ELECTRIC	0

AREA 5-3

UTILITY TYPE	QUANTITY
MONUMENTS	0
SSMH	0
SDMH	0
WATER	0
ELECTRIC	0

TOTAL AREA 1-4

UTILITY TYPE	QUANTITY
MONUMENTS	6
SSMH	6
SDMH	3
WATER	7
ELECTRIC	0

TOTAL AREA 5

UTILITY TYPE	QUANTITY
MONUMENTS	2
SSMH	2
SDMH	2
WATER	2
ELECTRIC	0

CURB RAMP REPLACEMENT

AREA 1

TYPE	QUANTITY
CASE A	4
CASE B	1
CASE C	10

AREA 2

TYPE	QUANTITY
CASE A	0
CASE B	1
CASE C	13

AREA 3

TYPE	QUANTITY
CASE A	0
CASE B	0
CASE C	5

AREA 4

TYPE	QUANTITY
CASE A	0
CASE B	0
CASE C	0

AREA 5-1

TYPE	QUANTITY
CASE A	0
CASE B	0
CASE C	5

AREA 5-2

TYPE	QUANTITY
CASE A	0
CASE B	0
CASE C	2

AREA 5-3

TYPE	QUANTITY
CASE A	0
CASE B	0
CASE C	20

TOTAL AREA 1-4

TYPE	QUANTITY
CASE A	4
CASE B	2
CASE C	28

TOTAL AREA 5

TYPE	QUANTITY
CASE A	0
CASE B	0
CASE C	27

PAVEMENT AREAS

AREA 1

TYPE	AREA (SY)
2" GRIND AND OVERLAY	342
CAPE SEAL	27,913
CRACK AND SLURRY SEAL	963

AREA 2

TYPE	AREA (SY)
2" GRIND AND OVERLAY	65
CAPE SEAL	10,361
CRACK AND SLURRY SEAL	0

AREA 3

TYPE	AREA (SY)
2" GRIND AND OVERLAY	4,245
CAPE SEAL	18,907
CRACK AND SLURRY SEAL	0

AREA 4

TYPE	AREA (SY)
2" GRIND AND OVERLAY	0
CAPE SEAL	0
CRACK AND SLURRY SEAL	33,480

AREA 5-1

TYPE	AREA (SY)
2" GRIND AND OVERLAY	0
CAPE SEAL	12,060
CRACK AND SLURRY SEAL	0

AREA 5-2

TYPE	AREA (SY)
2" GRIND AND OVERLAY	1031
CAPE SEAL	0
CRACK AND SLURRY SEAL	0

AREA 5-3

TYPE	AREA (SY)
2" GRIND AND OVERLAY	0
CAPE SEAL	7,884
CRACK AND SLURRY SEAL	0

TOTAL AREA 1-4

TYPE	AREA (SY)
2" GRIND AND OVERLAY	4652
CAPE SEAL	57,898
CRACK AND SLURRY SEAL	34,443

TOTAL AREA 1-5 - 5-3

TYPE	AREA (SY)
2" GRIND AND OVERLAY	1031
CAPE SEAL	19,944
CRACK AND SLURRY SEAL	0

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 35909 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

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Drawn By: AB/ZC Date: 3/07/25

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Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

LAYOUT PLAN QUANTITY SHEETS

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305

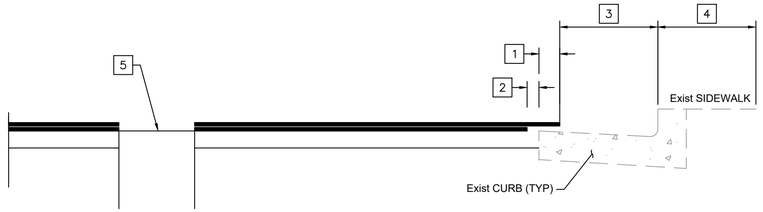
Rec. Dwg No. L-15

SCALE: NTS

SHEET 22 OF 44

annjali.boli Mar 04, 2025 – 4:02pm K:\SMT_RDWY\0973840\0 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\L–14.dwg

NOTE: DETAILS PROVIDED ARE FOR TYPICAL INSTALLATION AND MAY NOT REPRESENT EXISTING CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING EXISTING CONDITIONS PRIOR TO WORK.



1 SLURRY SEAL OF GUTTER LIP SHALL NOT EXCEED 2".

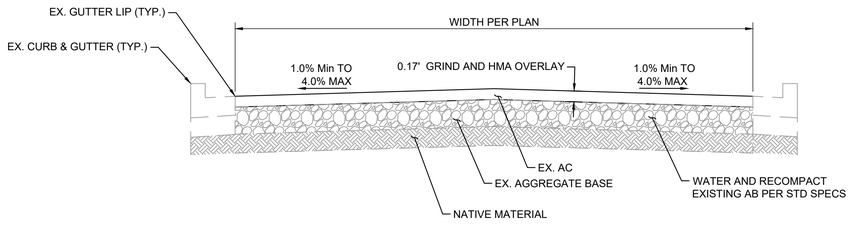
2 SEAL COAT SHALL BE SETBACK 2" FROM THE GUTTER LIP.

3 EXCESS SLURRY SEAL OR SEAL COAT SHALL BE REMOVED DAILY. STAINS IN THIS AREA MUST TO BE REMOVED.

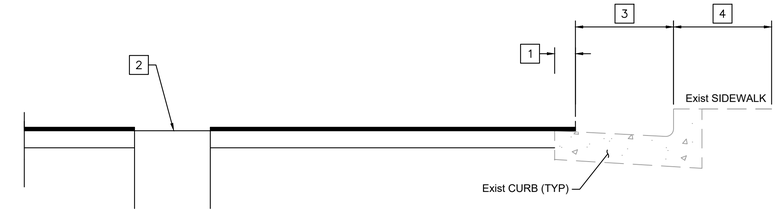
4 STAINS IN THIS AREA, INCLUDING FACE OF CURB, MUST BE CLEANED DAILY.

5 UTILITY AND MONUMENT COVERS SHALL BE CLEANED DAILY.

1 CD-01 CAPE SEAL DETAIL
NTS



2 CD-01 GRIND AND OVERLAY (0.17' DEPTH) - TYPICAL SECTION
NTS



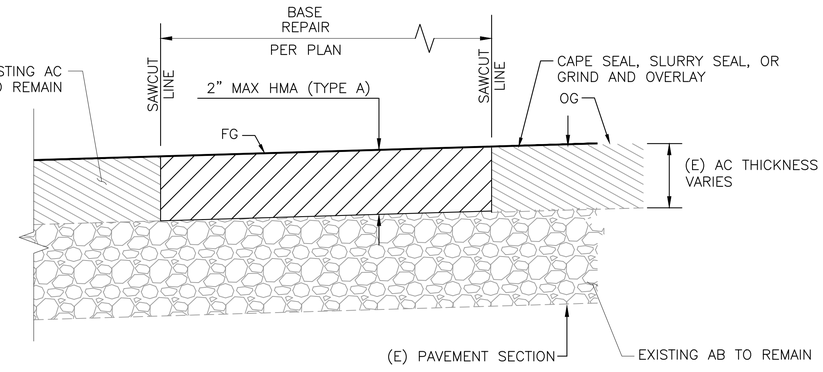
1 SLURRY SEAL OF GUTTER LIP SHALL NOT EXCEED 2".

2 UTILITY AND MONUMENT COVERS SHALL BE CLEANED DAILY.

3 EXCESS SLURRY SEAL SHALL BE REMOVED DAILY. STAINS IN THIS AREA MUST TO BE REMOVED

4 STAINS IN THIS AREA, INCLUDING FACE OF CURB, MUST BE CLEANED DAILY.

3 CD-01 CRACK AND SLURRY SEAL DETAIL
NTS



4 CD-01 CAPE SEAL, SLURRY SEAL, OR GRIND AND OVERLAY WITH BASE REPAIR
NTS

annjali.bai Mar 04, 2025 - 4:02pm K:\SMT_RDWY\0973840010 - Milpitas Street Sealing - JS\08 CADD\PlanSheets\CD-01.dwg

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER JACOB REDDING SCHRIMP 95909 Exp. 6-30-26 CIVIL STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

CONSTRUCTION DETAILS

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

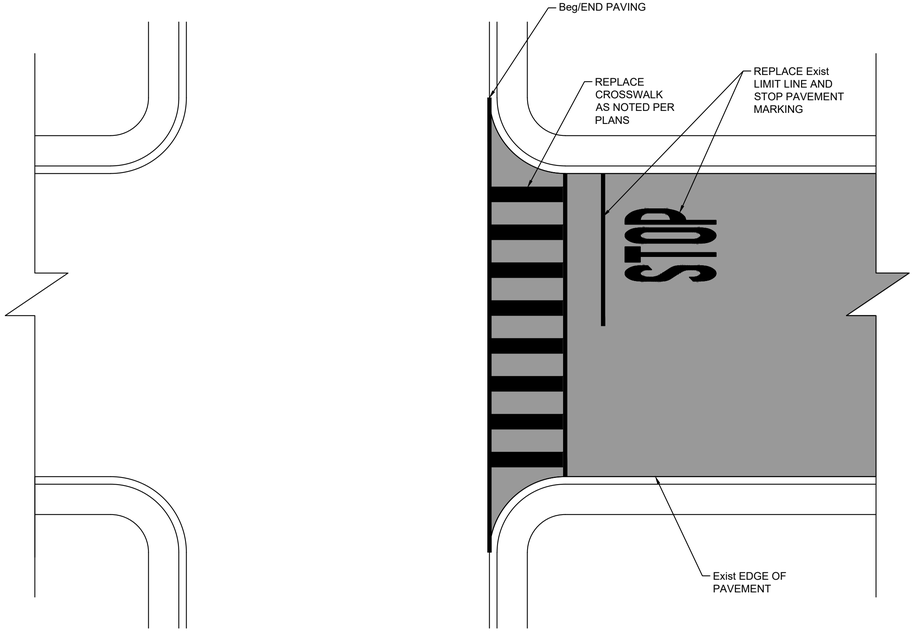
PROJECT NO. 4305

Rec. Dwg No. CD-01

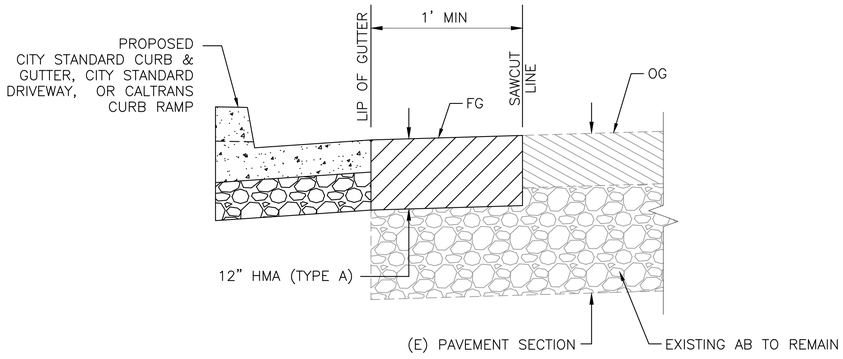
SCALE: NTS

SHEET 23 OF 44

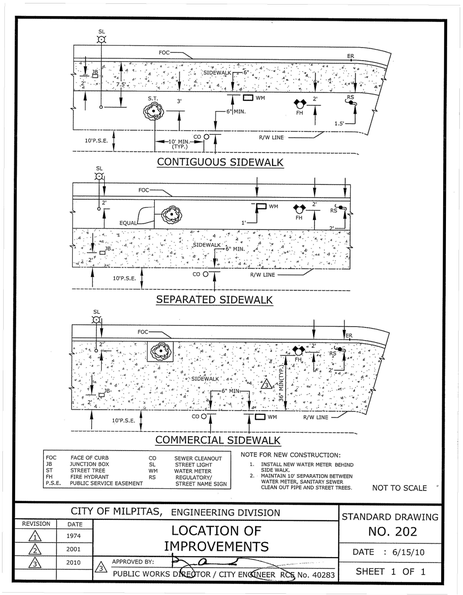
NOTE: DETAILS PROVIDED ARE FOR TYPICAL INSTALLATION AND MAY NOT REPRESENT EXISTING CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING EXISTING CONDITIONS PRIOR TO WORK.



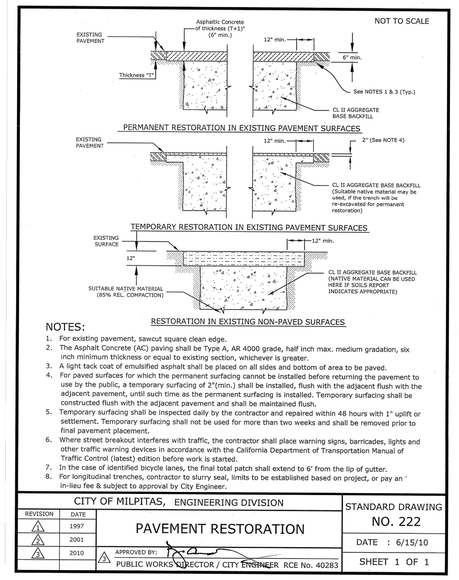
5 CD-02 PAVING LIMITS DETAIL
NTS



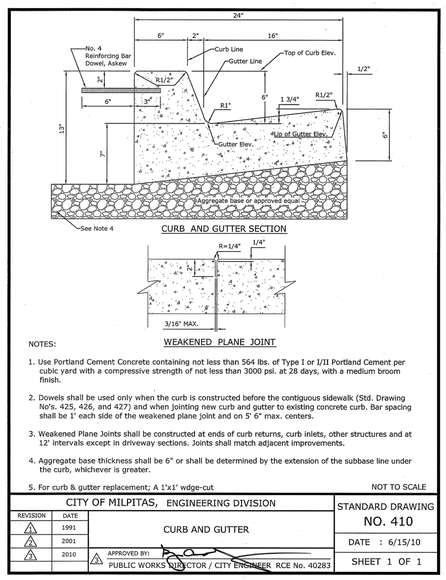
6 CD-02 CURB & GUTTER REPLACEMENT DETAIL
NTS



7 CD-02 LOCATION OF IMPROVEMENT
NTS



8 CD-02 PAVEMENT RESTORATION
NTS



9 CD-02 CURB & GUTTER DETAILS
NTS

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 39090 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public improvements initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — JANUARY 25, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

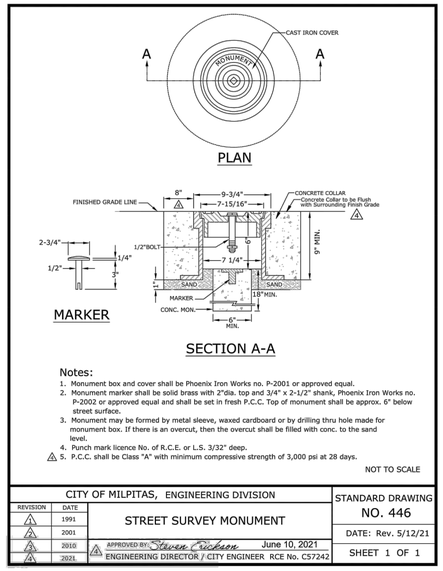
CONSTRUCTION DETAILS

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305
Rec. Dwg No. CD-02
SCALE: NTS
SHEET 24 OF 44

annjali.bali Mar 04, 2025 - 4:02pm K:\SMT_RDWY\097384010 - Milpitas Street Sealing - JS\08 CADD\PlanSheets\CD-01.dwg

NOTE: DETAILS PROVIDED ARE FOR TYPICAL INSTALLATION AND MAY NOT REPRESENT EXISTING CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING EXISTING CONDITIONS PRIOR TO WORK.



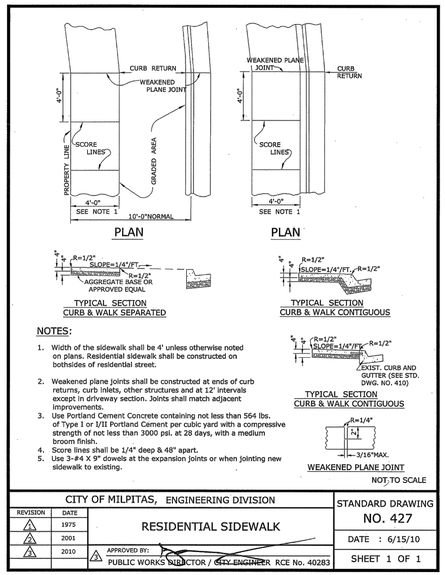
Notes:

1. Monument box and cover shall be Phoenix Iron Works no. P-2001 or approved equal.
2. Monument marker shall be solid brass with 2"dia. top and 3/4" x 2-1/2" shank, Phoenix Iron Works no. P-2002 or approved equal and shall be set in fresh P.C.C. Top of monument shall be approx. 6" below street surface.
3. Monument may be formed by metal sleeve, waxed cardboard or by drilling thru hole made for monument box. If there is an overcut, then the overcut shall be filled with conc. to the sand level.
4. Punch mark licence No. of R.C.E. or L.S. 3/32" deep.
5. P.C.C. shall be Class "A" with minimum compressive strength of 3,000 psi at 28 days.

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			
REVISION	DATE		STANDARD DRAWING NO. 446
1	1991	STREET SURVEY MONUMENT	
2	2001		DATE: Rev. 5/12/21
3	2010	APPROVED BY: Steven Erickson June 10, 2021	
4	2021	ENGINEERING DIRECTOR / CITY ENGINEER RCE No. C57242	SHEET 1 OF 1

10 CD-03 SURVEY MONUMENT DETAILS
NTS



NOTES:

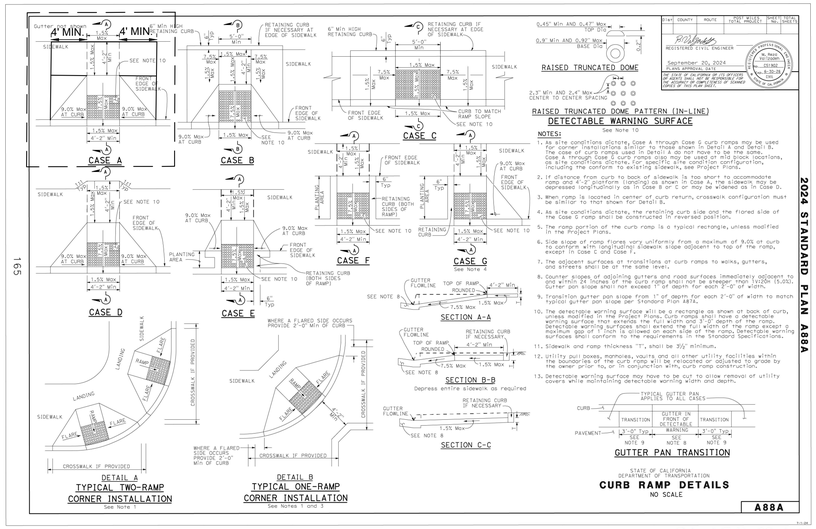
1. Width of the sidewalk shall be 4' unless otherwise noted on plans. Residential sidewalk shall be constructed on bothsides of residential street.
2. Weakened plane joints shall be constructed at ends of curb returns, curb inlets, other structures and at 12' intervals except in driveway section. Joints shall match adjacent improvements.
3. Use Portland Cement Concrete containing not less than 564 lbs. of Type I or I/II Portland Cement per cubic yard with a compressive strength of not less than 3000 psi. at 28 days, with a medium broom finish.
4. Score lines shall be 1/4" deep & 48" apart.
5. Use 3-#4 X 9" dowels at the expansion joints or when jointing new sidewalk to existing.

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			
REVISION	DATE		STANDARD DRAWING NO. 427
1	1975	RESIDENTIAL SIDEWALK	
2	2001		DATE : 6/15/10
3	2010	APPROVED BY: PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	SHEET 1 OF 1

11 CD-03 RESIDENTIAL SIDEWALK DETAILS
NTS

NOTE: TYPICAL CURB RAMP PAY LIMITS, REVISE AS SHOWN BELOW. UP TO THE NEAREST SCORE LINE



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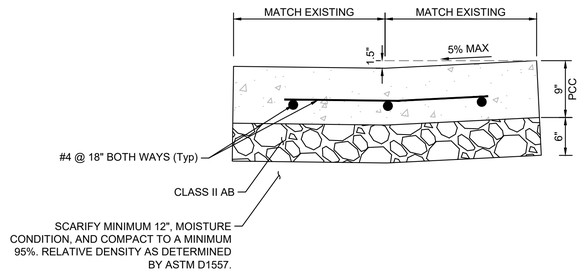
12 CD-03 CALTRANS STANDARD PLAN A33A
NTS



13 CD-03 VALLEY GUTTER DETAIL
SECTION A–A
NTS

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SCHRAMM
93909
Exp. 6-30-26
CIVIL
STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

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Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

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CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

CONSTRUCTION DETAILS

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305

Rec. Dwg No. CD-03

SCALE: NTS

SHEET 25 OF 44

annjali.bali Mar 05, 2025 - 3:39pm K:\SMT_RDWY\097384010 - Milpitas Street Sealing - JS\08 CADD\PlanSheets\CD-01.dwg

NOTE: DETAILS PROVIDED ARE FOR TYPICAL INSTALLATION AND MAY NOT REPRESENT EXISTING CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING EXISTING CONDITIONS PRIOR TO WORK.

Fresh Concrete and Mortar Application

Who should use this information?

- Masons and Bricklayers
- Sidewalk Construction Crews
- Patio Construction Workers
- Construction Inspectors
- General Contractors
- Home Builders
- Developers
- Concrete Delivery/Pumping Workers

Storm Drain Pollution from Fresh Concrete And Mortar Applications

Fresh concrete and cement-related mortars that wash into lakes, streams, or estuaries are toxic to fish and the aquatic environment. Disposing of these materials to the storm drains or creeks can block storm drains, causes serious problems, and is prohibited by law.

Doing the Job Right
General Business Practices

- ☐ Wash out concrete mixers only in designated wash-out areas in your yard, away from storm drains and waterways, where the water will flow into a temporary waste pit in a dirt area. Let water percolate through soil and dispose of settled, hardened concrete as garbage. Whenever possible, recycle washout by pumping back into mixers for reuse.
- ☐ Wash out chutes onto dirt areas at site that do not flow to streets or drains.
- ☐ Always store both dry and wet materials under cover, protected from rainfall and runoff and away from storm drains or waterways. Protect dry materials from wind.
- ☐ Secure bags of cement after they are open. Be sure to keep wind-blown cement powder away from streets, gutters, storm drains, rainfall, and runoff.
- ☐ Do not use diesel fuel as a lubricant on concrete forms, tools, or trailers.

During Construction

- ☐ Don't mix up more fresh concrete or cement than you will use in a two-hour period.
- ☐ Set up and operate small mixers on tarps or heavy plastic drop cloths.
- ☐ When cleaning up after driveway or sidewalk construction, wash fines onto dirt areas, not down the driveway or into the street or storm drain.
- ☐ Protect applications of fresh concrete and mortar from rainfall and runoff until the material has dried.
- ☐ Wash down exposed aggregate concrete only when the wash water can (1) flow onto a dirt area; (2) drain onto a bermed surface from which it can be pumped and disposed of properly; or (3) be vacuumed from a catchment created by blocking a storm drain inlet. If necessary, divert runoff with temporary berms. Make sure runoff does not reach gutters or storm drains.
- ☐ When breaking up pavement, be sure to pick up all the pieces and dispose of properly. Recycle large chunks of broken concrete at a local recycling facility.
- ☐ Never bury waste material. Dispose of small amounts of excess dry concrete, grout, and mortar in the trash.
- ☐ Never dispose of washout into the street, storm drains, drainage ditches, or streams.

Heavy Equipment Operation

Who should use this information?

- Vehicle and Equipment Operators
- Site Supervisors
- General Contractors
- Home Builders
- Developers

Stormwater Pollution from Heavy Equipment on Construction Sites

Poorly maintained vehicles and heavy equipment that leak fuel, oil, antifreeze or other fluids on the construction site are common sources of storm drain pollution. Prevent spills and leaks by isolating equipment from runoff channels, and by watching for leaks and other maintenance problems. Remove construction equipment from the site as soon as possible.

Doing the Job Right
Site Planning and Preventive Vehicle Maintenance

- ☐ Designate one area of the construction site, well away from streams or storm drain inlets, for auto and equipment parking, refueling, and routine vehicle and equipment maintenance. Contain the area with berms, sand bags, or other barriers.
- ☐ Maintain all vehicles and heavy equipment. Inspect frequently for and repair leaks.
- ☐ Perform major maintenance, repair jobs, and vehicle and equipment washing off site where cleanup is easier.
- ☐ If you must drain and replace motor oil, radiator coolant, or other fluids on site, use drip pans or drop clot hs to catch drips and spills. Collect all spent fluids, store in separate containers. Recycle them wherever possible, otherwise, dispose of them as hazardous wastes.
- ☐ Do not use diesel oil to lubricate equipment parts, or clean equipment. Use only water for any onsite cleaning.
- ☐ Cover exposed fifth wheel hitches and other oily or greasy equipment during rain events.
- ☐ Use as little water as possible for dust control. Ensure water used doesn't leave silt or discharge to storm drains.

Spill Cleanup

- ☐ Clean up spills immediately when they happen.
- ☐ Never hose down "dirty" pavement or impermeable surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags) whenever possible and properly dispose of absorbent materials.
- ☐ Sweep up spilled dry materials immediately. Never attempt to "wash them away" with water, or bury them.
- ☐ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- ☐ Report significant spills to the appropriate local spill response agencies immediately. In Milpitas, dial 9-1-1 if hazardous materials might enter the storm drain.

Earth-Moving and Dewatering Activities

Who should use this information?

- Bulldozer, Back Hoe, and Grading Machine Operators
- Dump Truck Drivers
- Site Supervisors
- General Contractors
- Home Builders
- Developers

Storm Drain Pollution from Earth-Moving Activities

Soil excavation and grading operations loosen large amounts of soil that can flow or blow into storm drains when handled improperly. Sediments in runoff can clog storm drains, smother aquatic life, and destroy habitats in creeks and the Bay. Effective erosion control practices reduce the amount of runoff crossing a site and slow the flow with check dams or roughened ground surfaces.

Contaminated groundwater is a common problem in the Santa Clara Valley. Depending on soil types and site history, groundwater pumped from construction sites may be contaminated with toxics (such as oil or solvents) or laden with sediments. Any of these pollutants can harm wildlife in creeks or the Bay, or interfere with wastewater treatment plant operation. Discharging sediment-laden water from a dewatering site into any water of the state without treatment is prohibited.

Doing the Job Right
General Business Practices

- ☐ Schedule excavation and grading work during dry weather.
- ☐ Perform major equipment repairs away from the job site.
- ☐ When refueling or vehicle/equipment maintenance must be done on site, designate a location away from storm drains.
- ☐ Do not use diesel oil to lubricate equipment parts, or clean equipment.

Practices During Construction

- ☐ Remove existing vegetation only when absolutely necessary. Plant temporary vegetation for erosion control on slopes or where construction is not immediately planned.
- ☐ Protect downslope drainage courses, streams, and storm drains with wattles, or temporary drainage swales. Use check dams or ditches to divert runoff around excavations. Refer to the Regional Water Quality Control Board's Erosion and Sediment Control Field Manua l for proper erosion and sediment control measures, and California Stormwater Quality Association Stormwater Best Management Practice Handbook (construction, 2003)
- ☐ Cover stockpiles and excavated soil with secured tarps or plastic sheeting.

Dewatering Operations
Check for Toxic Pollutants

- ☐ Check for odors, discoloration, or an oily sheen on groundwater.
- ☐ Call your local wastewater treatment agency and ask whether the groundwater must be tested.
- ☐ If contamination is suspected, have the water tested by a certified laboratory.
- ☐ Depending on the test results, you may be allowed to discharge pumped groundwater to the storm drain (if no sediments present) or sanitary sewer. OR, you may be required to collect and haul pumped groundwater offsite for treatment and disposal at an appropriate treatment facility.

Check for Sediment Levels

- ☐ If the water is clear, the pumping time is less than 24 hours, and the flow rate is less than 20 gallons per minute, you may pump water to the street or storm drain.
- ☐ If the pumping time is more than 24 hours and the flow rate greater than 20 gpm, call your local wastewater treatment plant for guidance.
- ☐ If the water is not clear, solids must be filtered or settled out by pumping to a settling tank prior to discharge. Options for filtering include:
  - Pumping through a perforate pipe sunk part way into a small pit filled with gravel;
  - Pumping from a bucket placed below water level using a submersible pump;
  - Pumping through a filtering device such as a swimming pool filter or filter fabric wrapped around end of suction pipe.
- ☐ When discharging to a storm drain, protect the inlet using a barrier of burlap bags filled with drain rock, or cover inlet with filter fabric anchored under the grate. OR pump water through a grassy swale prior to discharge.

Detecting Contaminated Soil or Groundwater

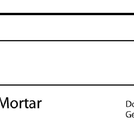
Contaminated groundwater is a common problem in the Santa Clara Valley. It is essential that all contractors and subcontractors involved know what to look for in detecting contaminated soil or groundwater, and testing ponded groundwater before pumping. Watch for any of these conditions:

1. Unusual soil conditions, discoloration or odor.
2. Abandoned underground tanks.
3. Abandoned wells.
4. Buried barrels, debris or trash.

If any of these are found follow the procedures below.

Roadwork and Paving

Who should use this information?



- Road Crews
- Driveway/Sidewalk/Parking Lot Construction Crews
- Seal Coat Contractors
- Operators of Grading Equipment, Paving Machines, Dump Trucks, Concrete Mixers
- Construction Inspectors
- General Contractors
- Developers
- Home Builders

Storm Drain Pollution from Roadwork

Road paving, surfacing, and pavement removal happen right in the street, where there are numerous opportunities for asphalt, saw-cut slurry, or excavated material to illegally enter storm drains. Extra planning is required to store and dispose of materials properly and guard against pollution of storm drains, creeks, and the Bay.

Doing the Job Right
General Business Practices

- ☐ Develop and implement erosion/sediment control plans for roadway embankments.
- ☐ Schedule excavation and grading work during dry weather.
- ☐ Check for and repair leaking equipment.
- ☐ Perform major equipment repairs at designated areas in your maintenance yard, where cleanup is easier. Avoid performing equipment repairs at construction sites.
- ☐ When refueling or when vehicle/equipment maintenance must be done on site, designate a location away from storm drains and creeks.
- ☐ Do not use diesel oil to lubricate equipment parts or clean equipment.
- ☐ Recycle used oil, concrete, broken asphalt, etc. whenever possible, or dispose of properly.

During Construction

- ☐ Avoid paving and seal coating in wet weather, or when rain is forecast, to prevent fresh materials from contacting stormwater runoff.
- ☐ Cover and seal catch basins and manholes when applying seal coat, slurry seal, fog seal, or similar materials.
- ☐ Protect drainage ways by using earth dikes, sand bags, or other controls to divert or trap and filter runoff.
- ☐ Never wash excess material fr om exposed aggregate concrete or similar treatments into a street or storm drain. Collect and recycle, or dispose to dirt area.
- ☐ Cover stockpiles (asphalt, sand, etc.) and other construction materials with plastic tarps. Protect from rainfall and prevent runoff with temporary roofs or plastic sheets and berms.
- ☐ Park paving machines over drip pans or absorbent material (cloth, rags, etc.) to catch drips when not in use.
- ☐ Clean up all spills and leaks using "dry" methods (with absorbent materials and/or rags). Dig up, remove, and properly dispose of contaminated soil.
- ☐ Collect and recycle or appropriately dispose of excess abrasive gravel or sand.
- ☐ Avoid over-application by water trucks for dust control.

Asphalt/Concrete Removal

- ☐ Avoid creating excess dust when breaking asphalt or concrete.
- ☐ After breaking up old pave ment, be sure to remove all chunks and pieces. Make sure broken pavement does not come in contact with rainfall or runoff.
- ☐ When making saw cuts, use as little water as possible. Shovel or vacuum saw-cut slurry and remove from the site. Cover or protect storm drain inlets during saw-cutting. Sweep up, and properly dispose of. all residues.
- ☐ Sweep, never hose down streets to clean up tracked dirt. Use a street sweeper or vacuum truck. Do not dump vacuumed liquor in storm drains.

Painting and Application of Solvents and Adhesives

Who should use this information?

- Painters
- Paperhangers
- Plasterers
- Graphic Artists
- Dry Wall Crews
- Floor Covering Installers
- General Contractors
- Home Builders
- Developers
- Homeowners

Storm Drain Pollution from Paints, Solvents, and Adhesives

All paints, solvents, and adhesives contain chemicals that are ha rmful to wildlife in local creeks, San Francisco Bay, and the Pacific Ocean. Toxic chemicals may come from liquid or solid products or from cleaning residues or rags. Paint material and wastes, adhesives and cleaning fluids should be recycled when possible, or disposed of properly to prevent these materials from flowing into storm drains and watercourses.

Doing the Job Right
Handling Paint Products

- ☐ Keep all liquid paint products and wastes away from the gutter, street, and storm drains. Liquid residues from paints, thinners, solvents, glues, and cleaning fluids are hazardous wastes and must be disposed of as hazardous.
- ☐ Wash water from painted buildings constructed before 1978 can contain high amounts of lead, even if paint chips are not present. Before you begin stripping paint or cleaning pre-1978 building exteriors with water under high pressure, test paint for lead by taking paint scrapings to a local laboratory. See Yellow Pages for a state-certified laboratory.
- ☐ If there is loose paint on the building, or if the paint tests positive for lead, block storm drains. Check with the wastewater treatment plant to determine whether you may discharge water to the sanitary sewer, or if you must send it offsite for disposal as hazardous waste.

Paint Removal

- ☐ Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
- ☐ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury or tributyl tin must be disposed of as hazardous wastes. Lead based paint removal requires a state-certified contractor.
- ☐ When stripping or cleaning building exteriors with high-pressure water, block storm drains. Direct wash water onto a dirt area to find out if you can collect (mop or vacuum) building cleaning water and dispose to the sanitary sewer. Sampling of the water may be required to assist the wastewater treatment authority in making its decision.

Painting Cleanup

- ☐ Never clean brushes or rinse paint containers into a street, gutter, storm drain, French drain, or stream.
- ☐ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain. Dispose of excess liquids and residue as hazardous waste.
- ☐ For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids and residue as hazardous waste.
- ☐ When thoroughly dry, empty paint cans, used brushes, rags, and drop cloths may be disposed of as garbage in a sanitary landfill. Leave lids off paint cans so the refuse collector can see that they are empty. Empty, dry paint cans also may be recycled as metal.
- ☐ Dispose of empty aerosol paint cans as hazardous waste or at household hazardous waste collection events.

Recycle/Reuse Leftover Paints Whenever Possible

- ☐ Donate excess water-based (latex) paint for reuse.
- ☐ Reuse leftover oil-based paint. Dispose of non-recyclable thinners, sludge and unwanted paint, as hazardous waste.
- ☐ Unopened cans of paint may be able to be returned to the paint vendor. Check with the vendor regarding its "buy-back" policy.

BLUEPRINT FOR A CLEAN BAY

Best Management Practices for the Construction Industry

Remember: The property owner and the contractor share ultimate responsibility for the activities that occur on a construction site. You may be held responsible for any environmental damage caused by your subcontractors or employees.

Preventing Pollution: It's Up to Us

In the Santa Clara Valley, storm drains transport water directly to local creeks and San Francisco Bay without treatment. Stormwater pollution is a serious problem for wildlife dependent on our creeks and bays and for the people who live near polluted streams or baylands. Common sources of this pollution include spilled oil, fuel, and fluids from vehicles and heavy-equipment; construction debris; sediment created by erosion; landscaping runoff containing pesticides or weed killers; and materials such as used motor oil, antifreeze, and paint products that people pour or spill into a street or storm drain.

Santa Clara Valley Urban Runoff Pollution Prevention Program

Thirteen valley municipalities have joined together with Santa Clara County and the Santa Clara Valley Water District to educate local residents and businesses and fight stormwater pollution. This "Blueprint" summarizes "Best Management Practices "(BMPs) for stormwater pollution prevention.

Spill Response Agencies:

1. Dial 911
2. Santa Clara County Environmental Health Services (408) 299-6930
3. Governor's Office of Emergency Services Warning Center (800) 852-7550 (24 hours).

Small Business Hazardous Waste Disposal Program

Santa Clara County businesses that generate less than 27 gallons or 220 pounds of hazardous waste per month are eligible to use Santa Clara County's Small Business Hazardous Waste Disposal Program. Call (408) 299-7300 for a quote, more information or guidance on disposal.

Local Pollution Control Agencies

Santa Clara County Office of Toxics and Solid Waste Management (408) 441-1195

Santa Clara Valley Water District (408) 265-2600

San Jose/Santa Clara Water Pollution Control Plant (408) 945-5300 Serving Milpitas, Cupertino, Los Gatos, Milpitas, Monte Sereno, San Jose, Santa Clara and Saratoga

General Construction and Site Supervision

Who should use this information?

- General Contractors
- Site Supervisors
- Inspectors
- Home Builders
- Developers
- Homeowners

Storm Drain Pollution from Construction Activities

Construction sites are common sources of storm water pollution. Materials and wastes that blow or wash into a storm drain, gutter, or street have a direct impact on local creeks and the Bay.

As a contractor, or site supervisor, owner or operator of a site, you may be responsible for any environmental damage caused by your subcontractors or employees.

Doing the Job Right
General Principles

- ☐ Keep an orderly site and ensure good housekeeping practices are used.
- ☐ Maintain equipment properly.
- ☐ Cover materials when they are not in use.
- ☐ Keep materials away from streets, storm drains and drainage channels.
- ☐ Ensure dust control water doesn't leave site or discharge to storm drains.

Advance Planning To Prevent Pollution

- ☐ Schedule excavation and grading activities for dry weather periods. To reduce soil erosion, plant temporary vegetation or place other erosion controls before rain begins. Use the Erosion and Sediment Control Field Manual , available form the Regional Water Quality Control Board San Francisco Bay Region, as a reference.
- ☐ Control the amount of runoff crossing your site (especially during excavation) by using berms or temporary or permanent drainage ditches to divert water flow around the site. Reduce stormwater runoff velocities by constructing temporary check dams or berms where appropriate.
- ☐ Train your employees and subcontractors. Make these brochures available to everyone who works on the construction site. Inform subcontractors about the stormwater requirements and their own responsibilities.

Good Housekeeping Practices

- ☐ Designate one area of the site for auto parking, vehicle refueling, and routine equipment maintenance. The designated area should be well away from streams or storm drain inlets, bermed if necessary. Make major repairs off site.
- ☐ Keep materials out of the rain – prevent runoff contamination at the source. Cover exposed piles of soil or construction materials with plastic sheeting or temporary roofs. Before it rains, sweep and remove materials from surfaces that drain to storm drains, creeks, or channels.
- ☐ Keep pollutants off exposed surfaces. Place trash cans and recycling receptacles around the site to minimize litter.
- ☐ Clean up leaks, drips and other spills immediately so they do not contaminate soil or groundwater or leave residue on paved surfaces.
- ☐ Never hose down "dirty" pavement or surfaces where materials have spilled.
- ☐ Use dry cleanup methods whenever possible. If you must use water, use just enough to keep the dust down.
- ☐ Cover and maintain dumpsters. Check frequently for leaks. Place dumpsters under roofs or cover with tarps or plastic sheeting secured around the outside of the dumpster. Never clean out a dumpster by hosing it down on the construction site.
- ☐ Place portable toilets away from storm drains. Make sure portable toilets are in good working order. Check frequently for leaks .

Materials/Waste Handling

- ☐ Practice Source Reduction – minimize waste when you order materials. Order only the amount you need to finish the job.
- ☐ Use recyclable materials whenever possible. Arrange for pick-up of recyclable materials such as concrete, asphalt, scrap metal, solvents, degreasers, cleared vegetation, paper, rock, and vehicle maintenance materials such as used oil, antifreeze, batteries, and tires.
- ☐ Dispose of all wastes properly. Many construction materials and wastes, including solvents, water-based paints, vehicle fluids, broken asphalt and concrete, wood, and cleared vegetation can be recycled.
  Materials that cannot be recycled must be taken to an appropriate landfill or disposed of as hazardous waste.
  Never bury waste materials or leave them in the street or near a creek or stream bed.

Permits

- ☐ In addition to local grading and building permits, you will need to obtain coverage under the State's General Construction Activity Stormwater Permit if your construction site's disturbed area totals 1 acre or more. Information on the General Permit can be obtained from the Regional Water Quality Control Board.

Landscaping,Gardening, And Pool Maintenance

Who should use this information?

- Landscapers
- Gardeners
- Swimming Pool/Spa Service and Repair Workers
- General Contractors
- Home Builders
- Developers
- Homeowners

Storm Drain Pollution from Landscaping and Swimming Pool Maintenance

Many landscaping activities expose soils and increase the likelihood that earth and garden chemicals will run off into the storm drains during irrigation or when it rains. Swimming pool water containing chlorine and copper-based algaecides should never be discharged to storm drains. These chemicals are toxic to aquatic life.

Doing the Job Right
General Business Practices

- ☐ Protect stockpiles (e.g. asphalt, sand, or soil) and landscaping materials from wind and rain by storing them under tarps or secured plastic sheeting.
- ☐ Store pesticides, fertilizers, and other chemicals indoors or in a shed or storage cabinet.
- ☐ Schedule grading and excavation projects during dry weather.
- ☐ Use temporary check dams or ditches to divert runoff away from storm drains.
- ☐ Protect storm drains with sandbags or other sediment controls.
- ☐ Revegetation is an excellent form of erosion control for any site. Replant as soon as possible with temporary vegetation such as grass seed.

Landscaping/Garden Maintenance

- ☐ Consider using Integrated Pest Management Techniques. Use pesticides sparingly, according to instructions on the label. Rinse empty containers, and use rinsewater as product. Dispose of rinsed, empty containers in the trash.
- ☐ Dispose of unused pesticides as hazardous waste.
- ☐ Collect lawn and garden clippings, pruning waste, and tree trimmings. Chip if necessary, and compost if possible.
- ☐ Do not blow or rake leaves, etc. into the street, or place yard waste in gutters or on dirt shoulders. Sweep up any leaves, litter or residue in gutters or on street.

Pool/Fountain/Spa Maintenance
Draining pools or spas

- ☐ When it's time to drain a pool, spa, or fountain, please be sure to call your local wastewater treatment plant before you start for further guidance on flow rate restrictions, backflow prevention, and handling special cleaning waste (such as acid wash). Discharge flows should be kept to the low levels typically possible through a garden hose. Higher flow rates may be prohibited by local ordinance.
- ☐ Never discharge pool or spa water to a street or storm drain; discharge to a sanitary sewer cleanout.
- ☐ If possible, when emptying a pool or spa, let chlorine dissipate for a few days and then recycle/ reuse water by draining it gradually onto a landscaped area. OR
- ☐ San Jose/Santa Clara Water Pollution Control Plant (408) 945-5300. You may be able to discharge to the sanitary sewer by running the hose to a utility sink or sewer pipe clean-out.
- ☐ Do not use copper-based algaecides Control algae with chlorine or other alternatives, such as sodium bromide.

Filter Cleaning

- ☐ Never clean a filter in the street or near a storm drain. Rinse cartridge and diatomaceous earth filters onto a dirt area, and spade filter residue into soil. Dispose of spent diatomaceous earth in the garbage.
- ☐ If there is no suitable dirt call San Jose/Santa Clara Water Pollution Control Plant (408) 945-5300 for instructions on discharging filter backwash or rinse water to the sanitary sewer.

Milpitas Municipal Code (MMC) 2014

XI-16-11 Accidental Discharge - Notification of Discharge

(a) All persons shall notify the City by telephone immediately by dialing 911 upon accidentally discharging any material other than an acceptable discharge into a storm drain or watercourse to enable countermeasures to be taken by the City to minimize damage to storm drains and the receiving waters. Prohibited discharges include but are not limited to:
(1) Sewage;
(2) Discharges of wash water resulting from the cleaning of exterior surfaces and pavement, or the equipment and other facilities of any commercial business, or any other public or private facility;
(3) Discharges of runoff from material storage areas, including containing chemicals, fuels, or other potentially polluting or hazardous materials;
(4) Discharges of pool or fountain water containing chlorine, biocides, or other chemicals; discharges of pool or fountain filter backwash water;
(5) Discharges of sediment, pet waste, vegetation clippings, or other landscape or construction-related wastes; and
(6) Discharges of food-related wastes (e.g., grease, fish processing, and restaurant kitchen mat and trash bin wash water, etc.).
The City, at its sole option, may direct the person or persons responsible for the discharge to perform cleanup activities when it is deemed by the City that the person or persons have the capability to perform such activities. All violations shall be corrected in a timely manner before the next rain event, but no longer than ten (10) business days after the violations are discovered.
(b) The person deemed by the City responsible for the discharge shall, within five (5) days of the date of occurrence, provide a detailed written statement to the City Manager or his or her designee describing the causes of the accidental discharge and the measures being taken to prevent future occurrences. Such notification will not relieve persons of liability for violations of this Chapter or for any fines imposed on the City on account thereof under Section 13350 of the California Water Code, or for violation of Section 5650 of the California Fish and Wildlife Code, or any other applicable provisions of State or federal law.
(c) Persons deemed by the City responsible for the discharge are responsible for all expenses resulting from the discharge, including, but not limited to, damages, fines, and costs of clean-up, whether performed by their own efforts, City efforts, or the efforts of a third party. Reimbursement of City efforts shall be determined by the number of personnel required and amount of time necessary for the coordination of City efforts and actual clean-up. All personnel costs shall be charged at their current fully-burdened rate, including overtime, plus any and all other direct costs.

XI-16-14 Enforcement and Penalties

(a) Criminal Penalties. Violations of the provisions of this Chapter shall be subject to criminal penalties as provided in Section I-1-4.09-1 of this Code.

(b) Judicial Civil Penalties. Any person who intentionally or negligently violates any provision of this Chapter or any provision of any permit or certificate issued pursuant to this Chapter shall be civilly liable to the city in a sum not to exceed twenty-five thousand dollars per day for each day in which such violation occurs.

(c) Administrative Citations. When the City Manager and/or his or her designee determines that one or more violations of this Chapter have occurred an administrative citation may be issued pursuant to the procedures set forth in Sections V-500-8.00 through V-500-8.06. The schedule of fines for administrative citations issued for violations of this Chapter shall be set forth in the schedule of fines established by resolution of the City Council.

(d) Notice of Noncompliance. If the severity of the violation warrants immediate action, a Notice of Noncompliance or Stop Work Notice shall be issued, permits may be suspended or revoked, Stormwater Pollution Prevention Plans may be found in noncompliance, and corrective actions may be implemented in accordance with Section 11 of this Chapter. For all other cases, including those sites or projects where a stormwater pollution prevention plan is not required, the City Manager or his or her designee shall issue a Notice of Noncompliance that shall enumerate the violations found. The City Manager or his or her designee shall order compliance by a date or hour certain at his or her discretion. If the violations are not abated in the time period identified in the Notice of Noncompliance, the site shall be deemed to be in noncompliance with federal, State and local laws and the City Manager or his or her designee shall have the authority to issue a Stop Work Notice and/or deem the Stormwater Pollution Prevention Plan inadequate. If a Stop Work Notice is issued, corrective actions must be performed until the site has achieved compliance. Corrective actions may include revision and resubmission of any Plan, including, but not limited to, Stormwater Pollution Prevention Plan, Erosion Control Plan or Grading Plan. The City Manager or his or her designee may also require a discharger that has violated any discharge limits contained in this Chapter to install a temporary system for the capture, testing, and release of stormwater.

(e) Suspension of Utility Service. The City may, without prior notice, suspend water service, sanitary sewer service, and/or storm drain discharge access to a person discharging to the storm drain system when such suspension is necessary to stop an actual or threatened discharge which presents, or may present, imminent and substantial danger to the environment or to the health or welfare of persons; or presents, or may present, imminent and substantial danger to the storm drain system.

(f) For construction projects where a total of three or more Stop Work Notices and Notices of Noncompliance for urban runoff violations have been issued, the City Manager or his or her designee may require the contractor to hire a Qualified SWPPP Developer (QSD) or Qualified SWPPP Practitioner (QSP) within three business days. The QSD/QSP shall establish effective BMPs, provide guidance for improvement for the duration of the project, and certify compliance. A Stop Work Notice shall be issued for failure to comply.

(g) Remedies Cumulative. The remedies provided in this section are cumulative and not exclusive, and shall be in addition to any other penalty provided for in this Chapter and shall be in addition to all other remedies available to the City under State and federal law.

PROJECT ADDRESS:

PROJECT NAME:

BLUEPRINT FOR A CLEAN BAY
BUILDING & SAFETY DEPARTMENT

SHEET CB-1

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

annjali.bali Mar 04, 2025 – 4:02pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\CD-01.dwg

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 39908 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25
Checked By: JS Date: 3/07/25
Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — JANUARY 26, 1954

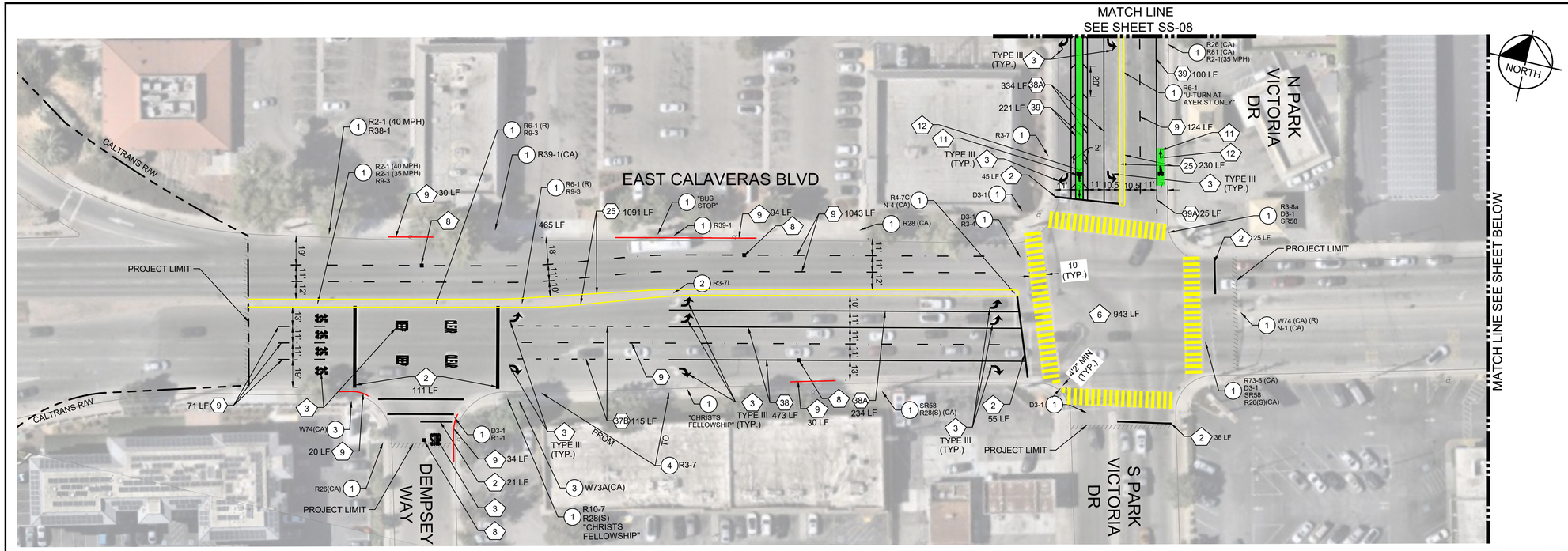
CITY OF MILPITAS
ENGINEERING DIVISION

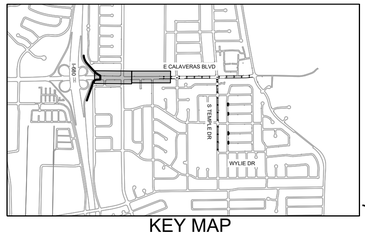
2024 STREET SEALING PHASE 2
PROJECT NO. 4305

CONSTRUCTION DETAILS

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305
Rec. Dwg No. CD-04
SCALE: NTS
SHEET 26 OF 44





KEY MAP
N.T.S.

SIGNING NOTES

1. PROTECT IN PLACE.
2. INSTALL NEW SIGN AND POST.
3. INSTALL NEW SIGN ON EXISTING POST.
4. REMOVE AND RELOCATE EXISTING SIGN AND POST.

STRIPING NOTES

2. INSTALL 12" STOP BAR PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED.
3. INSTALL WHITE WORD MARKING PER CALTRANS STANDARD DRAWING A24D OR WHITE ARROWS PER CALTRANS STANDARD DRAWING A24A.
6. INSTALL 24" YELLOW CONTENTAL CROSSWALK PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED IN CENTER OF INTERSECTION.
8. INSTALL BLUE RETROREFLECTIVE RAISED PAVEMENT MARKER.
9. PAINT RED CURB WITH "NO PARKING" STENCIL.
11. INSTALL BIKE LANE SYMBOL AND ARROW PER CALTRANS STD DETAIL A24C.
12. INSTALL GREEN PAVEMENT MARKING.
13. INSTALL 12" WHITE DIAGONAL TRAFFIC LINE AT 45 DEGREES.
(#) INSTALL CALTRANS STRIPING DETAIL PER CALTRANS STANDARD PLANS A20A, A20B, A20C, A20D, A24A, A24D AND A24F. STRIPING DETAIL TYPE NOTED ON PLAN.

LEGEND

PROJECT LIMITS

GRAPHIC SCALE IN FEET
0 20 40 80

CONTACT 811 BEFORE YOU DIG
SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SCHRAMM
95909
Exp. 6-30-26
CIVIL
STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25
Checked By: JS Date: 3/07/25
Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

SIGNING AND STRIPING - AREA 1

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305
Rec. Dwg No. SS-01
SCALE: 1" = 40'
SHEET 27 OF 44

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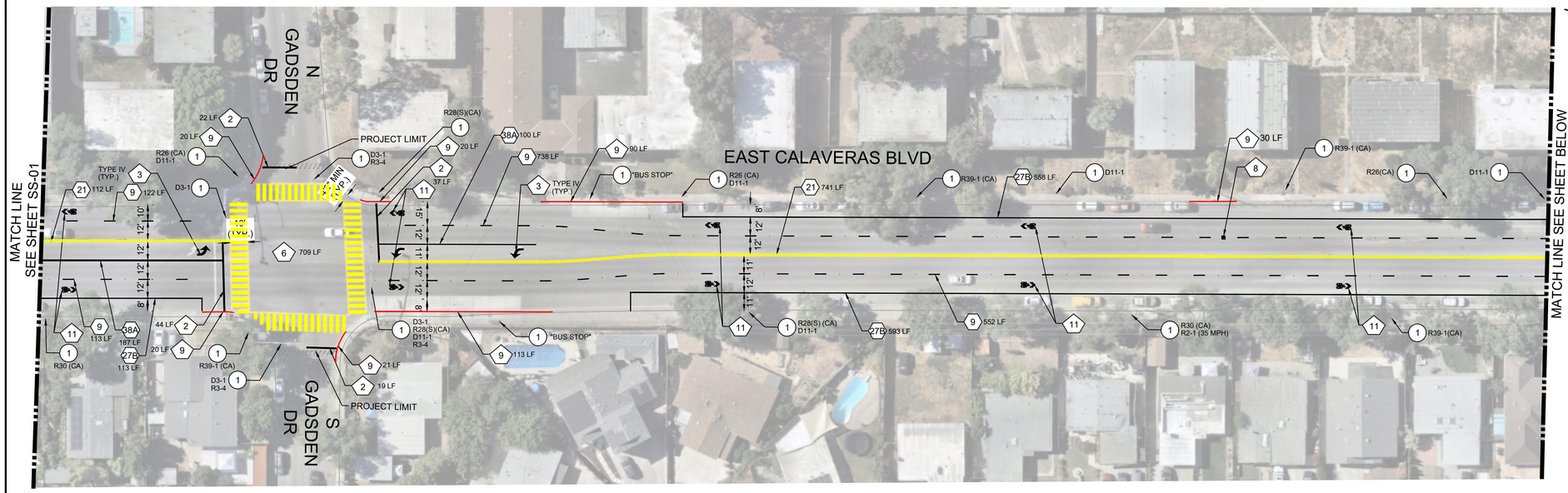

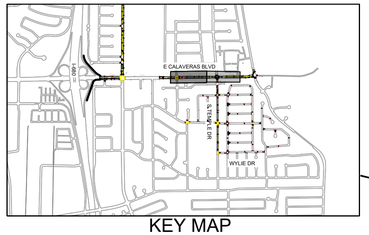

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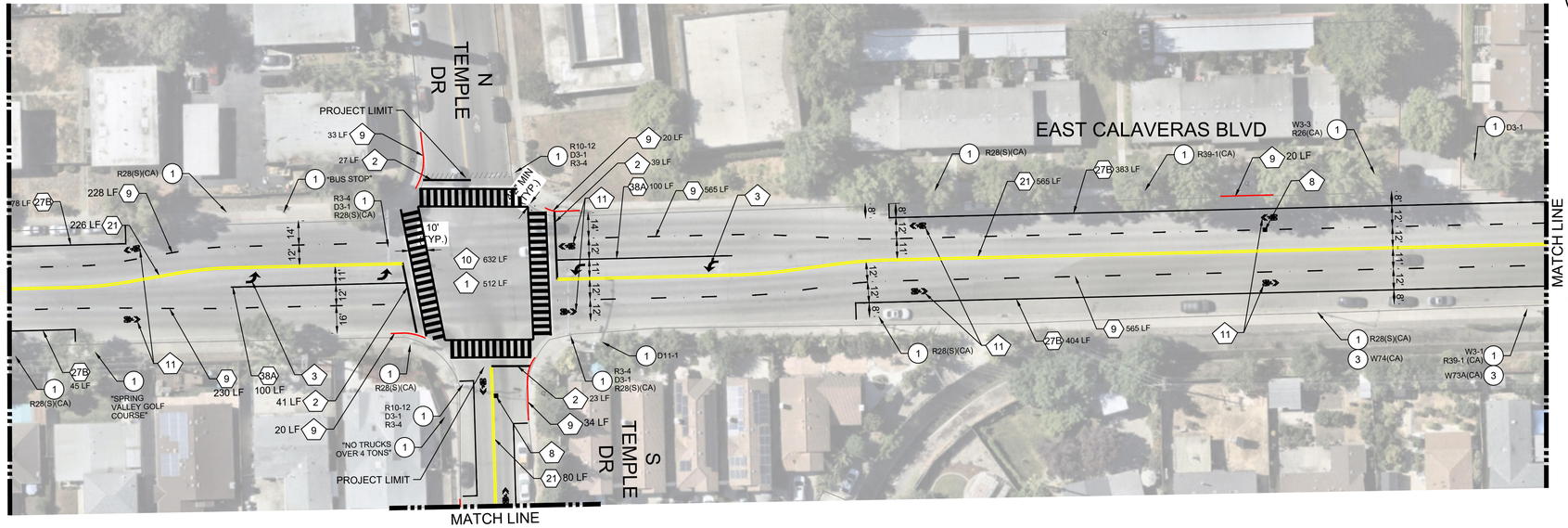

SIGNING NOTES

1. PROTECT IN PLACE.
3. INSTALL NEW SIGN ON EXISTING POST.

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LEGEND

PROJECT LIMITS

GRAPHIC SCALE IN FEET
0 20 40 80

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRIMP — 95909 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

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Revisions

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CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

SIGNING AND STRIPING - AREA 1

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305
Rec. Dwg No. SS-02
SCALE: 1" = 40'
SHEET 28 OF 44

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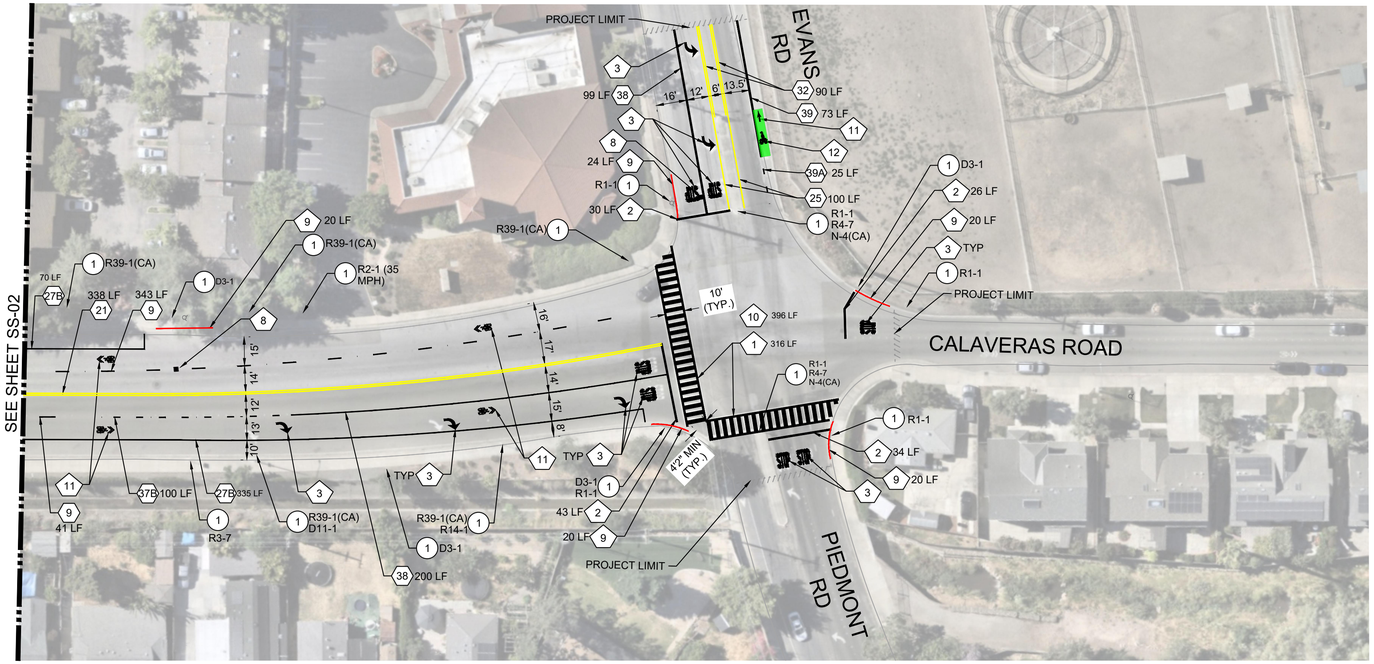

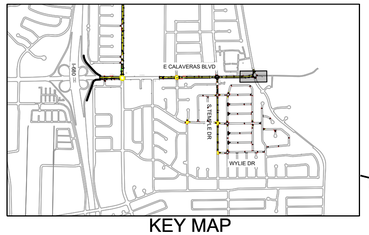

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LEGEND

PROJECT LIMITS

GRAPHIC SCALE IN FEET
0 20 40 80

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SCHRAMM
39909
Exp. 6-30-26
CIVIL
STATE OF CALIFORNIA

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CITY OF MILPITAS
ENGINEERING DIVISION

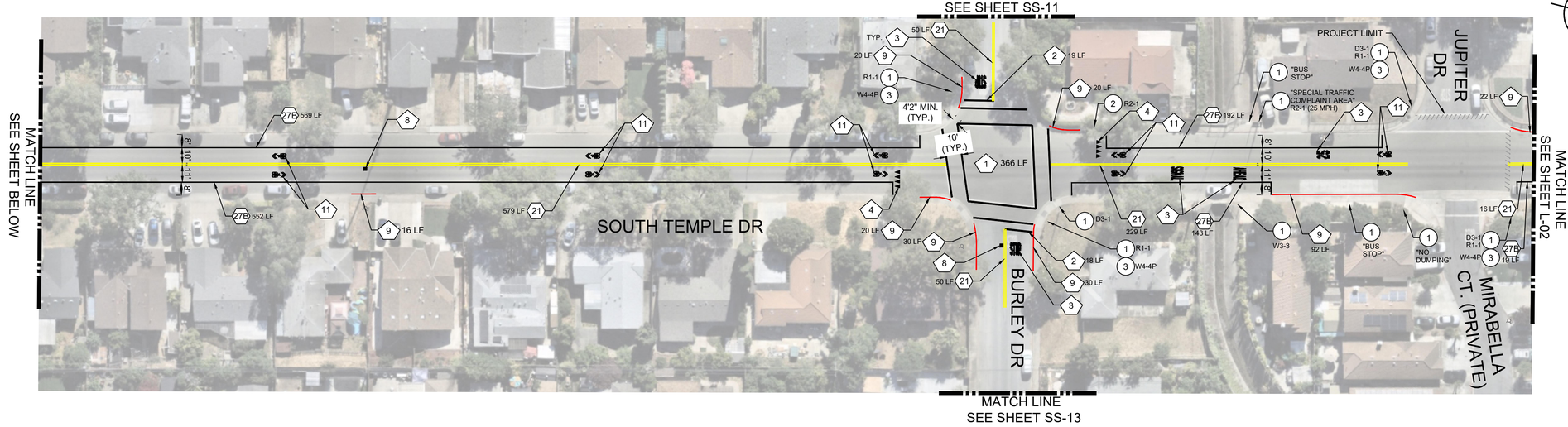
2024 STREET SEALING PHASE 2
PROJECT NO. 4305

SIGNING AND STRIPING - AREA 1

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305
Rec. Dwg No. SS-03
SCALE: 1" = 40'
SHEET 29 OF 44

annjali.bali Mar 05, 2025 - 3:57pm K:\SMT_RDWY\097384010 - Milpitas Street Sealing - JS\08 CADD\PlanSheets\SS-01.dwg



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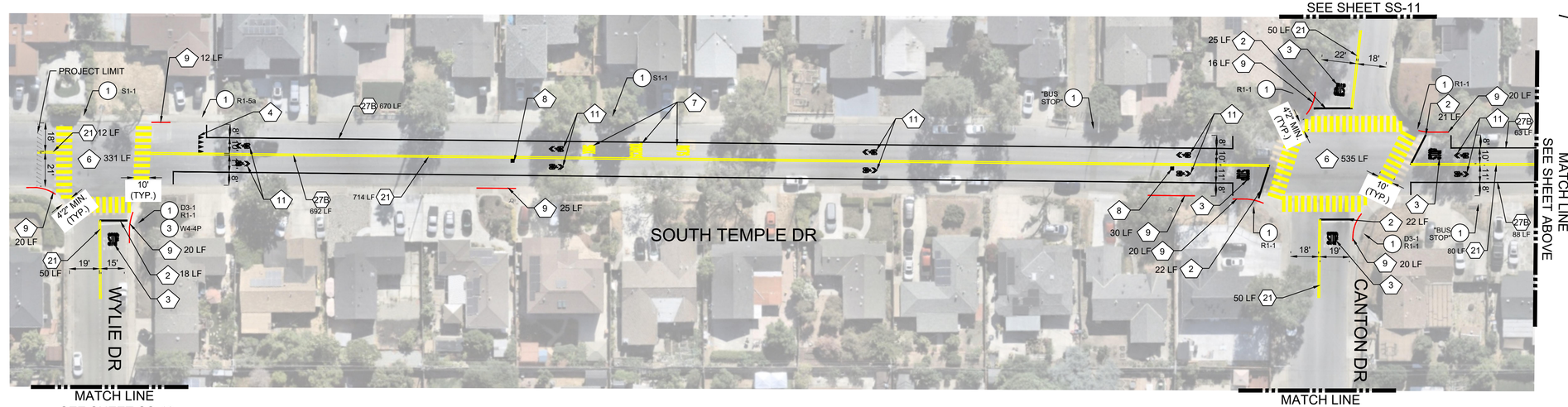

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4. INSTALL WHITE YIELD TRIANGLES PER CALTRANS STANDARD PLAN A24G.
6. INSTALL 24" YELLOW CONTENTAL CROSSWALK PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED IN CENTER OF INTERSECTION.
7. INSTALL YELLOW WORD MARKING PER CALTRANS STANDARD DRAWING A24D.
8. INSTALL BLUE RETROREFLECATIVE RAISED PAVEMENT MARKER.
9. PAINT RED CURB WITH "NO PARKING" STENCIL.
#. INSTALL CALTRANS STRIPING DETAIL PER CALTRANS STANDARD PLANS A20A, A20B, A20C, A20D, A24A, A24D AND A24F. STRIPING DETAIL TYPE NOTED ON PLAN.

LEGEND

PROJECT LIMITS

GRAPHIC SCALE IN FEET
0 20 40 80

CONTACT 811 BEFORE YOU DIG
SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SCARAMO
93909
Exp. 6-30-26
CIVIL
STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25
Checked By: JS Date: 3/07/25
Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
CALIFORNIA
INCORPORATED
JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

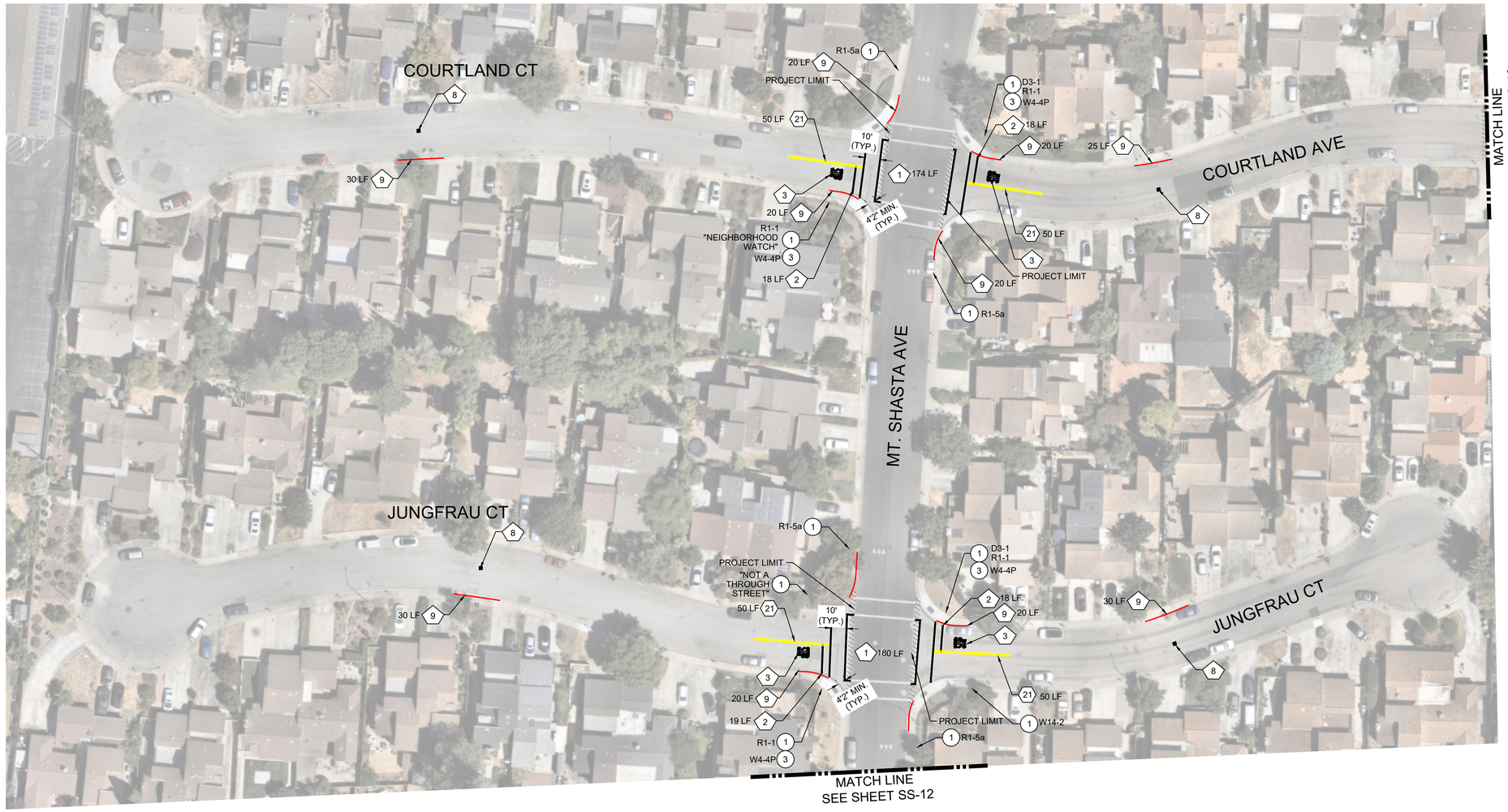
2024 STREET SEALING PHASE 2
PROJECT NO. 4305

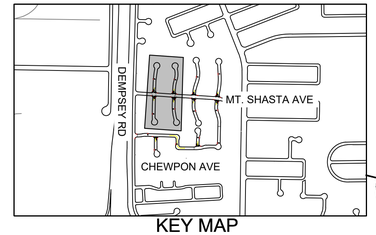
SIGNING AND STRIPING - AREA 2

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305
Rec. Dwg No. SS-04
SCALE: 1" = 40'
SHEET 30 OF 44

annjali.bai Mar 05, 2025 – 4:29pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\SS-04.dwg





KEY MAP
N.T.S.

SIGNING NOTES

1. PROTECT IN PLACE.
3. INSTALL NEW SIGN ON EXISTING POST.

STRIPING NOTES

1. INSTALL 12" WHITE CROSSWALK LINE PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED IN CENTER OF INTERSECTION.
2. INSTALL 12" STOP BAR PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED.
3. INSTALL WHITE WORD MARKING PER CALTRANS STANDARD DRAWING A24D OR WHITE ARROWS PER CALTRANS STANDARD DRAWING A24A.
8. INSTALL BLUE RETROREFLECATIVE RAISED PAVEMENT MARKER.
9. PAINT RED CURB WITH "NO PARKING" STENCIL.
#. INSTALL CALTRANS STRIPING DETAIL PER CALTRANS STANDARD PLANS A20A, A20B, A20C, A20D, A24A, A24D AND A24F. STRIPING DETAIL TYPE NOTED ON PLAN.

LEGEND

PROJECT LIMITS

GRAPHIC SCALE IN FEET
0 20 40 80

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SCHRAMM
39908
Exp. 6-30-26
CIVIL
STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25
Checked By: JS Date: 3/07/25
Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

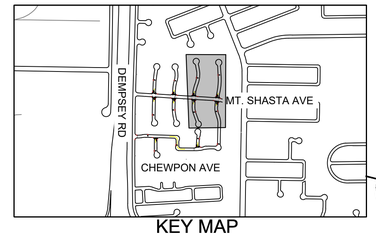
2024 STREET SEALING PHASE 2
PROJECT NO. 4305

SIGNING AND STRIPING - AREA 3

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305
Rec. Dwg No. SS-05
SCALE: 1" = 40'
SHEET 31 OF 44

annjali.bali Mar 04, 2025 – 4:08pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\SS-05.dwg



KEY MAP
N.T.S.

SIGNING NOTES

1. PROTECT IN PLACE.
3. INSTALL NEW SIGN ON EXISTING POST.

STRIPING NOTES

1. INSTALL 12" WHITE CROSSWALK LINE PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED IN CENTER OF INTERSECTION.
2. INSTALL 12" STOP BAR PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED.
3. INSTALL WHITE WORD MARKING PER CALTRANS STANDARD DRAWING A24D OR WHITE ARROWS PER CALTRANS STANDARD DRAWING A24A.
8. INSTALL BLUE RETROREFLECATIVE RAISED PAVEMENT MARKER.
9. PAINT RED CURB WITH "NO PARKING" STENCIL.
#. INSTALL CALTRANS STRIPING DETAIL PER CALTRANS STANDARD PLANS A20A, A20B, A20C, A20D, A24A, A24D AND A24F. STRIPING DETAIL TYPE NOTED ON PLAN.

LEGEND

PROJECT LIMITS

GRAPHIC SCALE IN FEET
0 20 40 80

CONTACT 811 BEFORE YOU DIG
SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SCHRAMM
93909
Exp. 6-30-26
CIVIL
STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
CALIFORNIA
INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

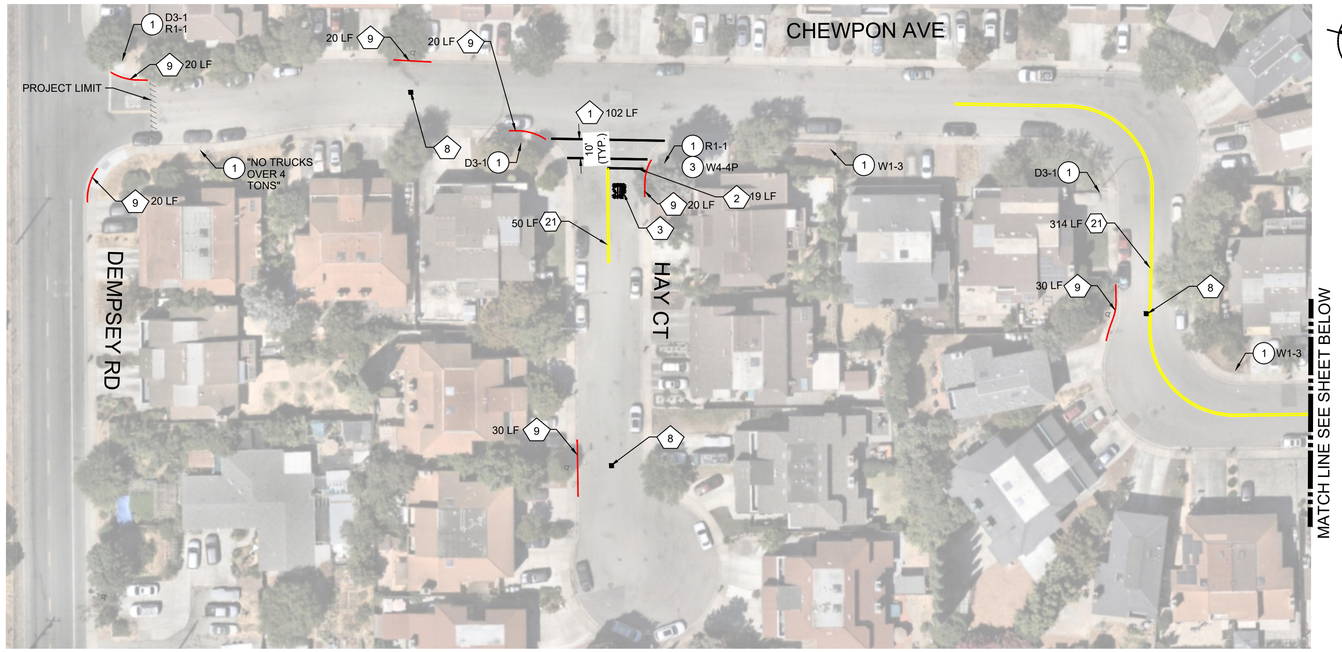
2024 STREET SEALING PHASE 2
PROJECT NO. 4305

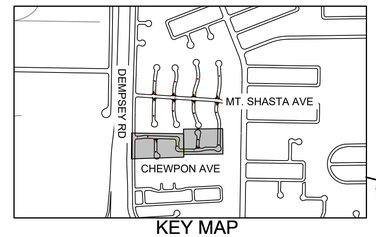
SIGNING AND STRIPING - AREA 3

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

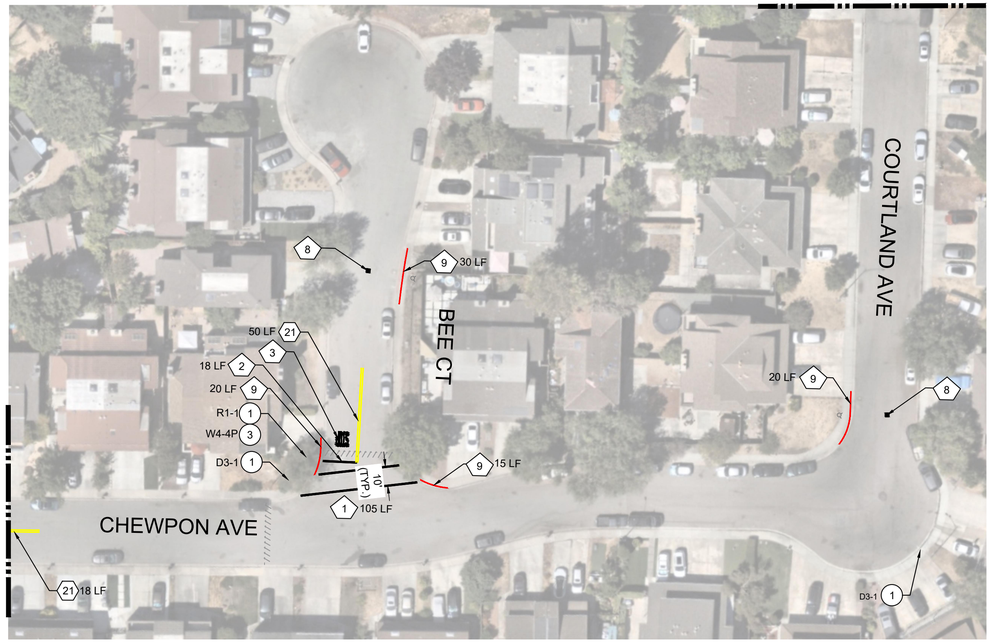
PROJECT NO. 4305
Rec. Dwg No. SS-06
SCALE: 1" = 40'
SHEET 32 OF 44

annjali.bai Mar 04, 2025 – 4:09pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\SS-05.dwg





KEY MAP
N.T.S.



SIGNING NOTES

1. PROTECT IN PLACE.
3. INSTALL NEW SIGN ON EXISTING POST.

STRIPING NOTES

1. INSTALL 12" WHITE CROSSWALK LINE PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED IN CENTER OF INTERSECTION.
2. INSTALL 12" STOP BAR PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED.
3. INSTALL WHITE WORD MARKING PER CALTRANS STANDARD DRAWING A24D.
8. INSTALL BLUE RETROREFLECATIVE RAISED PAVEMENT MARKER.
9. PAINT RED CURB WITH "NO PARKING" STENCIL.
#. INSTALL CALTRANS STRIPING DETAIL PER CALTRANS STANDARD PLANS A20A, A20B, A20C, A20D, A24A, A24D AND A24F. STRIPING DETAIL TYPE NOTED ON PLAN.

LEGEND

PROJECT LIMITS

GRAPHIC SCALE IN FEET
0 20 40 80

811 CONTACT 811 BEFORE YOU DIG SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 35909 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25
Checked By: JS Date: 3/07/25
Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

SIGNING AND STRIPING - AREA 3

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305
Rec. Dwg No. SS-07
SCALE: 1" = 40'
SHEET 33 OF 44

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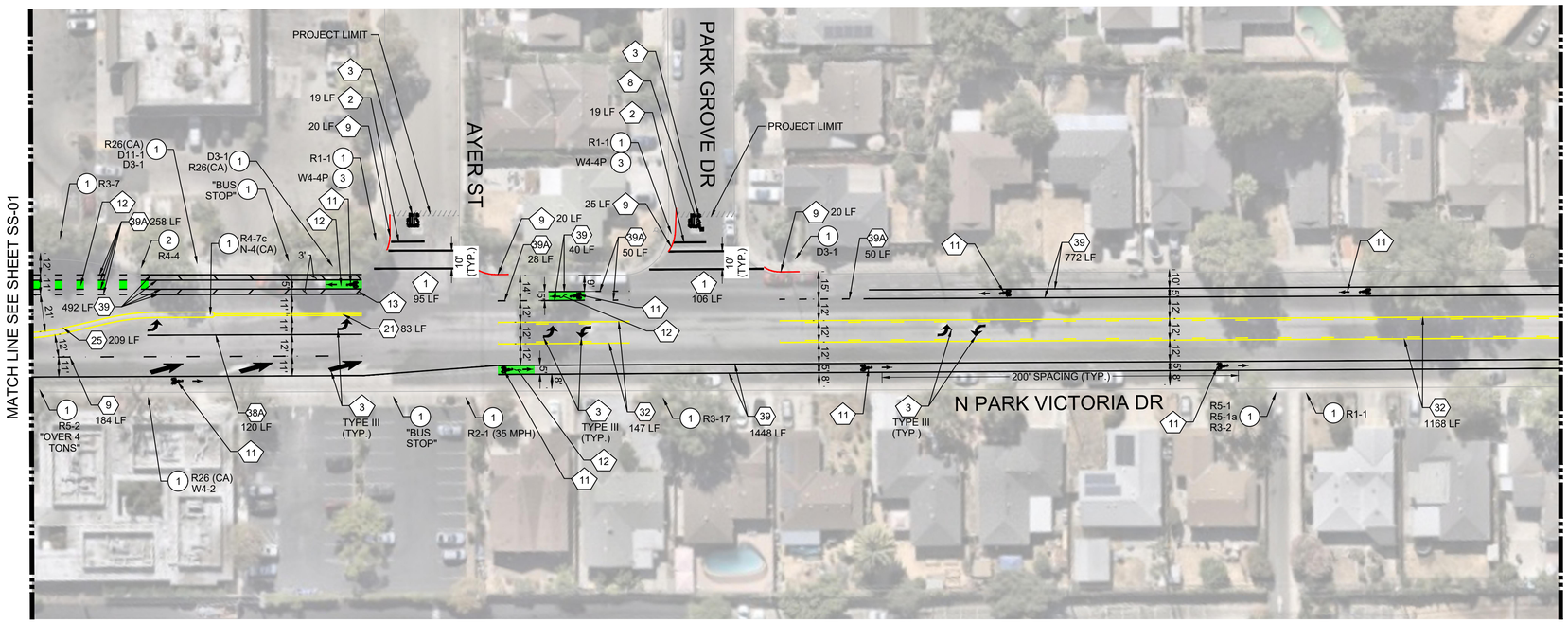
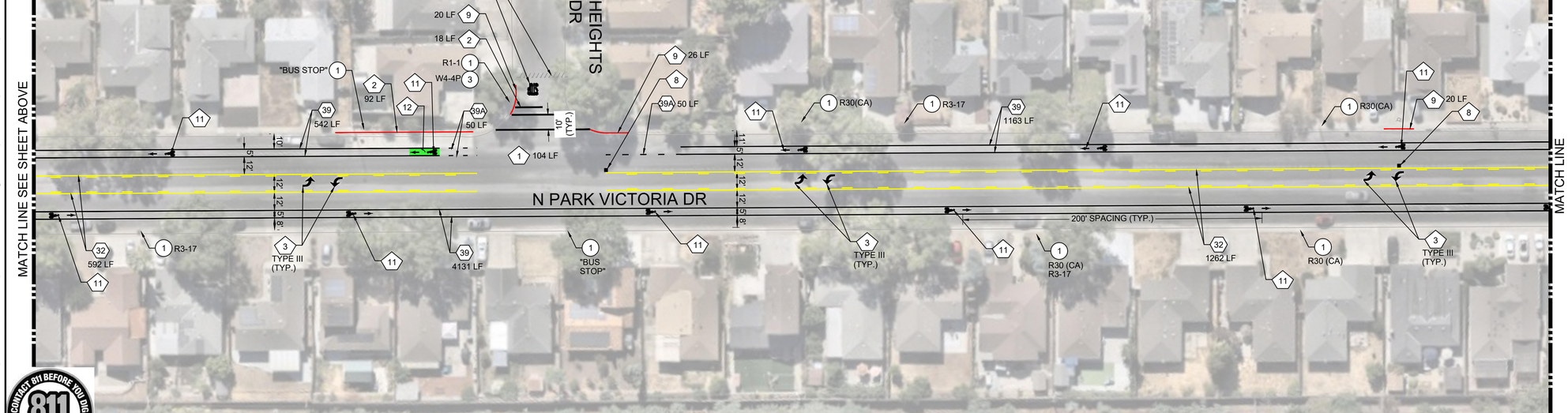
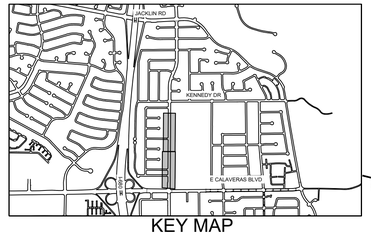






KEY MAP
N.T.S.

SIGNING NOTES

1. PROTECT IN PLACE.
2. INSTALL NEW SIGN AND POST.
3. INSTALL NEW SIGN ON EXISTING POST.

STRIPING NOTES

1. INSTALL 12" WHITE CROSSWALK LINE PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED IN CENTER OF INTERSECTION.
2. INSTALL 12" STOP BAR PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED.
3. INSTALL WHITE WORD MARKING PER CALTRANS STANDARD DRAWING A24D OR WHITE ARROWS PER CALTRANS STANDARD DRAWING A24A.
8. INSTALL BLUE RETROREFLECATIVE RAISED PAVEMENT MARKER.
9. PAINT RED CURB WITH "NO PARKING" STENCIL.
11. INSTALL BIKE LANE SYMBOL AND ARROW PER CALTRANS STD DETAIL A24C.
12. INSTALL GREEN PAVEMENT MARKING.
13. INSTALL 12" WHITE DIAGONAL TRAFFIC LINE AT 45 DEGREES.
#. INSTALL CALTRANS STRIPING DETAIL PER CALTRANS STANDARD PLANS A20A, A20B, A20C, A20D, A24A, A24D AND A24F. STRIPING DETAIL TYPE NOTED ON PLAN.

LEGEND

GRAPHIC SCALE IN FEET
0 20 40 80

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 33909 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

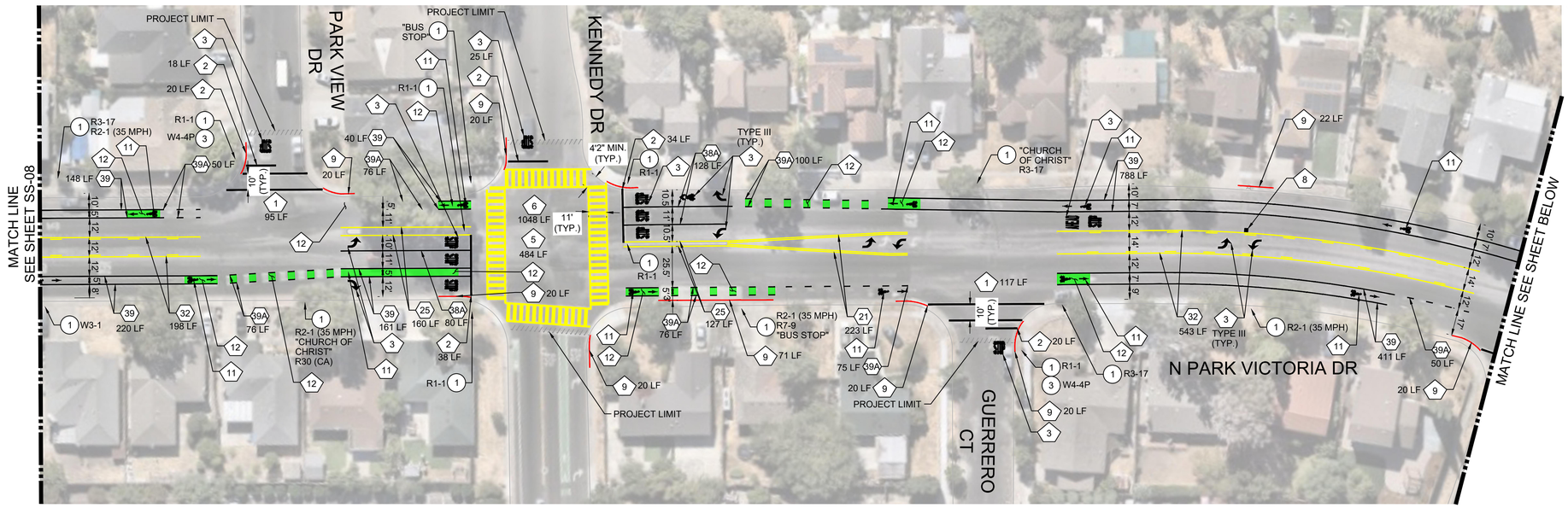
2024 STREET SEALING PHASE 2
PROJECT NO. 4305

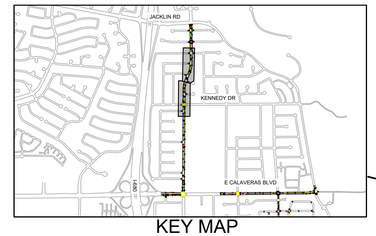
SIGNING AND STRIPING - AREA 4

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305
Rec. Dwg No. SS-08
SCALE: 1" = 40'
SHEET 34 OF 44

annjali.boli Mar 04, 2025 – 4:11pm K:\SWT_RDWY\0973840\0 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\SS-08.dwg





KEY MAP
N.T.S.

SIGNING NOTES

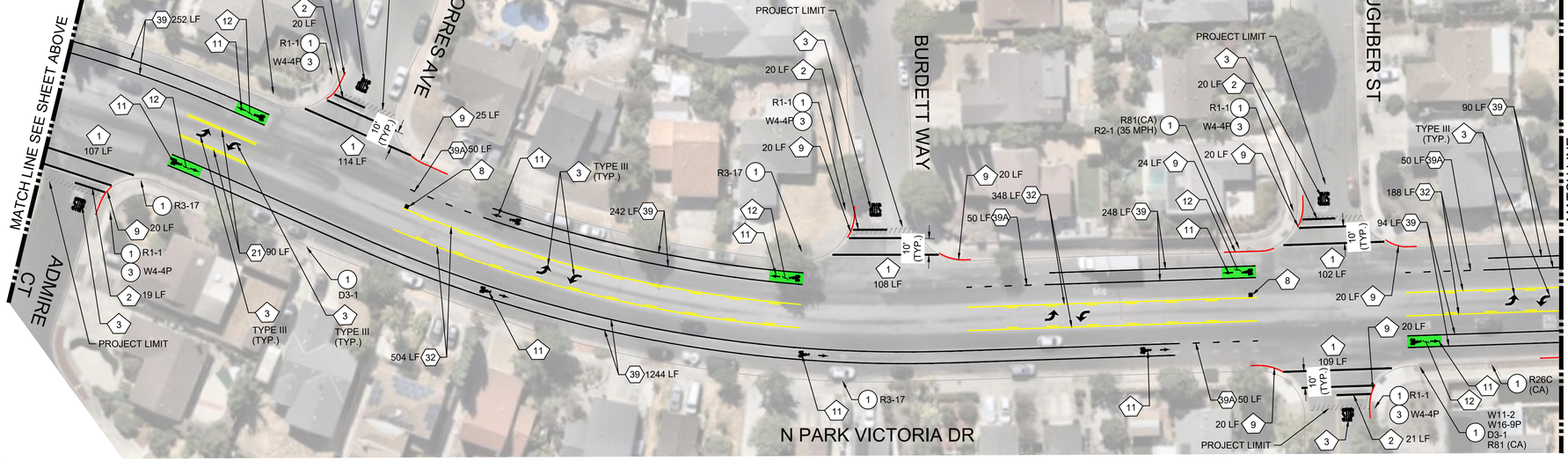
1. PROTECT IN PLACE.
3. INSTALL NEW SIGN ON EXISTING POST.

STRIPING NOTES

1. INSTALL 12" WHITE CROSSWALK LINE PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED IN CENTER OF INTERSECTION.
2. INSTALL 12" STOP BAR PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED.
3. INSTALL WHITE WORD MARKING PER CALTRANS STANDARD DRAWING A24D OR WHITE ARROWS PER CALTRANS STANDARD DRAWING A24A.
5. INSTALL 12" YELLOW CROSSWALK LINE PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED IN CENTER OF INTERSECTION.
6. INSTALL 24" YELLOW CONTENTAL CROSSWALK PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED IN CENTER OF INTERSECTION.
8. INSTALL BLUE RETROREFLECATIVE RAISED PAVEMENT MARKER.
9. PAINT RED CURB WITH "NO PARKING" STENCIL.
11. INSTALL BIKE LANE SYMBOL AND ARROW PER CALTRANS STD DETAIL A24C.
12. INSTALL GREEN PAVEMENT MARKING.
(#). INSTALL CALTRANS STRIPING DETAIL PER CALTRANS STANDARD PLANS A20A, A20B, A20C, A20D, A24A, A24D AND A24F. STRIPING DETAIL TYPE NOTED ON PLAN.

LEGEND

PROJECT LIMITS



GRAPHIC SCALE IN FEET
0 20 40 80

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 33909 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

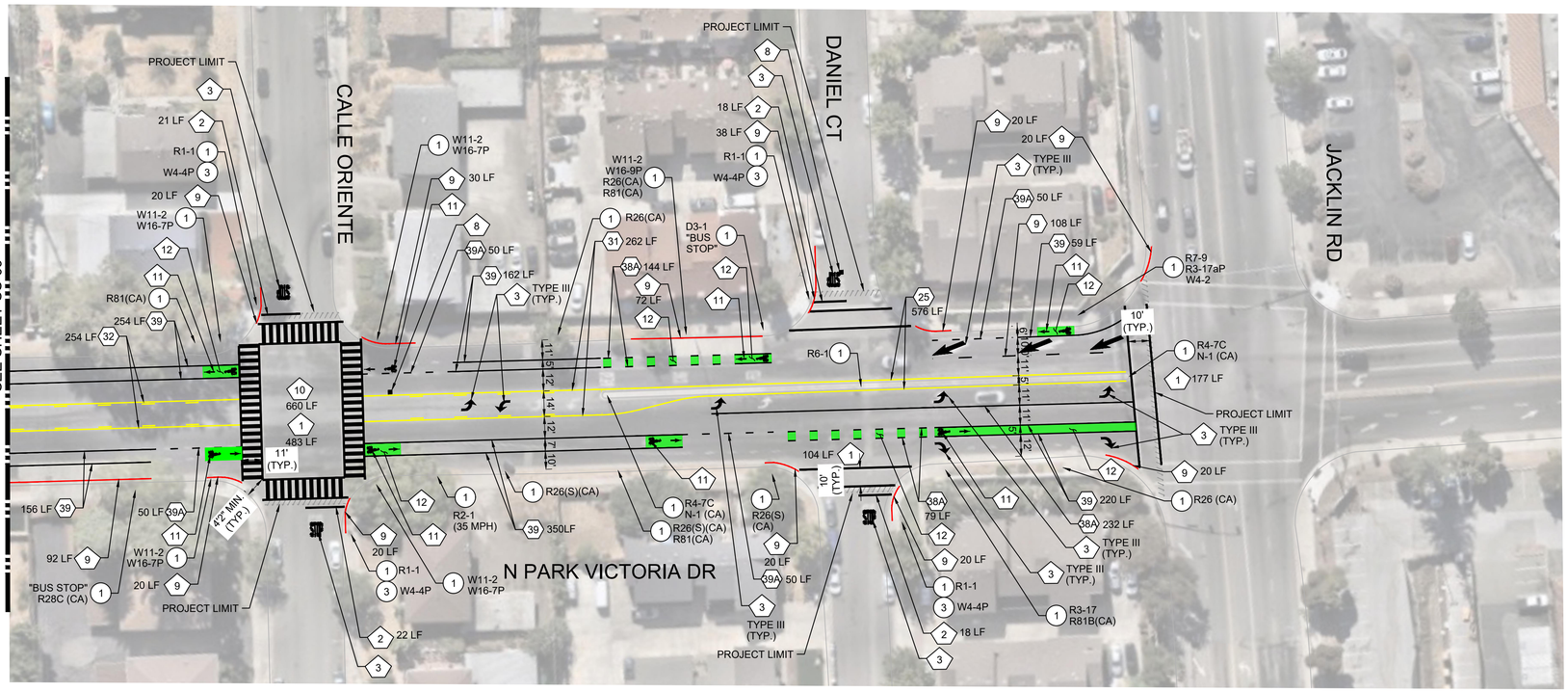
2024 STREET SEALING PHASE 2
PROJECT NO. 4305

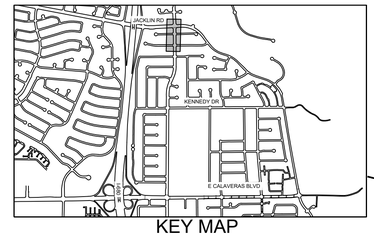
SIGNING AND STRIPING - AREA 4

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305
Rec. Dwg No. SS-09
SCALE: 1" = 40'
SHEET 35 OF 44

annjali.bali Mar 04, 2025 – 4:12pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\SS-08.dwg





SIGNING NOTES

1. PROTECT IN PLACE.
3. INSTALL NEW SIGN ON EXISTING POST.

STRIPING NOTES

1. INSTALL 12" WHITE CROSSWALK LINE PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED IN CENTER OF INTERSECTION.
2. INSTALL 12" STOP BAR PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED.
3. INSTALL WHITE WORD MARKING PER CALTRANS STANDARD DRAWING A24D OR WHITE ARROWS PER CALTRANS STANDARD DRAWING A24A.
8. INSTALL BLUE RETROREFLECATIVE RAISED PAVEMENT MARKER.
9. PAINT RED CURB WITH "NO PARKING" STENCIL.
10. INSTALL 24" WHITE CONTENTAL CROSSWALK PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED IN CENTER OF INTERSECTION.
11. INSTALL BIKE LANE SYMBOL AND ARROW PER CALTRANS STD DETAIL A24C.
12. INSTALL GREEN PAVEMENT MARKING.
(#) INSTALL CALTRANS STRIPING DETAIL PER CALTRANS STANDARD PLANS A20A, A20B, A20C, A20D, A24A, A24D AND A24F. STRIPING DETAIL TYPE NOTED ON PLAN.

LEGEND

PROJECT LIMITS

GRAPHIC SCALE IN FEET
0 20 40 80

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 39908 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

SIGNING AND STRIPING - AREA 4

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305

Rec. Dwg No. SS-10

SCALE: 1" = 40'

SHEET 36 OF 44

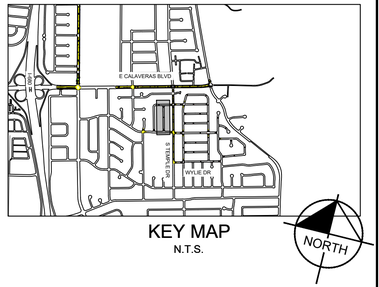
annjali.bali Mar 04, 2025 – 4:13pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\SS-08.dwg

MATCH LINE
SEE SHEET SS-12

MATCH LINE
SEE SHEET SS-12

MATCH LINE
SEE SHEET SS-04

MATCH LINE
SEE SHEET SS-04



KEY MAP
N.T.S.

SIGNING NOTES

1. PROTECT IN PLACE.
3. INSTALL NEW SIGN ON EXISTING POST.

STRIPING NOTES

1. INSTALL 12" WHITE CROSSWALK LINE PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED IN CENTER OF INTERSECTION.
4. INSTALL WHITE YIELD TRIANGLES PER CALTRANS STANDARD PLAN A24G.
8. INSTALL BLUE RETROREFLECATIVE RAISED PAVEMENT MARKER.
9. PAINT RED CURB WITH "NO PARKING" STENCIL.

(#) INSTALL CALTRANS STRIPING DETAIL PER CALTRANS STANDARD PLANS A20A, A20B, A20C, A20D, A24A, A24D AND A24F. STRIPING DETAIL TYPE NOTED ON PLAN.

LEGEND

PROJECT LIMITS

GRAPHIC SCALE IN FEET
0 20 40 80

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SCHRUMP
95909
Exp. 6-30-26
CIVIL
STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25
Checked By: JS Date: 3/07/25
Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

SIGNING AND STRIPING - AREA 5-1 (ADDITIVE ALTERNATE NO. 1)

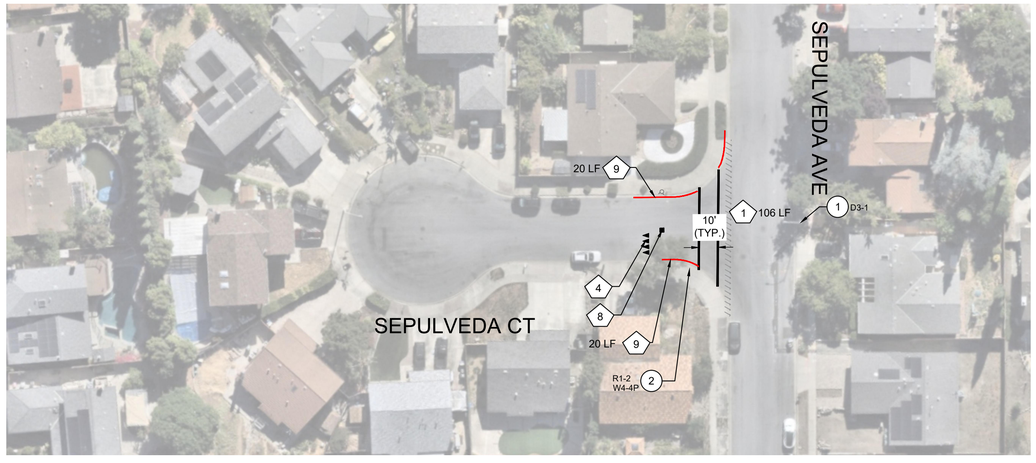
RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

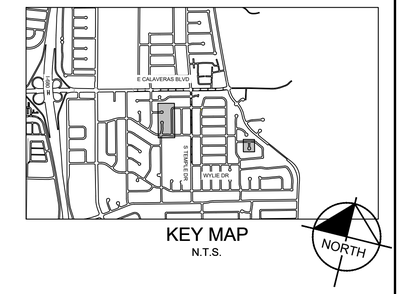
PROJECT NO. 4305
Rec. Dwg No. SS-11
SCALE: 1" = 40'
SHEET 37 OF 44

annjali.bal Mar 04, 2025 – 4:14pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\SS-11.dwg

MATCH LINE
SEE SHEET SS-11

MATCH LINE
SEE SHEET SS-11





KEY MAP
N.T.S.

SIGNING NOTES

1. PROTECT IN PLACE.
3. INSTALL NEW SIGN ON EXISTING POST.

STRIPING NOTES

1. INSTALL 12" WHITE CROSSWALK LINE PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED IN CENTER OF INTERSECTION.
2. INSTALL 12" STOP BAR PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED.
3. INSTALL WHITE WORD MARKING PER CALTRANS STANDARD DRAWING A24D.
4. INSTALL WHITE YIELD TRIANGLES PER CALTRANS STANDARD PLAN A24G.
6. INSTALL 24" YELLOW CONTENTAL CROSSWALK PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED IN CENTER OF INTERSECTION.
8. INSTALL BLUE RETROREFLECATIVE RAISED PAVEMENT MARKER.
9. PAINT RED CURB WITH "NO PARKING" STENCIL.
#. INSTALL CALTRANS STRIPING DETAIL PER CALTRANS STANDARD PLANS A20A, A20B, A20C, A20D, A24A, A24D AND A24F. STRIPING DETAIL TYPE NOTED ON PLAN.

LEGEND

PROJECT LIMITS

GRAPHIC SCALE IN FEET
0 32 63.9 127.8

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRUMP — 93909 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

SIGNING AND STRIPING - AREA 5-1 AND 5-2 (ADDITIVE ALTERNATE NO. 1 AND 2)

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

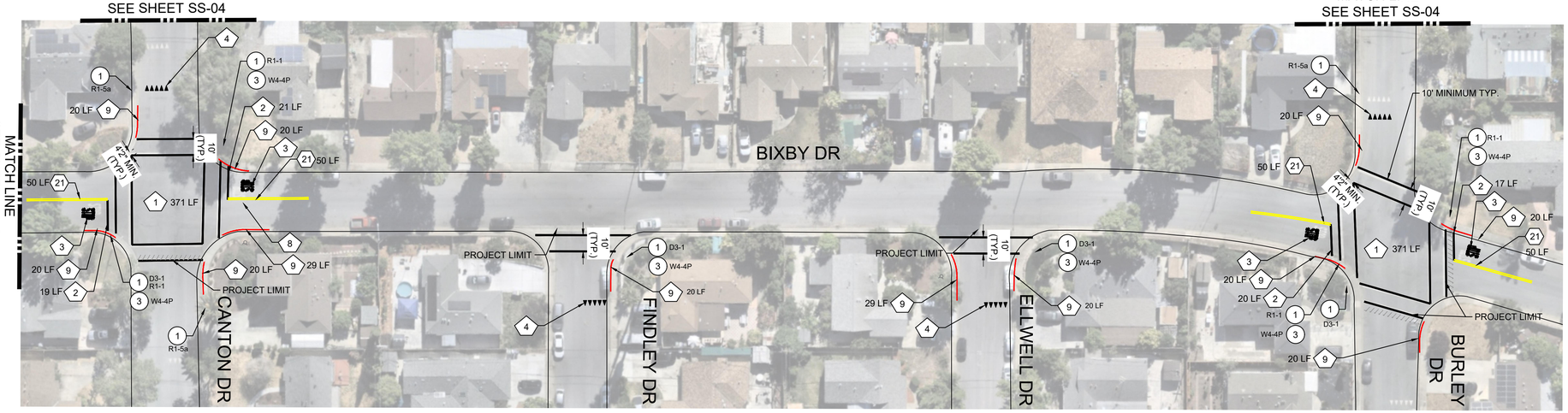
PROJECT NO. 4305

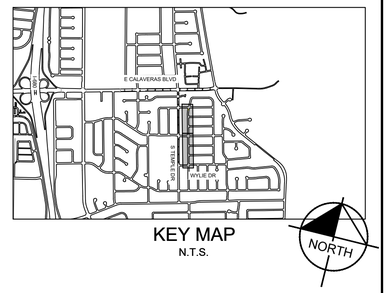
Rec. Dwg No. SS-12

SCALE: 1" = 40'

SHEET 38 OF 44

annjali.bail Mar 04, 2025 - 4:15pm K:\SMT_RDWY\0973840010 - Milpitas Street Sealing - JS\08 CADD\PlanSheets\SS-11.dwg





KEY MAP
N.T.S.

SIGNING NOTES

1. PROTECT IN PLACE

STRIPING NOTES

1. INSTALL 12" WHITE CROSSWALK LINE PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED IN CENTER OF INTERSECTION.
2. INSTALL 12" STOP BAR PER CALTRANS STANDARD PLAN A24F. LENGTH AS NOTED.
3. INSTALL WHITE WORD MARKING PER CALTRANS STANDARD DRAWING A24D.
4. INSTALL WHITE YIELD TRIANGLES PER CALTRANS STANDARD PLAN A24G.
8. INSTALL BLUE RETROREFLECATIVE RAISED PAVEMENT MARKER.
9. PAINT RED CURB.

(#) INSTALL CALTRANS STRIPING DETAIL PER CALTRANS STANDARD PLANS A20A, A20B, A20C, A20D, A24A, A24D AND A24F. STRIPING DETAIL TYPE NOTED ON PLAN.

LEGEND

PROJECT LIMITS

GRAPHIC SCALE IN FEET
0 20 40 80

811 CONTACT 811 BEFORE YOU DIG SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SCHRAMM
93909
Exp. 6-30-26
CIVIL
STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
CALIFORNIA
JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

SIGNING AND STRIPING - AREA 5-3 (ADDITIVE ALTERNATE NO. 3)

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305
Rec. Dwg No. SS-13
SCALE: 1" = 40'
SHEET 39 OF 44

annjali.bai Mar 04, 2025 – 4:17pm K:\SMT_RDWY\0973840I0 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\SS-11.dwg

PAVEMENT MARKING TABLE

OBJECT	UNIT	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5-1	AREA 5-2	AREA 5-3	TOTAL AREA 1-4	TOTAL AREA 5
12" WHITE CROSSWALK	LF	930	366	926	1936	332	106	1494	4158	1932
12" STOP BAR	LF	670	144	186	409	86	0	96	1409	182
WHITE YIELD TRIANGLES	SF	0	99	0	0	72	24	192	99	288
12" YELLOW CROSSWALK	LF	1186	0	0	498	0	0	0	1684	0
24" YELLOW CONTENTAL CROSSWALK	LF	674	866	0	691	495	0	0	2231	495
RED LINE	LF	824	427	794	1118	255	74	438	3163	767
BLUE MARKER	EA	11	4	13	8	3	1	3	36	7
24" WHITE CONTENTAL CROSSWALK	LF	1029	0	0	660	0	0	0	1689	0
GREEN PAVEMENT	SF	0	0	0	4853	0	0	0	4853	0
12" WHITE DIAGONALS	SF	43	0	0	96	0	0	0	139	0

CALTRANS STRIPING DETAIL TABLE

CALTRANS DETAIL	UNIT	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5-1	AREA 5-2	AREA 5-3	TOTAL AREA 1-4	TOTAL AREA 5
9	LF	5290	0	0	309	0	0	0	5599	0
21	LF	2220	1879	832	313	100	0	250	5244	350
25	LF	1131	0	0	1302	0	0	0	2433	0
27B	LF	2904	2987	0	0	0	0	0	5891	0
29	LF	19	0	0	0	0	0	0	19	0
32	LF	90	0	0	5143	0	0	0	5233	0
37B	LF	329	0	0	0	0	0	0	329	0
38	LF	773	0	0	0	0	0	0	773	0
38A	LF	680	0	0	672	0	0	0	1352	0
39	LF	73	0	0	12457	0	0	0	12530	0
39A	LF	25	0	0	1414	0	0	0	1439	0

PAVEMENT MARKING TABLE - MESSAGES

OBJECT	UNIT	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5-1	AREA 5-2	AREA 5-3	TOTAL AREA 1-4	TOTAL AREA 5
STOP	EA	8	7	10	22	2	0	5	47	7
SCHOOL	EA	0	1	0	0	0	0	0	1	0
SLOW	EA	0	1	0	0	0	0	0	1	0
XING	EA	0	1	0	0	0	0	0	1	0
KEEP CLEAR	EA	2	0	0	0	0	0	0	2	0
CALTRANS ARROWS	EA	24	0	0	45	0	0	0	69	0
35	EA	4	0	0	0	0	0	0	4	0
25	EA	0	1	0	0	0	0	0	1	0
AHEAD	EA	0	1	0	1	0	0	0	2	0
SIGNAL	EA	0	1	0	0	0	0	0	1	0
BIKE SYMBOL WITH ARROW	EA	26	20	0	50	0	0	0	96	0

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 93909 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS — CALIFORNIA — JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

STRIPING QUANTITY SHEETS

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305

Rec. Dwg No. SQ-01

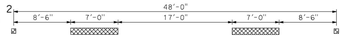
SCALE:

SHEET 40 OF 44

annjali.bali Mar 04, 2025 – 4:17pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\SQ-01.dwg

CENTERLINES
(2 LANE HIGHWAYS)

DETAIL 1

DETAIL 2


~~DETAIL 3~~ DETAIL 3 DELETED

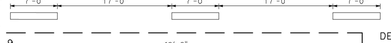
~~DETAIL 4~~ DETAIL 4 DELETED

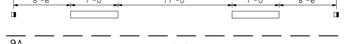
DETAIL 5

DETAIL 6

~~DETAIL 7~~ DETAIL 7 DELETED

LANE LINES
(MULTILANE HIGHWAYS)

DETAIL 8


DETAIL 9


DETAIL 9A

~~DETAIL 10~~ DETAIL 10 DELETED

DETAIL 11

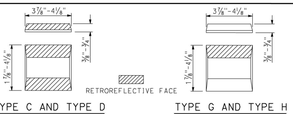
DETAIL 12

DETAIL 12A

~~DETAIL 13~~ DETAIL 13 DELETED

~~DETAIL 14~~ DETAIL 14 DELETED

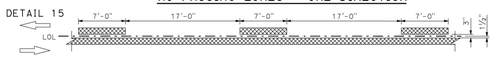
~~DETAIL 14A~~ DETAIL 14A DELETED



TYPE C AND TYPE D TYPE G AND TYPE H

MARKER DETAILS

NO PASSING ZONES - ONE DIRECTION

DETAIL 15


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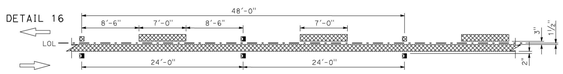

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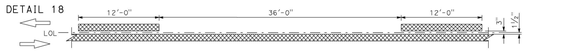

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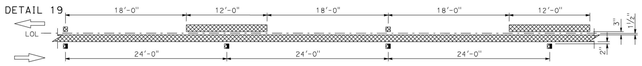

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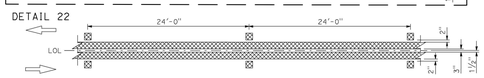
NO PASSING ZONES - TWO DIRECTION

DETAIL 21

DETAIL 22


~~DETAIL 23~~ DETAIL 23 DELETED

LEGEND:
- TYPE C RED-CLEAR RETROREFLECTIVE MARKER
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE MARKER
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE MARKER
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE MARKER
- 6" WHITE LINE
- 6" YELLOW LINE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS
NO SCALE

A20A

7-1-24

Dist	COUNTY	ROUTE	POST MILES: TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
September 20, 2024
PLANS APPROVAL DATE
Lorenzo Allenger, No. C81705, Exp. 3-31-26, CIVIL, STATE OF CALIFORNIA, REGISTERED PROFESSIONAL ENGINEER
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

2024 STANDARD PLAN A20A

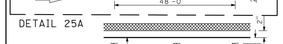
Return to Table of Contents

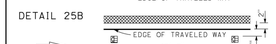
CALTRANS STANDARD PLAN A20A

LEFT EDGE LINES
(DIVIDED HIGHWAYS)

DETAIL 24

DETAIL 25

DETAIL 25A


DETAIL 25B


DETAIL 26

DETAIL 26A

DETAIL 26B

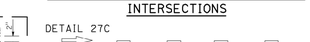
DETAIL 27

RIGHT EDGE LINES

~~DETAIL 27A~~ DETAIL 27A DELETED

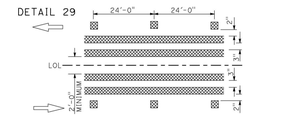
DETAIL 27B

RIGHT EDGE LINE EXTENSION THROUGH INTERSECTIONS

DETAIL 27C


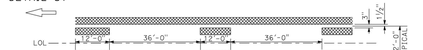
MEDIAN ISLANDS

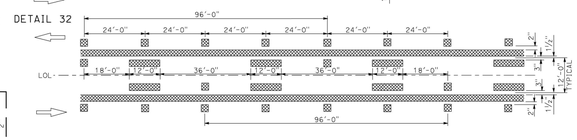
DETAIL 28

DETAIL 29


~~DETAIL 30~~ DETAIL 30 DELETED

TWO-WAY LEFT TURN LANES

DETAIL 31


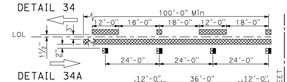
DETAIL 32


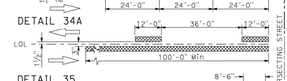
~~DETAIL 33~~ DETAIL 33 DELETED

LEFT EDGE LINES NOTE:
On freeways use traffic stripe details with Type RY markers.

LEGEND:
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE MARKER
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE MARKER
- TYPE RY RED-YELLOW RETROREFLECTIVE MARKER
- 6" WHITE LINE
- 6" YELLOW LINE

INTERSECTION TREATMENTS

DETAIL 34


DETAIL 34A


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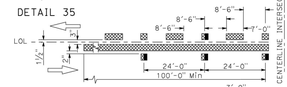

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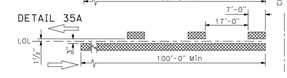
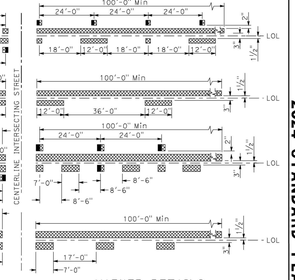
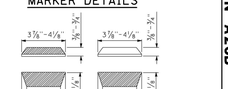




MARKER DETAILS



TYPE RY AND TYPE D TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS
NO SCALE

A20B

3-1-24

Dist	COUNTY	ROUTE	POST MILES: TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
September 20, 2024
PLANS APPROVAL DATE
Lorenzo Allenger, No. C81705, Exp. 3-31-26, CIVIL, STATE OF CALIFORNIA, REGISTERED PROFESSIONAL ENGINEER
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

2024 STANDARD PLAN A20B

Return to Table of Contents

CALTRANS STANDARD PLAN A20B

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:
REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — 33909 — Exp. 6-30-26 — CIVIL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

STRIPING DETAILS

RECOMMENDED FOR BIDDING BY: *Roberto Alonzo* DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

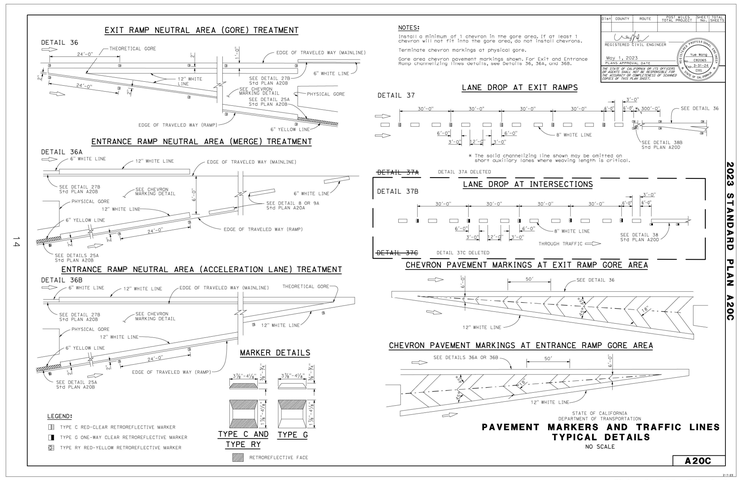
PROJECT NO. 4305

Rec. Dwg No. SD-01

SCALE:

SHEET 41 OF 44

annjali.bali Mar 04, 2025 – 4:17pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\SD-01.dwg



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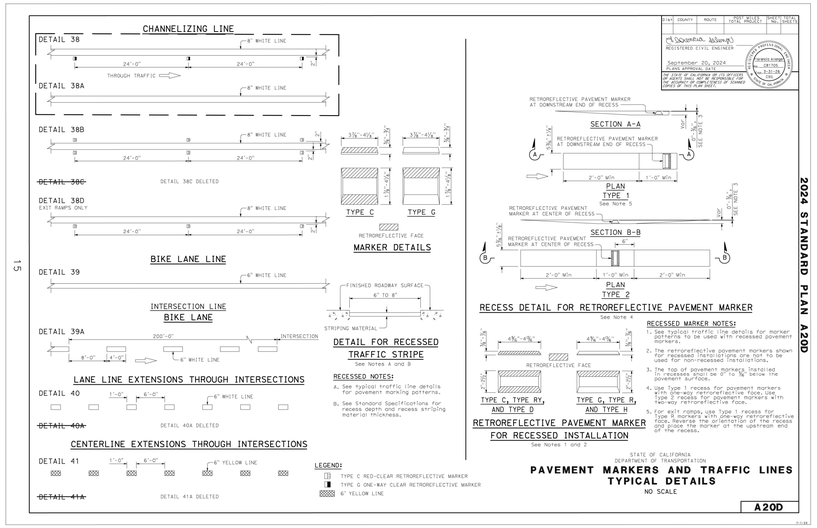
CALTRANS STANDARD PLAN A20C



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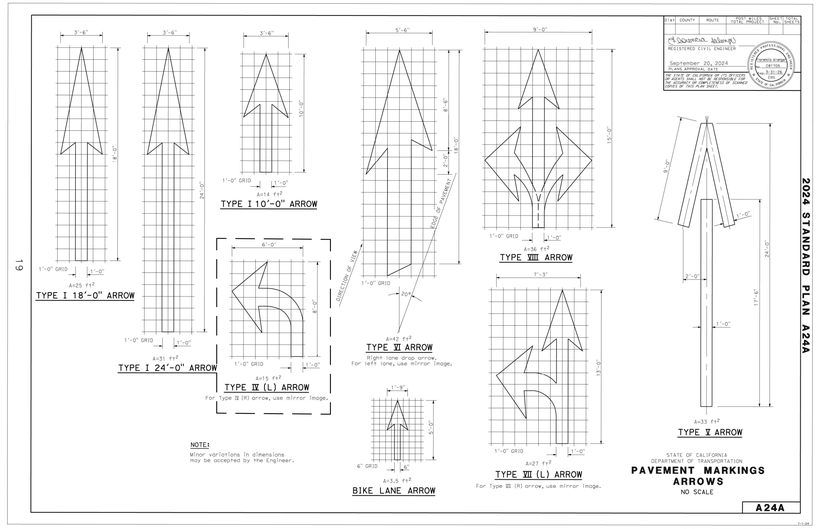

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CALTRANS STANDARD PLAN A24A

13 NTS STOP MARKING LIMITS

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SCHRAMM
Exp. 6-30-26
CIVIL
STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

STRIPING DETAILS

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305

Rec. Dwg No. SD-02

SCALE:

SHEET 42 OF 44

CONTACT 811 BEFORE YOU DIG
SAFE DIGGING PARTNER
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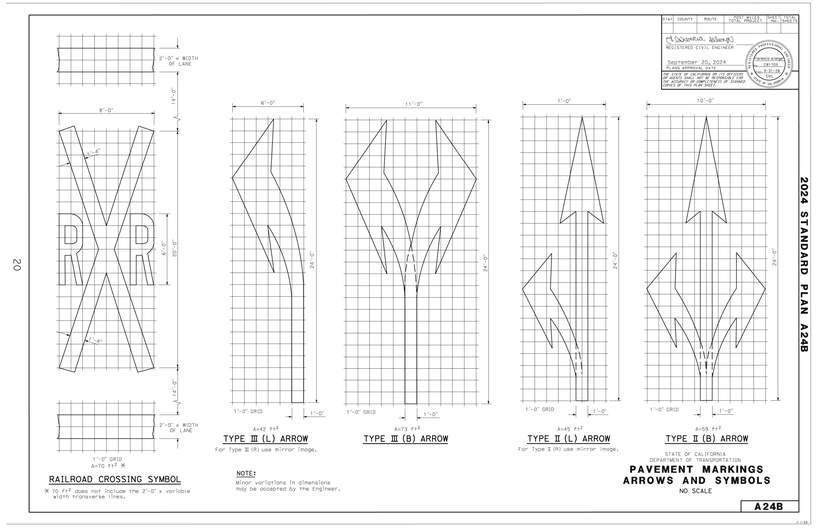

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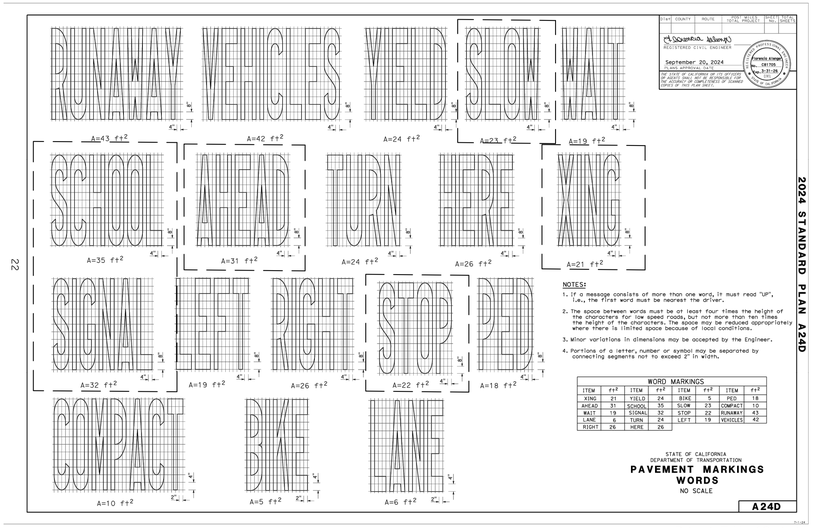
CALTRANS STANDARD PLAN A24B



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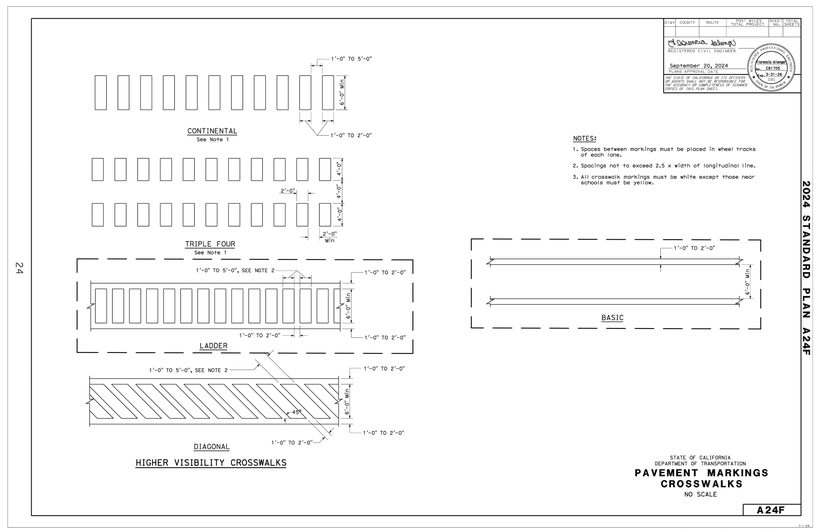
CALTRANS STANDARD PLAN A24D



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CALTRANS STANDARD PLAN A24F

14 NTS

BIKE LANE CONFLICT ZONE

811 CONTACT CITY BEFORE YOU DIG SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER JACOB REDDING SCHRAMM 33909 Exp. 6-30-26 CIVIL STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: AB/ZC Date: 3/07/25

Checked By: JS Date: 3/07/25

Designed By: KL Date: 3/07/25

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS CALIFORNIA INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

STRIPING DETAILS

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/06/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER – ENGINEERING

PROJECT NO. 4305

Rec. Dwg No. SD-03

SCALE:

SHEET 43 OF 44

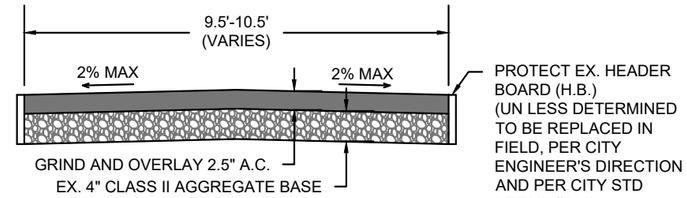
anjali.bali Mar 04, 2025 – 4:17pm K:\SMT_RDWY\097384010 – Milpitas Street Sealing – JS\08 CADD\PlanSheets\SD-01.dwg

N

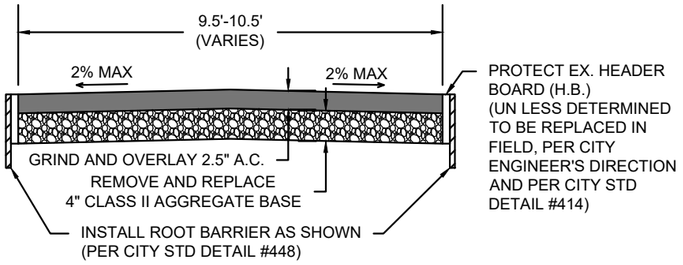
0 100' 200'

LEGEND

- GRIND AND OVERLAY 2.5" ASPHALT CONCRETE (SEE SECTION A-A)
- 4" BASE REPAIR (CLASS II AB) WITH ROOT BARRIER (SEE SECTION B-B), REFER TO NOTE 51 ON SHEET G-02.
- REMOVE AND REPLACE CONCRETE SIDEWALK
- × TREES TO BE INSPECTED BY CITY ARBORIST PRIOR TO AC REMOVAL



SECTION A-A
NTS



SECTION B-B
NTS

PAVEMENT QUANTITIES

PATH	GRIND AND OVERLAY (SF)	BASE REPAIR (SF)	REMOVE AND REPLACE CONCRETE SIDEWALK (SF)
A	1200	126	80
B	2480	126	150
C	2725	300	
D	5270	1185	125
E	1060	300	
TOTAL	12,735	2,037	355

BID ALTERNATIVE # 4

REGISTERED PROFESSIONAL ENGINEER MICHAEL SILVEIRA No. 83869 CIVIL STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: CR Date: 2/14/25
Checked By: MC Date: 2/14/25
Designed By: AH Date: 2/14/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
ENGINEERING DIVISION

2024 STREET SEALING PHASE 2
PROJECT NO. 4305

STRICKROTH PARK PAVEMENT RESURFACING PLAN

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/10/2025
ROBERTO ALONZO, P.E., PUBLIC WORKS DIVISION MANAGER

APPROVED FOR BIDDING BY: Michael Silveira DATE: 03/11/2025
Michael Silveira, P.E., CITY ENGINEER

PROJECT NO. 4305
Rec. Dwg No.
SCALE: 1"=100'
SHEET 44 OF 44

CITY OF MILPITAS

MILPITAS, CALIFORNIA

FUNDED IN PART BY:

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR 2024 STREET SEALING PHASE 2 PROJECT, CIP NO. 4305

Recommended by City for Bidding: *Roberto Alonzo* 03/10/2025

Roberto Alonzo, P.E., PW Division Manager - Engineering

Approved by City for Bidding: *Michael Silveira* 3/11/2025

Michael Silveira, P.E. City Engineer

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00 11 16 – NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City Council of the City of Milpitas ("City") invites and will receive sealed Bids up to but not later than **2:00 p.m. on Wednesday, April 2nd, 2025, at City of Milpitas City Hall, 1st floor, Information Service Counter, 455 E. Calaveras Boulevard, Milpitas, California 95035,** for the furnishing to City of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for **2024 Street Sealing Phase 2, Project No. 4305 (the "Project").** At said time, Bids will be publicly opened and read aloud at the City Office. Bids received after said time shall be returned unopened. Bids shall be valid for a period of 90 calendar days after the Bid opening date.

Bids must be submitted on the City's Bid Forms in person. No bid shall be accepted through OpenGov Procurement. Bidders may obtain a copy of the Contract Documents from OpenGov Procurement (https://procurement.opengov.com/portal/milpitas-ca). To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the City shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room. Additionally, bid packages containing all forms, specifications, terms and conditions may be obtained on the City's OpenGov Procurement website. Links or documents found outside the city's online vendor portal may not be accessible/up-to-date.

It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted on https://procurement.opengov.com/portal/milpitas-ca. It is the responsibility of each prospective bidder to check https://procurement.opengov.com/portal/milpitas-ca on a daily basis through the close of bids for any applicable addenda or updates. The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on https://procurement.opengov.com/portal/milpitas-ca may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by https://procurement.opengov.com/portal/milpitas-ca.

Each Bid shall be accompanied by cash, a certified or cashier's check, or Bid Bond secured from a surety company satisfactory to the City Council, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to City of Milpitas as bid security. The bid security shall be provided as a guarantee that within five (5) working days after the City provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with City.

A **MANDATORY** Pre-Bid Conferences are scheduled for **Tuesday, March 18, 2025, at 2 PM and Thursday, March 20, 2025, at 2 PM** to review existing conditions. The meeting shall occur via Microsoft Teams. Contact **Mohit Chaudhary, P.E., Associate Civil Engineer** via email at mchaudhary@milpitas.gov by **12:00 pm on March 13, 2025,** to request an invitation. Bidders need only to attend **one** Pre-Bid Conference. Representatives of the City and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be submitted and answered in writing and issued as an Addendum. **Bids will not be accepted from any bidder who did not attend the one of mandatory Pre-Bid Conferences.**

The deadline for submitting questions related to this bid is **Tuesday, March 25, 2025, at 2 PM**. Contact **Mohit Chaudhary, P.E., Associate Civil Engineer via email at mchaudhary@milpitas.gov**. Addenda with answers to questions received by the specified time will be posted following the close of questions.

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by City to ensure its performance under the contract.

Pursuant to Labor Code Section 1773, City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Santa Clara County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: www.dir.ca.gov/dlsr/

In addition, a copy of the prevailing rate of per diem wages is available at the City's Public Works Department and shall be made available to interested parties upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. 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.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the contract: **Class A or Class C-12 License from the Contractor's State License Board.** The Engineer's Estimate for the project's base bid items is between **$1,500,000 and $2,000,000.**

Substitution requests shall be made within 35 calendar days after the award of the contract. Pursuant to Public Contract Code Section 3400(b), the City may make findings designating that certain additional materials, methods or services by specific brand or trade name other than those listed in the Standard Specifications be used for the Project. Such findings, if any, as well as the materials, methods or services and their specific brand or trade names that must be used for the Project may be found in the Special Conditions.

City shall award the contract for the Project to the lowest responsive, responsible Bidder as determined by the City from the **BASE BID ALONE**. City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact **Mohit Chaudhary, P.E., Associate Civil Engineer** via email at mchaudhary@milpitas.gov, or (408) 586-3270.

END OF NOTICE INVITING BIDS

00 21 13 – INSTRUCTIONS TO BIDDERS

1. SECURING DOCUMENTS

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Bid and Contract Documents may be obtained from https://procurement.opengov.com/portal/milpitas-ca as specified in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any charge for the Contract Documents is stated in the Notice Inviting Bids.

The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective Bidders who choose to review the Contract Documents at a plan room must create an account with OpenGov Procurement to obtain the required Contract Documents if they decide to submit a bid for the Project.

Addenda, if any, issued during the bid period will be posted on https://procurement.opengov.com/portal/milpitas-ca. Failure to acknowledge addenda may make a bid nonresponsive and not eligible for award of the contract.

2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

At its own expense and prior to submitting its Bid, each Bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of the work under the contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract, and all other documents referenced herein. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any contract documents, forms, instruments, addenda, or other documents, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the contract and no relief for error or omission will be given except as required under State law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Article.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the City and its contractors to appropriately manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ and any amendment or renewal thereof, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. By submitting a Bid, each Bidder acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other proposed contract documents may submit to the Engineer of the City a written request for

interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications or other proposed contract documents will be made only by a written addendum duly issued and a copy of such addenda will be mailed or delivered to each prospective Bidder who has purchased a set of Drawings and Specifications. The City will not be responsible for any other explanation or interpretations of the proposed documents. If a Prospective Bidders becomes aware of any errors or omissions in any part of the Contract Documents, it is the obligation of the Prospective Bidder to promptly bring it to the attention of the City.

4. INSPECTION OF SITE; PRE-BID CONFERENCE

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Meeting and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids.

5. ADDENDA

The City reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the City shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the City will extend the deadline for submission of Bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide City a name, address, email address, and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the Bidder. Any Addenda will be posted on https://procurement.opengov.com/portal/milpitas-ca. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact **Mohit Chaudhary, P.E., Associate Civil Engineer** via email at mchaudhary@milpitas.gov, at City of Milpitas City Hall, 455 E. Calaveras Boulevard, Milpitas, CA 95035 or (408) 586-3270 to verify that it has received all Addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the Addenda received prior to bidding in the space provided in the Bid Form. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the bidder.

7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting “N/A” where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL,

OR A TYPEWRITER IS REQUIRED. Deviations in the Bid Forms may result in the Bid being deemed non-responsive.

8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

9. SUBCONTRACTORS

Bidder shall set forth the name, address of the place of business, and contractor license number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104.

The successful bidder will be required to self-perform at least 50% of the work.

10. LICENSING REQUIREMENTS

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

11. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to City of Milpitas; or (c) a Bid Bond secured from a surety company satisfactory to the City Council, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to City of Milpitas as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) working days after the City provides the successful bidder the Notice of Award, the successful bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and City may enter into a contract with the next lowest responsive responsible bidder, or may call for new bids. No interest shall be paid on funds deposited with the City. City will return the security accompanying the bids of all unsuccessful bidders no later than 60 calendar days after award of the contract.

12. IRAN CONTRACTING ACT OF 2010

In accordance with Public Contract Code Section 2200 *et seq*., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the bid package and must be signed and dated under penalty of perjury.

13. NONCOLLUSION DECLARATION

Bidders on all public works contracts are required to submit a declaration of noncollusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

14. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

15. WAGE THEFT CERTIFICATION

Bidders on public works contracts are required to submit a certification disclosing whether the Bidder or any of its proposed subcontractors has been found by a final court order or administrative action of an investigatory government agency to have violated federal, state or local wage and hour laws, including but not limited to the federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance, within the past five (5) years from the bid submission deadline.

16. BIDDER INFORMATION AND EXPERIENCE FORM

Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the bid to be rejected as non-responsive. The City reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the Engineer that the Bidder is qualified to properly carry out the terms of the contract.

17. WORKERS' COMPENSATION CERTIFICATION

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the City the following certificate prior to performing the work under this Contract:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

The form of such Workers' Compensation Certificate is included as part of this document.

18. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venture or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venture or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venture or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venture or partner on behalf of the joint venture or partnership in its legal name.

19. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials, in a sealed envelope, addressed and delivered or mailed, postage prepaid, to the City Clerk before the time and day set for the receipt of bids. The envelope shall bear the title of the work and the name of the bidder. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by the City as provided herein. Bids received after the time and day set for the receipt of bids shall be returned to the bidder unopened. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of _____ (Bidder's Name)_____
for the 2024 Street Sealing Phase 2 Project, CIP No. 4305

Only where expressly permitted in the Notice Inviting Bids may bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. Any acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City may reject any bid not strictly complying with City's designated methods for delivery.

20. OPENING OF BIDS

At the time and place set for the opening and reading of bids, or any time thereafter, each and every bid received prior to the time and day set for the receipt of bids will be publicly opened and read. The City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

The public reading of each bid will include the following information:

a. The name and business location of the bidder.

b. The nature and amount of the bid security furnished by bidder.

c. The bid amount.

Bidders or their representatives and other interested persons may be present at the opening of the bids. The City may, in its sole discretion, elect to postpone the opening of the submitted Bids. The City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

21. WITHDRAWAL OF BID

Any bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to City within five (5) working days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq*., or as otherwise may be allowed with the consent of the City.

22. BIDDERS INTERESTED IN MORE THAN ONE BID

No Bidder shall be allowed to make, file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

23. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The City will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

24. PREVAILING WAGES

The City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available at the City or may be obtained online at http://www.dir.ca.gov . Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

25. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall

be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

26. INSURANCE REQUIREMENTS

Prior to commencing work, the successful bidder shall purchase and maintain insurance as set forth in the General Conditions.

27. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

The successful bidder will be required to furnish a Labor and Material Payment Bond and a Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of City, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to City within ten (10) working days from the date the City provides the successful bidder with the Notice of Award.

28. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents.

29. FILING OF BID PROTESTS

Bidders may file a “protest” of a Bid with the City of Milpitas City Engineer. In order for a Bidder’s protest to be considered valid, the protest must:

a. Be filed in writing within five (5) calendar days after the bid opening date;

b. Clearly identify the specific irregularity or accusation;

c. Specify in detail the grounds for protest and the facts supporting the protest; and

d. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the City may reject the protest without further review.

If the protest is timely and complies with the above requirements, the City Engineer, or other designated City staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The City Engineer will provide a written decision to the protestor.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

30. BASIS OF AWARD; BALANCED BID

The City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Total Base Bid alone unless otherwise set forth in the Notice Inviting Bids.

The City may reject any Bid which, in its opinion when compared to other Bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

31. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have fourteen (14) calendar days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run twenty-one (21) calendar days from the date of the Notice of Award. Once the City receives all of the properly drafted and executed documents, certifications from the Bidder, and any other documents as maybe specified in the Contract Documents, the City shall issue a Notice to Proceed to that Bidder.

32. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

END OF INSTRUCTION TO BIDDERS

00 41 43 – BID FORMS

1. BID ACKNOWLEDGMENT

NAME OF BIDDER: _____

To the Honorable City Council of the City of Milpitas, attn City Clerk:

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

2024 STREET SEALING PHASE 2 PROJECT, CIP NO. 4305

a. We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Contract Documents for the Total Bid Price indicated herein.

b. The undersigned agrees that this Bid constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

c. The undersigned has by careful examination of the Contract Documents and any addenda thereto, and by examination of the actual Site conditions, satisfied itself as to the nature and location of all Work, the plans and specifications, and the general and local conditions to be encountered in the performance of any Work, the requirements of the Contract and all other matters which can in any way affect the Work or the cost thereof.

d. The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

List Addenda No's. _____

e. Attached hereto and by this reference incorporated herein and made a part of this Bid are the following forms which have been completed and executed by undersigned Bidder:

   a) Designation of Subcontractors form.

   b) Bidder Information and Experience form.

   c) Noncollusion Declaration form.

   d) Iran Contracting Act Certification form.

   e) Public Works Contractor Registration Certification form.

f) Attached is the completed Wage Theft Certification form.

g) Contractor's Certificate Regarding Workers' Compensation form.

h) Bid Guarantee in the amount of not less than 10% of the Total Bid Price.

f. If awarded a contract, the undersigned hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within fourteen (14) days after the City provides the successful bidder with the Notice of Award.

g. Upon receipt of the signed contract and other required documents, the contract will be executed by the City, after which the City will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

h. Bidder is an individual _____, or corporation _____, or partnership _____, organized under the laws of the State of _____.

i. Bidder represents and confirms that license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

_____

_____

_____

If the Bidder is a joint venture, <u>each</u> member of the joint venture must include the required licensing information.

(SIGNATURES CONTINUED ON NEXT PAGE)

j. The undersigned that the representations made herein are true and correct and all of the information submitted in connection with this Bid are made under penalty of perjury under the laws of the State of California.

Executed at _____, on this ____ day of _____, _____.

(Bidder's Name – Print or Type)

_____
(Name and Title)

(Corporate Seal)

_____
(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name _____ Title _____

Complete Address _____

Phone _____ Fax _____

Name _____ Title _____

Complete Address _____

Phone _____ Fax _____

Name _____ Title _____

Complete Address _____

Phone _____ Fax _____

Name _____ Title _____

Complete Address _____

Phone _____ Fax _____

2. BID SCHEDULE

BID ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	TOTAL ITEM PRICE
1.	MOBILIZATION (5% Maximum)	LS	1		
2.	NEIGHBORHOOD NOTIFICATION	LS	1		
3.	TRAFFIC CONTROL (10% Maximum)	LS	1		
4.	MONUMENT REFERENCING (INCL. PRE-CONSTRUCTION AND POST CONSTRUCTION	LS	1		
5.	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1		
6.	HOT MIX ASPHALT (TYPE A)	TON	523		
7.	BASE REPAIR (2" THICK)	SQ FT	20,721		
8.	ASPHALT CONCRETE GRINDING (2" THICK)	SQ YD	4,652		
9.	CRACK AND SLURRY	SQ YD	34,443		
10.	CAPE SEAL	SQ YD	57,181		
11.	SIDEWALK REPAIR	SF	432		
12.	CURB AND GUTTER REPAIR	LF	33		
13.	INSTALL CURB RAMP (PER CALTRANS STANDARD DRAWINGS)	EA	34		
14.	WET SET DETECTABLE WARNING SURFACE	EA	1		
15.	ADJUST MONUMENT COVER TO GRADE	EA	6		
16.	ADJUST WATER VALVE TO GRADE	EA	7		
17.	ADJUST STORM SEWER MANHOLE TO GRADE	EA	6		
18.	ADJUST STORM DRAIN MANHOLE TO GRADE	EA	3		
19.	TRAFFIC LINE (DETAIL 9)	LF	5,599		
20.	TRAFFIC LINE (DETAIL 21)	LF	5,244		

21.	TRAFFIC LINE (DETAIL 25)	LF	2,433		
22.	TRAFFIC LINE (DETAIL 27B)	LF	5,891		
23.	TRAFFIC LINE (DETAIL 29)	LF	19		
24.	TRAFFIC LINE (DETAIL 32)	LF	5233		
25.	TRAFFIC LINE (DETAIL 37B)	LF	329		
26.	TRAFFIC LINE (DETAIL 38)	LF	773		
27.	TRAFFIC LINE (DETAIL 38A)	LF	1,352		
28.	TRAFFIC LINE (DETAIL 39)	LF	12,530		
29.	TRAFFIC LINE (DETAIL 39A)	LF	1,439		
30.	TRAFFIC LINE (12" WHITE CROSSWALK LINE)	LF	4,158		
31.	TRAFFIC LINE (12" YELLOW CROSSWALK LINE)	LF	1,684		
32.	TRAFFIC LINE (12" WHITE STOP BAR)	LF	1,409		
33.	TRAFFIC LINE (24" YELLOW CONTINENTAL)	LF	2,231		
34.	TRAFFIC LINE (24" WHITE CONTINENTAL)	LF	1,689		
35.	TRAFFIC LINE(12” WHITE DIAGONAL)	LF	43		
36.	TRAFFIC LINE (YIELD LINE/TRIANGLES)	SF	99		
37.	PAVEMENT MARKING (GREEN)	SF	4,853		
38.	PAVEMENT MARKING (STOP)	EA	47		
39.	PAVEMENT MARKING (SCHOOL)	EA	1		
40.	PAVEMENT MARKING (SLOW)	EA	1		
41.	PAVEMENT MARKING (XING)	EA	1		
42.	PAVEMENT MARKING (KEEP CLEAR)	EA	2		
43.	PAVEMENT MARKING (BIKE SYMBOL WITH ARROW)	EA	96		
44.	PAVEMENT MARKING (TYPE III ARROW)	EA	69		
45.	PAVEMENT MARKING (“25”)	EA	1		

46.	PAVEMENT MARKING (“35”)	EA	4		
47.	PAVEMENT MARKING (AHEAD)	EA	2		
48.	PAVEMENT MARKING (SIGNAL)	EA	1		
49.	BLUE REFLECTIVE RAISED PAVEMENT MARKER	EA	36		
50.	RED CURB	LF	3,163		
51.	ROADSIDE SIGN AND POST	EA	2		
52.	ROADSIDE SIGN	EA	31		
53.	RELOCATE EXISTING SIGN AND POST	EA	1		
54.	PORTABLE CHANGEABLE MESSAGE SIGN	EA	8		
55.	APS CABINET CONTROL UNIT	EA	3		
56.	REMOVE PPB AND INSTALL APS	EA	21		
58.	REPLACE CONCRET WITH DECOMPOSTED GRANITE IN PLANTER AREAS	SF	752		
				TOTAL BASE BID PRICE	

Bidders must provide pricing for every bid item. The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Total Item Price set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the “Item Price” column, then the amount set forth in the “Item Price” column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

If the Contract Documents specify Alternate Bid items, the following Alternate Bid amounts shall be added to or deducted from the Total Bid Price entered above (please check the appropriate box), in the City's sole discretion. The City can choose to include any, all, or none of the Alternate Bid items in the Work. If the City selects any of the Alternate Bid items, the corresponding Alternate Bid prices shall be added to or deducted from Base Bid Price for the Work. The City can award/select Alternate Bid items at any time(s).

BID SCHEDULE: ADDITIVE ALTERNATE NO.1 (AREA 5-1)

BID ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	TOTAL ITEM PRICE
1.	MOBILIZATION (5% Maximum)	LS	1		
2.	NEIGHBORHOOD NOTIFICATION	LS	1		
3.	TRAFFIC CONTROL (10% Maximum)	LS	1		
4.	MONUMENT REFERENCING (INCL. PRE-CONSTRUCTION AND POST CONSTRUCTION	LS	1		
5.	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1		
7.	BASE REPAIR (2" THICK)	SQ FT	3,959		
10.	CAPE SEAL	SQ YD	12,060		
13.	INSTALL CURB RAMP (PER CALTRANS STANDARD DRAWINGS)	EA	5		
15.	ADJUST MONUMENT COVER TO GRADE	EA	1		
17.	ADJUST STORM SEWER MANHOLE TO GRADE	EA	1		
18.	ADJUST STORM DRAIN MANHOLE TO GRADE	EA	1		
20.	TRAFFIC LINE (DETAIL 21)	LF	100		
30.	TRAFFIC LINE (12" WHITE CROSSWALK LINE)	LF	332		
32.	TRAFFIC LINE (12" WHITE STOP BAR)	LF	86		

33.	TRAFFIC LINE (24" YELLOW CONTINENTAL)	LF	495		
36.	TRAFFIC LINE (YIELD LINE/TRIANGLES)	SF	72		
38.	PAVEMENT MARKING (STOP)	EA	2		
49.	BLUE REFLECTIVE RAISED PAVEMENT MARKER	EA	3		
50.	RED CURB	LF	255		
52.	ROADSIDE SIGN	EA	2		
54.	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2		
	TOTAL ADDITIVE ALTERNATE NO.1				

BID SCHEDULE: ADDITIVE ALTERNATE NO.2 (AREA 5-2)

BID ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	TOTAL ITEM PRICE
1.	MOBILIZATION (5% Maximum)	LS	1		
2.	NEIGHBORHOOD NOTIFICATION	LS	1		
3.	TRAFFIC CONTROL (10% Maximum)	LS	1		
4.	MONUMENT REFERENCING (INCL. PRE-CONSTRUCTION AND POST CONSTRUCTION	LS	1		
5.	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1		
6.	HOT MIX ASPHALT (TYPE A)	TON	116		
7.	BASE REPAIR (2" THICK)	SQ FT	640		
8.	ASPHALT CONCRETE GRINDING (2" THICK)	SQ YD	1,031		

13.	INSTALL CURB RAMP (PER CALTRANS STANDARD DRAWINGS)	EA	2		
15.	ADJUST MONUMENT COVER TO GRADE	EA	1		
16.	ADJUST WATER VALVE TO GRADE	EA	2		
17.	ADJUST STORM SEWER MANHOLE TO GRADE	EA	1		
18.	ADJUST STORM DRAIN MANHOLE TO GRADE	EA	1		
30.	TRAFFIC LINE (12" WHITE CROSSWALK LINE)	LF	106		
36.	TRAFFIC LINE (YIELD LINE/TRIANGLES)	SF	24		
49.	BLUE REFLECTIVE RAISED PAVEMENT MARKER	EA	1		
50.	RED CURB	LF	74		
52.	ROADSIDE SIGN	EA	1		
	TOTAL ADDITIVE ALTERNATE NO.2				

BID SCHEDULE: ADDITIVE ALTERNATE NO.3 (AREA 5-3)

BID ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	TOTAL ITEM PRICE
1.	MOBILIZATION (5% Maximum)	LS	1		
2.	NEIGHBORHOOD NOTIFICATION	LS	1		
3.	TRAFFIC CONTROL (10% Maximum)	LS	1		
4.	MONUMENT REFERENCING (INCL. PRE-CONSTRUCTION AND POST CONSTRUCTION	LS	1		

5.	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1		
7.	BASE REPAIR (2" THICK)	SQ FT	2,868		
10.	CAPE SEAL	SQ YD	7,884		
13.	INSTALL CURB RAMP (PER CALTRANS STANDARD DRAWINGS)	EA	20		
20.	TRAFFIC LINE (DETAIL 21)	LF	250		
30.	TRAFFIC LINE (12" WHITE CROSSWALK LINE)	LF	1,494		
32.	TRAFFIC LINE (12" WHITE STOP BAR)	LF	96		
36.	TRAFFIC LINE (YIELD LINE/TRIANGLES)	SF	192		
38.	PAVEMENT MARKING (STOP)	EA	5		
49.	BLUE REFLECTIVE RAISED PAVEMENT MARKER	EA	3		
50.	RED CURB	LF	438		
52.	ROADSIDE SIGN	EA	10		
54.	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2		
57.	VALLEY GUTTER REPAIR	SF	514		
	TOTAL ADDITIVE ALTERNATE NO.3				

BID SCHEDULE: ADDITIVE ALTERNATE NO.4 (STRICKROTH PARK)

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	TOTAL ITEM PRICE
1.	MOBILIZATION (10% MAX)	LS	1		
2A.	ASPHALT CONCRETE GRINDING (2.5" THICK)	SQYD	1450		
2B.	HOT MIX ASPHALT (TYPE A)	TON	210		

3.	REMOVE AND REPLACE HEADER BOARD	LF	2500		
4.	ROOT BARRIER	LF	500		
5.	SIDEWALK REMOVAL AND REPLACEMENT	SF	355		
6.	BASE REPAIR (4" THICK)	SF	2037		
	TOTAL ADDITIVE ALTERNATE NO.4				

3. LIST OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

As stated in the Instructions to Bidders, Bidder is required to complete at least 50% of the contract value with its own forces. Bidder shall indicate the value of each subcontractor's work and the sum may not exceed the allowable amount.

Work to be done by Subcontractor	**Name of Subcontractor**	**Location of Business**	**CSLB Contractor License No.**	**DIR Registration Number**	**% of the Work**

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of the Work

(Attach additional sheets if necessary)

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

4. BIDDER INFORMATION AND EXPERIENCE FORM

    a. INFORMATION ABOUT BIDDER

NOTE: Indicate not applicable ("N/A") where appropriate. If Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

a) Name of Bidder: _____

b) Type, if Entity: _____

c) Bidder Address: _____

_____

_____

Facsimile Number Telephone Number

_____

Email Address

d) How many years has Bidder's organization been in business as a Contractor? _____

e) How many years has Bidder's organization been in business under its present name? _____

f) Under what other or former names has Bidder's organization operated? _____

g) If Bidder's organization is a corporation, answer the following:

i. Date of Incorporation: _____

ii. State of Incorporation: _____

iii. President's Name: _____

iv. Vice-President's Name(s): _____

_____

v. Secretary's Name: _____

vi. Treasurer's Name: _____

1.0 If an individual or a partnership, answer the following:

1.1. Date of Organization: _____

1.2. Name and address of all partners (state whether general or limited partnership):

_____

_____

_____

2.0 If other than a corporation or partnership, describe organization and name principals:

_____

_____

3.0 List other states in which Bidder's organization is legally qualified to do business.

_____

_____

4.0 What type of work does the Bidder normally perform with its own forces?

_____

_____

5.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

_____

_____

6.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

_____

_____

7.0 List Trade References:

_____

_____

_____

_____

8.0 List Bank References (Bank and Branch Address):

_____

_____

_____

_____

9.0 Name of Bonding Company and Name and Address of Agent:

_____

_____

_____

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B. LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects.**]

Project Name, & Owner Contact Information	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

C. LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Project Name, & Owner Contact Information	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

_____

_____

_____

2. Summarize each person's specialized education:

_____

_____

_____

3. List each person's years of construction experience relevant to the project:

_____

_____

_____

4. Summarize such experience:

_____

_____

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder

Signature

Name

Title

Date

5. NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Name of Bidder_____

Signature_____

Name_____

Title_____

6. IRAN CONTRACTING ACT CERTIFICATION.
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq*.) is true and correct:

☐ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signature:_____

Printed Name:_____

Title:_____

Firm Name:_____

Date:_____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

7. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

a. Name of Bidder: _____

b. DIR Registration Number: _____

c. DIR Registration Expiration: _____

d. Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

a) Bidder shall maintain a current DIR registration for the duration of the project.

b) Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

c) Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

d) Name of Bidder _____

e) Signature _____

f) Name and Title _____

Dated _____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

8. Wage Theft Certification

The Bidder certifies subject to penalty for perjury that the option checked below relating to the Bidder and its subcontractors' status in regard to wage theft is true and correct:

☐ Neither the Bidder nor any of its subcontractors have been found by a final court order or administrative action of an investigatory government agency to have violated federal, state or local wage and hour laws, including but not limited to the federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance, within the past five (5) years from the bid submission deadline.

☐ The Bidder or its subcontractors have been found by a final court order or administrative action of an investigatory government agency to have violated federal, state or local wage and hour laws, including but not limited to the federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance, within the past five (5) years from the bid submission deadline. For each violation, the Bidder shall provide a copy of (i) the final court order and/or final administrative decision/action; and (ii) documents demonstrating either that the order/decision/action has been fully satisfied, or if the order/decision/action has not been fully satisfied, documents evidencing a payment or other alternative plan approved by the court/government agency to satisfy the order/decision/action and proof that the Bidder or its subcontractors are in compliance with that plan as of the bid submission deadline.

☐ The City has exempted the Bidder from the requirements of the City of Milpitas Wage Theft Procurement Policy.

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

9. Contractor's Certificate Regarding Workers' Compensation.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

10. Bid Bond

Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the City of Milpitas, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20 ____, for Street Sealing 2024 Phase 2 Project, CIP No. 4305

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporation.

(Corporate Seal)

_____

Contractor/Principal

By _____

Title _____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

00 52 13 – CONTRACT

This CONTRACT, No._____is made and entered into this ____ day of _____, _____, by and between City of Milpitas, sometimes hereinafter called "City," and _____, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

2024 STREET SEALING PHASE 2 PROJECT, CIP NO. 4305

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **One Hundered Forty 140 Calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work

3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of

_____ Dollars ($_____). Payment shall be made as set forth in the General Conditions.

4. LIQUIDATED DAMAGES.

In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

5. COMPONENT PARTS OF THE CONTRACT.

The "Contract documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Form
Bid Bond
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor Registration Certification
Wage Theft Certification
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Conditions
Technical Specifications
Addenda
Plans and Drawings
Caltrans Standard Specifications, except Division 1
Caltrans Standard Plans
Applicable Local Agency Standards and Specifications, as last revised
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

a. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

b. INDEMNIFICATION. Contractor shall provide indemnification and defense as set forth in the General Conditions.

c. **PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Administrative Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

d. WAGE THEFT PREVENTION.

a) Contractor, and any subcontractor it employs to complete work under this Contract, 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 CONTRACT, 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 CONTRACT 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 CONTRACT.

c) If at any time during the term of this Contract, 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 Contract 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 Contract 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 Contract. Such breach may serve as a basis for immediate termination of this Contract and/or any other remedies available under this Contract 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 Contract and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

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IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF MILIPITAS

By _____
Ned Thomas, City Manager

_____
Date

[INSERT NAME OF CONTRACTOR]

By: _____

Its: _____

Printed Name: _____

(CONTRACTOR'S SIGNATURE MUST BE NOTARIZED AND CORPORATE SEAL AFFIXED, IF APPLICABLE)

APPROVED AS TO FORM:

By: _____
Christopher Creech, Acting City Attorney

APPROVED:

By: _____
Luz Cofresi-Howe
Finance Director/Risk Manager

APPROVED AS TO CONTENT:

By: _____
Christian Di Renzo, Public Works Director

END OF CONTRACT

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

00 61 13 – BOND FORMS

1. Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Milpitas, (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for 2024 Street Sealing Phase 2 Project No. 4305, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under

the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

a. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

b. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

c. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

(Corporate Seal)

_____
Contractor/Principal

By _____

Title _____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

(The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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Number of Pages

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Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

2. Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Milpitas (hereinafter designated as the "City"), by action taken or a resolution passed _____ , 20_____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: Street Sealing 2024 Phase 2 Project No. 4305 (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any

fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/Principal

By _____

Title _____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

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Title or Type of Document

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Number of Pages

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Date of Document

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Signer(s) Other Than Named Above

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Signer is representing:
Name Of Person(s) Or Entity(ies)

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DESCRIPTION OF ATTACHED DOCUMENT

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Title or Type of Document

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Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

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00 72 13 – GENERAL CONDITIONS

ARTICLE 1 DEFINED TERMS

Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.

2. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.

3. Additional Work -- New or unforeseen work will be classified as "Additional Work" when the City's Representative determines that it is not covered by the Contract.

4. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.

5. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.

6. Bidder -- The individual or entity who submits a Bid directly to the City.

7. Caltrans Standard Specifications - Standard Specifications of the State of California, Department of Transportation, 2023. Any reference therein to a State agency or officer shall be interpreted as if the corresponding City office or agent acting under this contract were so specified.

8. Caltrans Standard Plans - Standard plans of the State of California, Department of Transportation, 2023. All metric measurements or quantities in the Caltrans Standard Plans shall be disregarded, and equivalent United States measures used.

9. Change Order ("CO") -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.

10. Change Order Request ("COR") -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work. This term may also be referred to as a Change Order Proposal ("COP"), or Request for Change ("RFC").

11. City -- The City of Milpitas.

12. City Council, Council -- The City Council of the City.

13. City's Representative -- The individual or entity as identified in the Special Conditions to act as the City's Representative.

14. Claim -- A demand or assertion by the City or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

15. Contract -- The entire integrated written agreement between the City and Contractor concerning the Work. "Contract" may be used interchangeably with "Agreement" in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

16. Contract Documents -- The documents listed in Section 00 52 13, Article 5. Some documents provided by the City to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.

17. Contract Price -- Amount to be paid by the City to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents and including all applicable taxes and costs.

18. Contract Times -- The number of days or the dates stated in the Contract Documents to achieve defined Milestones, if any; and to complete the Work so that it is ready for final payment.

19. Contractor -- The individual or entity with which the City has contracted for performance of the Work.

20. Contractor's Designated On-Site Representative -- The Contractor's Designated On-Site Representative will be as identified in Section 00 72 13, Article 3 and shall not be changed without prior written consent of the City.

21. Daily Rate -- The Daily Rate stipulated in the Contract Documents as full compensation to the Contractor due to the City's unreasonable delay to the Project that was not contemplated by the parties.

22. Day -- A calendar day of 24 hours measured from midnight to the next midnight.

23. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.

24. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.

25. Drawings -- That part of the Contract Documents prepared by of the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

26. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

27. Engineer, whenever not qualified, shall mean the City Engineer or its designee, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them. On all questions concerning the acceptance of materials, machinery, the classifications of material, the execution of work, conflicting interest of the contractors performing related work and the determination of costs, the decision of the Engineer, duly authorized by the City Council, shall be binding and final upon both parties.

28. Engineer of Record -- The individual, partnership, corporation, joint venture, or other legal entity named as such in Section 00 73 13, Article 1.1. or any succeeding entity designated by the City.

29. Hazardous Waste -- The term “Hazardous Waste” shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time or, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a class I, class II, or class III disposal site in accordance with provisions of existing law, whichever is more restrictive.

30. Holiday – The Holidays are defined as legal Federal, State, and City holidays including:

    New Year’s Day - January 1
    Martin Luther King Jr.'s Birthday – Third Monday in January
    President’s Day – Third Monday in February
    Cesar Chavez Day – March 31
    Memorial Day - Last Monday in May
    Independence Day - July 4
    Labor Day - First Monday in September
    Veteran’s Day - November 11
    Thanksgiving Day - Fourth Thursday in November
    Friday after Thanksgiving
    Christmas Eve – December 24
    Christmas Day - December 25

    If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

31. Notice of Award -- The written notice by the City to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the City will sign and deliver the Contract.

32. Notice of Completion -- The form which may be executed by the City and recorded by the county where the Project is located constituting final acceptance of the Project.

33. Notice to Proceed -- A written notice given by the City to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.

34. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

35. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.

36. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.

37. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

38. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

39. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.

40. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the City for performance of any portion of the Work at the Site.

41. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.

42. Successful Bidder -- The Bidder submitting a responsive Bid to whom the City makes an award.

43. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.

44. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

45. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its bid or as adjusted in accordance with the Contract Documents.

46. Warranty -- A written guarantee provided to the City by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this State, whichever is longer.

47. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 2 CONTRACT DOCUMENTS

1. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

2. **Interpretations.** The Contract Documents are intended to be fully cooperative and complementary. If the Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

    a. Change Orders

    b. Contract

    c. Addenda

    d. Special Conditions

    e. Technical Specifications

    f. Plans (Contract Drawings)

    g. General Conditions

    h. Instructions to Bidders

    i. Notice Inviting Bids

    j. Contractor's Bid Forms

    k. City Standard Specifications

    l. City Standard Drawings

    m. Caltrans Standard Specifications, except Division 1

    n. Caltrans Standard Plans

    o. Reference Documents

    With reference to the Drawings, the order of precedence shall be as follows:

a. Figures govern over scaled dimensions

b. Detail drawings govern over general drawings

c. Addenda or Change Order drawings govern over Contract Drawings

d. Contract Drawings govern over Standard Drawings

e. Contract Drawings govern over Shop Drawings

3. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality, and most expensive shall always apply.

4. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Project Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3 PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION

Before any Work at the site is started, a conference attended by the City, Contractor, City's Representative, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

At this conference the City and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

ARTICLE 4 CONTRACT DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, **five (5)** copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents, including submittals, at the Project site.

ARTICLE 5 EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK

1. **Examination of Contract Documents.** Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

2. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

3. **Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.

4. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 6 EXISTENCE OF UTILITIES AT THE WORK SITE

1. The City has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.

2. Unless indicated otherwise on the Plans and Specifications, no excavations were made to verify the locations shown for underground utilities. The service connections to these utilities may not be shown on the Plans. Any connections shown on the Plans are general locations. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the City in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.

3. If applicable, all water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.

4. Notwithstanding the above, pursuant to section 4215 of the Government Code, the City has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for Bids, the City shall assume the responsibility for their timely removal, relocation, or protection.

5. Contractor, except in an emergency, shall contact the appropriate regional notification center (USA North), Northern California Underground Service Alert at 811 or 1-800-227-2600 or on-line at usanorth811.org at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the City has been given the identification number by the Contractor.

ARTICLE 7 SOILS INVESTIGATIONS

1. Reports and Drawings. The Special Conditions identify:

    a. those reports known to the City of explorations and tests of subsurface conditions at or contiguous to the site; and

    b. those drawings known to the City of physical conditions relating to existing surface or subsurface structures at the site (except Underground Facilities).

2. Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, which were expressly not created or obtained to evaluate or assist in the evaluation of constructability, and are not Contract Documents. Contractor shall make its own interpretation of the "technical data" and shall be solely responsible for any such interpretations. Except for reliance on the accuracy of such "technical data," Contractor may not rely upon or make any claim against the City, City's Representative, or Engineer of Record, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

    a. the completeness of such reports and drawings for Contractor's purposes, including without limitation any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

    b. other data, interpretations, opinions, conclusions and information contained in such reports or shown or indicated in such drawings; or

    c. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

ARTICLE 8 CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the City. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the Contractor. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 9 WORKERS

1. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

2. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

ARTICLE 10 INDEPENDENT CONTRACTORS

Contractor shall be an independent contractor for the City and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of City and are not entitled to benefits of any kind normally provided employees of City, including but not limited to, state unemployment compensation or workers' compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

ARTICLE 11 SUBCONTRACTS

1. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.

2. The City reserves the right to accept all subcontractors. The City's acceptance of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

3. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

ARTICLE 12 VERIFICATION OF EMPLOYMENT ELIGIBILITY

By executing this Contract, Contractor 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 subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of the Contractor or its subcontractors,

sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 13 REQUESTS FOR SUBSTITUTION

1. For the purposes of this provision, the term “substitution” shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Standard Specifications or otherwise referenced herein.

2. Pursuant to Public Contract Code section 3400(b), the City may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.

3. Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in the Contract Documents. However, the City has adopted uniform standards for certain materials, processes, and articles.

4. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any “or equal” material, process, or article no later than fifteen (15) calendar days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the City, the Contractor shall provide the material, method or service specified herein. The City shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. The Engineer has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.

5. Substantiating data as described above shall include, at a minimum, the following information:

    a. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.

    b. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.

c. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.

d. Information detailing the durability and lifecycle costs of the proposed substitution.

6. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related the same substitution request resulting from the Contractor's failure to initially submit a complete package.

7. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor's failure to provide substitution requests at the time and in the manner described herein.

8. The Contractor shall bear the costs of all City work associated with the review of substitution requests.

9. If substitution requests approved by the Engineer require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

ARTICLE 14 SHOP DRAWINGS

1. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in its own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop drawings, calculations, schedules, and materials list, and all other provisions required by the Contract Documents. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the transmittal letter of the submittal.

2. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written acceptance. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 15 SUBMITTALS

1. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Contract Documents. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

2. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.

3. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 16 MATERIALS

1. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

2. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

3. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.

4. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the City free from any claims, liens, or charges.

5. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the City or any independent contractor.

6. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the City shall not be liable for Contractor's failure to so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Form, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.

7. The City shall provide compensation for actual quantities of materials installed in accordance with the Contract Documents and at the price set forth in the Contractor's bid and/or executed change order. The City is not obligated to pay for materials stored on/off site but not yet installed in accordance with the Contract Documents.

ARTICLE 17 PERMITS AND LICENSES

1. Contractor shall obtain all other necessary permits and licenses for the construction of the Project, including encroachment permits, and shall pay all fees required by law and shall comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of public health and safety. Before acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the City. Any construction permits required by City for performing any work on this project will be issued by City at no charge to Contractor. Contractor and all subcontractors shall maintain a City business license at all times they are performing the Work.

ARTICLE 18 TRENCHES

1. **Trenches Five Feet or More in Depth.** Contractor shall submit to the Engineer at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the “competent person” as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The “competent person” shall prepare and provide daily trenching/excavation inspection reports to the Engineer. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.

2. **Excavations Deeper than Four Feet.** If the Work involves excavating trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly, and before the excavation is further disturbed, notify the City in writing of any of the following conditions:

    a. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

    b. Subsurface or latent physical conditions at the site differing from those indicated.

    c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract

    The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor’s cost of, or the time required for, performance of any part

of the Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 19 DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable City's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances, and provide the City Engineer with detailed records and quantities of the materials that were sent to recycling centers. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

ARTICLE 20 REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

ARTICLE 21 SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other sanitary facilities required by Cal/OSHA shall be the responsibility of the Contractor.

ARTICLE 22 AIR POLLUTION CONTROL

Contractor shall comply with all air pollution and dust control rules, regulations, ordinances and statutes, including, but not limited to, those required by the Air Quality Management District. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate

that the contents fully comply with the applicable material requirements. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall comply with the CARB's regulation regarding the use of off-road diesel fueled fleets, sections 2449, 2449.1, and 2449.2 of Title 13 of the California Code of Regulations. Contractor shall provide the City with a Certificate of Reported Compliance for all applicable vehicles used by Contractor or any subcontractor with diesel-fueled or alternative diesel fueled off-road compression-ignition engines with a maximum power of 25 horsepower or greater provided the vehicles cannot be registered and driven safely on-road or were not designed to be driven on-road, even if they have been modified so that they can be driven safely on road. Noncompliant fleets are prohibited from being used on the Project. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, it subcontractors or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

ARTICLE 23 LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense.

ARTICLE 24 TESTS AND INSPECTIONS

1. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and City inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

2. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

3. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

4. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.

5. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

6. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 25 PROTECTION OF WORK AND PROPERTY

1. The Contractor shall be responsible for all damages to persons or property that occurs as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the City. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

2. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the City. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the City and the Contractor.

ARTICLE 26 CONTRACTOR'S MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

ARTICLE 27 AUTHORIZED REPRESENTATIVES

The City shall designate representatives, who shall have the right to be present at the Project site at all times. The City may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 28 HOURS OF WORK

1. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

2. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

3. The Contractor shall pay to the City a penalty of twenty-five dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

4. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the City. Contractor shall also timely notify the City when work will be performed outside regular working hours or on weekends or holidays.

5. City will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits subject to city/county ordinance.

6. Refer to the most current version of the City of Milpitas Noise Abatement Ordinance, Ord. 196.6 of the Municipal Code Section V-213. It shall be unlawful for any person to engage or permit to engage in construction of any building or related road or walkway, pool, or landscape improvement or in the construction operations related thereto including to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 7:00 p.m., Monday through Sunday, unless otherwise approved by the City:

a. Powered Vehicles

b. Construction Equipment

c. Loading and Unloading Vehicles

d. Domestic Power Tools

ARTICLE 29 PAYROLL RECORDS; LABOR COMPLIANCE

1. Pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

2. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. 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.

3. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor 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 Contractor or any subcontractor.

4. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:

    a. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

    b. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

5. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

6. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or performing the contract shall not be marked or obliterated.

7. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars ($100.00) to the City for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

8. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 30 PREVAILING RATES OF WAGES

1. The Contractor is aware of the requirements of Labor Code sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *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. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the City's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

2. The Contractor shall forfeit as a penalty to the City not more than Two Hundred Dollars ($200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

3. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 31 PUBLIC WORKS CONTRACTOR REGISTRATION

Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the Department of Industrial Relations prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. 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.

ARTICLE 32 EMPLOYMENT OF APPRENTICES

1. Contractor and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.

2. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

3. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars ($100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.

4. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 33 NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to ensure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

Employment Eligibility; Contractor. By executing this Contract, Contractor 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a

violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for or referred to herein.

Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for herein.

Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for herein; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 34 DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

ARTICLE 35 LABOR/EMPLOYMENT SAFETY

The Contractor shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq*.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

The Contractor shall submit the Illness and Injury Prevention Program and a Project site specific safety program to the City prior to beginning Work at the Project site. Contractor shall maintain a

confined space program that meets or exceeds the City Standards. Contractor shall adhere to the City's lock out tag out program.

ARTICLE 36 INSURANCE

The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required hereunder. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause. Contractor shall furnish City with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms acceptable to the City. All certificates and endorsements must be received and approved by the City before Work commences.

1. **Additional Insureds; Waiver of Subrogation**. The City, its elected and appointed officials, officers, attorneys, agents employees and volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.

2. **Workers' Compensation Insurance**. The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.

3. **Employer's Liability Insurance**. Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars ($1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.

4. **Commercial General Liability Insurance**. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

    a. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.

    b. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

    c. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.

d. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

e. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

5. **Automobile Liability Insurance**. Contractor shall provide "occurrence" form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars ($1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the City. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

6. **Builder's Risk ["All Risk"]**. Not Applicable

7. **Contractor's Pollution Liability Coverage**. Not Applicable

8. Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by City. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.

ARTICLE 37 FORM AND PROOF OF CARRIAGE OF INSURANCE

1. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

2. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, agents, employees, and volunteers.

3. The Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

4. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5. City reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if, in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

6. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

ARTICLE 38 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

1. **Time for Completion/Liquidated Damages.** Time is of the essence in the completion of the Work. Work shall be commenced within **ten (10) Days** of the date stated in the City's Notice to Proceed and shall be completed by Contractor specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that the City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed as determined by the City. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

2. **Inclement Weather.** Contractor shall abide by the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule. The Contractor shall implement measures and make contingencies as may be required to protect the Work and to all allow Work to proceed during wet or inclement weather to prevent delay or stoppage.

3. Extension of Time Due to Weather Delays: The City and Contractor mutually agree that excusable delay events associated with the occurrence of inclement weather will be based only on conditions that were not foreseeable at the time the Contract was entered into. The Contractor's construction schedule shall include an allowance for the following schedule of expected weather delay days. If the Contractor encounters fewer inclement weather days per month or in total than shown below, then the City has the right to use the unencountered balance of days as an offset against any other claims for excusable delays or Owner-caused delays. Actual inclement weather days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. All Contractor claims for excusable delay due to excessive inclement weather shall be for critical path work only and must be supported by a Time Impact Analysis as described in Article 42. No additional compensation will be granted for an excusable delay.

Month	Calendar Days
January	6
February	6
March	7
April	4
May	3
June	1
July	0
August	1
September	2
October	2
November	3
December	5

Total Annual Inclement Weather Days	40

4. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the City in writing of causes of delay. The City shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

5. **No Damages for Reasonable Delay.** The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 39 SCHEDULE OF VALUES, COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the City:

1. When requested by the Engineer, and within ten (10) Days of Notice to Proceed with the Contract, the Contractor shall provide a Schedule of Values consisting of a detailed estimate giving a complete breakdown of the Contract price for each lump sum bid item in the Contract.

2. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.

3. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.

4. Following the City's Acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request.

5. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

ARTICLE 40 PROGRESS ESTIMATES AND PAYMENT

1. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include any amount earned for authorized extra work. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the City has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the remainder a further deduction may be made in accordance with Section B below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.

2. The Contractor shall provide an updated project schedule with each payment request.

3. The City may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:

    a. Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.

    b. Defective work not remedied.

    c. Failure of Contractor to make proper payments to his subcontractor or for material or labor.

    d. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.

    e. Damage to another contractor or a third party.

    f. Amounts which may be due the City for claims against Contractor.

    g. Failure of Contractor to keep the record ("as-built") drawings up to date.

    h. Failure to provide update on construction schedule as required herein.

    i. Site cleanup.

    j. Failure to comply with Contract Documents.

    k. Liquidated damages.

    l. Legally permitted penalties.

4. The City may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (B)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the City shall be deemed the agent of Contractor and any payment so made by the City shall be considered as a payment made under contract by the City to Contractor and the City shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The City will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

5. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The City shall make the progress payment within 30 calendar days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the City to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Engineer exceeds the seven (7) Day requirement.

6. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the City.

ARTICLE 41 SECURITIES FOR MONEY WITHHELD

Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the City to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the City to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

ARTICLE 42 CHANGES AND EXTRA WORK.

1. Contract Change Orders

    a. The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. Except as otherwise provided herein, all such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

b. Contractor shall promptly execute changes in the Work as directed in writing by the City even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation shall be presented in writing. No claim will be considered after the Work in question has been completed unless a written Change Order has been issued or a timely written notice of claim has been made by Contractor.

c. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract.

d. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done.

e. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the work, including Additional Work, promptly and expeditiously.

f. Contractor shall make available to the City any of the Contractor's documents related to the Project immediately upon request of the City, as set forth in Article 52.

g. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

2. Contract Price Change.

a. Process for Determining Adjustments in Contract Price.

a) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract Price or Contract Time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the City, unless the City requests that proposals be submitted in less than seven (7) Days.

b) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.

c) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the City.

d) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the City, including but not limited to estimates and quotations from subcontractors or material suppliers, as the City may reasonably request. Contractor shall certify the accuracy of all Change Order Requests under penalty of perjury.

e) If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), the City has the right to order the Contractor in writing to commence the Work immediately on a time and materials basis and/or issue a lump sum change to the Contract Price and/or Contract Time in accordance with the City's estimate. If the change is issued based on the City's estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the City's estimate was in error.

3. Unit Price Change Orders.

    a. When the actual quantity of a Unit Price item is found to vary from the Bid Form, compensation for the change in quantity will be calculated by multiplying the actual quantity by the Unit Price. This calculation may result in either an additive or deductive Final Change Order pursuant to the Contract Documents. Contractor shall immediately inform the Engineer when the actual quantities vary from estimated quantities.

    b. No Mark up for Overhead and Profit. Because the Contract Unit Prices provided in the Bid Form include Overhead and Profit as determined by Contractor at the time of Bid submission, no mark up or deduction for Overhead and Profit will be included in Unit Price Change Orders.

    c. Bid items included on the Bid Form may be deducted from the Work in their entirety without any negotiated extra costs.

    d. Contractor acknowledges that unit quantities are estimates and agrees that the estimated unit quantities listed on the Bid Form will be adjusted to reflect the actual unit quantities which may result in an adjustment to the Contract Unit Prices. Such an adjustment will be made by execution of a final additive or deductive Change Order following Contractor's completion of the Work. Upon notification, Contractor's failure to respond within seven (7) Days will result in City's issuance of a unit quantity adjustment to the Contract Unit Prices and/or Contract Time in accordance with the Contract Documents.

4. Lump Sum Change Orders. Compensation for Lump Sum Change Orders shall be limited to expenditures necessitated specifically by the Additional Work, and shall be segregated as follows:

a. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such new classifications. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

b. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight, and delivery. Materials costs shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the City shall determine the materials cost, at its sole discretion.

c. Tool and Equipment Use. Costs for the use of small tools, which are tools that have a replacement value of $1,000 or less, shall be considered included in the Overhead and Profit mark-ups established below. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed.

5. Time and Materials Change Orders.

a. General. The term Time and Materials means the sum of all costs reasonably and necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Additional Work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items.

b. Timely and Final Documentation.

a) T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the City's Representative for an approval signature **each day** Additional Work is performed. Failure to get the City's Representative's approval signature each Day shall result in a waiver of Contractor's right to claim these costs. The City's Representative's signature on time sheets only serves as verification that the Work was performed and is not indicative of City's agreement to Contractor's entitlement to the cost.

b) T&M Daily Summary Sheets. All documentation of incurred costs ("T&M Daily Summary Sheets") shall be submitted by Contractor within **three (3) Days** of incurring the cost for labor, material, equipment, and special services as Additional Work is performed. Contractor's actual costs shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Each T&M Daily Summary Sheet shall include Contractor's actual costs incurred for the Additional Work performed that day and a cumulative total of Contractor's actual costs incurred for the Additional Work. Contractor's failure to provide a T&M Daily Summary Sheet showing a total cost summary within three (3) Days but within five (5) Days of performance of the Work will result in the Contractor's otherwise allowable overhead and profit being reduced by 50% for that portion of Additional Work which was not documented in a timely manner. Contractor's failure to submit the T&M Daily Summary Sheet within five (5) Days of performance of the Work will result in a total waiver of Contractor's right to claim these costs.

c) T&M Total Cost Summary Sheet. Contractor shall submit a T&M Total Cost Summary Sheet, which shall include total actual costs, within **seven (7) Days** following completion of City approved Additional Work. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Contractor's failure to submit the T&M Total Cost Summary Sheet within seven (7) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the T&M Summary Sheets or the performance of the Additional Work.

i. Labor. The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Work. The cost of labor will be the sum of the actual wages paid (which shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes) substantiated by timesheets and certified payroll for wages prevailing for each craft or type of workers performing the Additional Work at the time the Additional Work is done, and the labor surcharge set forth in the Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The labor surcharge shall constitute full compensation for all payments imposed by Federal, State, or local laws and for all other payments made to, or on behalf of, the workers, other than actual wages.

i. Equipment Operator Exception. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental.

ii. Foreman Exception. The labor costs for foremen shall be proportioned to all of their assigned work and only that

applicable to the Additional Work shall be paid. Indirect labor costs, including, without limitation, the superintendent, project manager, and other labor identified in the Contract Documents will be considered Overhead.

ii. Materials. The cost of materials reported shall be itemized at invoice or lowest current price at which materials are locally available and delivered to the Project site in the quantities involved, plus the cost of sales tax, freight, delivery, and storage.

i. Trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by Contractor.

ii. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the City's Representative.

iii. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on Additional Work items or the current wholesale price for such materials delivered to the Project site, whichever price is lower.

iv. If, in the opinion of the City's Representative, the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the Project site less trade discounts.

v. The City reserves the right to furnish materials for the Additional Work and no Claim shall be allowed by Contractor for costs of such materials or Indirect Costs or profit on City furnished materials.

iii. Equipment.

i. Rental Time. The rental time to be paid for equipment on the Project site shall be the time the equipment is in productive operation on the Additional Work being performed and, in addition, shall include the time required to move the equipment to the location of the Additional Work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the Additional Work, even though located at the site of the Additional Work.

(a) Rental Time Not Allowed. Rental time will not be allowed while equipment is inoperative due to breakdowns.

(b) Computation Method. The following shall be used in computing the rental time of equipment on the Project site.

(i) When hourly rates are paid, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.

(ii) When daily rates are paid, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation, and any part of an hour in excess of 4 hours will be considered one day of operation.

ii. Rental Rates. Contractor will be paid for the use of equipment at the lesser of (i) the actual rental rate, or (ii) the rental rate listed for that equipment in the California Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Contract was executed. Such rental rates will be used to compute payments for equipment whether the equipment is under Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate (i.e., daily, monthly) resulting in the least total cost to the City for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by the City's Representative. Contractor may furnish cost data which might assist the City's Representative in the establishment of the rental rate.

iii. Contractor-Owned Equipment.

(a) For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month.

(b) For Contractor-owned equipment, the rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation, unless, in the instance of standby time, the equipment could be actively used by Contractor on another project, then

City shall pay for the entirety of the time the equipment is on Site. It shall be Contractor's burden to demonstrate to the City that the equipment could be actively used on another project.

(i) All equipment shall, in the opinion of the City's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used.

(ii) Before construction equipment is used on the Additional Work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the City's Representative, in duplicate, a description of the equipment and its identifying number and the scheduled Additional Work activities planned.

(iii) Unless otherwise specified, manufacturer's rating and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

iv. Special Services. Special work or services are defined as that Additional Work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry.

i. Invoices for Special Services. When the City's Representative and Contractor determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the Additional Work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs, after validation of market values by the City's Representative.

ii. Discount and Allowance. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of Overhead and Profit specified herein, a total allowance not to exceed fifteen percent (15%) for Overhead and Profit will be added to invoices for Special Services.

iii. When the City determines, in its sole discretion, that competitive bidding is necessary for certain special services, Contractor shall solicit competitive bids for those special services.

v. Excluded Costs. The term Time and Material shall not include any of the following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by Contractor's allowance for Overhead and Profit.

i. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Additional Work;

ii. Office Expenses. Expenses of Contractor's principal and branch offices;

iii. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;

iv. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;

v. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents;

vi. Small Tools. Cost of small tools valued at less than $1,000 and that remain the property of Contractor;

vii. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;

viii. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;

ix. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the

Eichleay, Allegheny, burden fluctuation, or other similar methods;

x. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.

vi. Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:

i. "Net Cost" is defined as consisting of costs of labor, materials, and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide City with documentation of the costs, including, but not limited to, payroll records, invoices, and such other information as City may reasonably request.

ii. For Work performed by the Contractor's forces, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.

iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the subcontractor's Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor's Net Cost.

iv. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.

v. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by City exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.

vii. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings, field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary On-Site facilities (Offices, Telephones, High Speed Internet Access, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final Cleanup; Other Incidental Work; Related Warranties; insurance and bond premiums.

viii. For added or deducted Work by subcontractors, the Contractor shall furnish to the City the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.

ix. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the City a detailed record of the cost to the Contractor, signed by such vendor or supplier.

x. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

xi. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's change order form in an attempt to reserve additional rights.

xii. If the City disagrees with the proposal submitted by Contractor, it will notify the Contractor and the City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the City, a Change Order will be issued by the City. If no agreement can be reached, the City shall have the right to issue a unilateral Change Order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the City within fifteen (15) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order, and providing such supporting documentation for its position as the City may require.

B. **Change of Contract Times.**

1. The Contract Times may only be changed by a Change Order.

2. All changes in the Contract Price and/or adjustments to the Contract Times related to each change shall be included in Contractor's COR pursuant to this Article. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.

3. Notice of the amount of the request for adjustment in the Contract Times with supporting data shall be delivered within seven (7) Days after such start of occurrence, unless City's Representative allows an additional period of time to ascertain more accurate data in support of the request. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed.

4. City may elect, at City's sole discretion, to grant an extension in Contract Times, without Contractor's request, because of delays or other factors.

5. <u>Use of Float and Critical Path.</u>

   a. Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either the City or the Contractor.

   b. Contractor shall not be entitled to compensation, and City will not compensate Contractor, for delays which impact early completion. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float.

6. Contractor's entitlement to an extension of the Contract Times is limited to a City-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the

City-caused delay extends the critical path beyond the previously approved Contract Time. If approved, the increase in time required to complete the Work shall be added to the Contract Time.

a. Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

b. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions (as determined by the City), Acts of God, acts or failures to act of utility owners not under the control of City, or other causes not the fault of and beyond control of City and Contractor, then Contractor shall be entitled to an time extension when the Work stopped is on the critical path. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays. Contractor must submit a timely request in accordance with the requirements of this Article.

c. Utility-Related Delays.

i. Contractor shall immediately notify in writing the utility owner and City's Representative of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with this Article.

ii. Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents or by the Underground Service Alert survey.

7. Content for Requests for Contract Extension. Contractor's justification for entitlement shall be clear and complete citing specific Contract Document references and reasons on which Contractor's entitlement is based. At a minimum, each request for a time extension must include:

a. Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the Contractor is entitled to a time extension. Contractor must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be liable, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the

corresponding Contract Times, despite Contractor's reasonable and diligent actions to guard against those effects.

b. Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.

8. No Damages for Reasonable Delay.

a. City's liability to Contractor for delays for which City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.

b. City and City's Representative, and the officers, members, partners, employees, agents, consultants, or subcontractors of each of them, shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

9. Contractor's failure, neglect, or refusal to comply with the requirements of the Contract Documents, or any portion thereof, shall bar Contractor's request for extensions of the Contract Times. Such failure, neglect, or refusal prejudices City's and City's Representative's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for extensions of Contract Times, and whether such extensions may be warranted. Contractor hereby waives all rights to extensions of Contract Times due to delays or accelerations that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of this Article.

10. Contractors submission of daily construction reports and schedule updates in accordance with these Contract Documents is required for the evaluation of the merits of time extension request. Failure of the Contractor to submit daily construction reports and schedule updates shall constitute a waiver of its right to seek a time extension or additional compensation.

ARTICLE 43 FINAL ACCEPTANCE AND PAYMENT

1. Final Inspection. Upon written notice from Contractor that the entire Work is complete, the Engineer will promptly make a final inspection and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

2. Final Acceptance. After Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as-builts), and other documents required by the Contract Documents, the City shall execute and file with the County in which the Project is located a Notice of Completion, constituting final acceptance and completion of the Project, except as may be expressly noted.

3. Final Payment.

    a. Application for Payment. Upon execution of the Notice of Completion, Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied (except as previously delivered) by: all documentation called for in the Contract Documents, including but not limited to a fully completed Conditional Waiver and Release on Final Payment

    b. City's Review of Application and Acceptance. If, on the basis of the City's observation of the Work during construction and final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the City is satisfied that the Work has been completed and Contractor has satisfied all other requirements for final payment, the City will process the final payment appllication. Otherwise, the City will return the payment application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the application for payment.

    c. Payment Becomes Due. Within sixty (60) Days after the presentation to the City of the proper and complete final application for payment and accompanying documentation, the amount recommended by the Engineer, less any sum the City is entitled to set off pursuant to the Contract Documents, will become due and will be paid by the City to Contractor.

4. Waiver of Claims. The making and acceptance of final payment will constitute a waiver of all Claims by Contractor against the City other than those previously made in accordance with the requirements herein and expressly acknowledged by the City in writing as still unsettled.

ARTICLE 44 OCCUPANCY

The City reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract.This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 45 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the City's choosing), indemnify and hold harmless the City, officials, officers, agents, employees, and representatives, and each of them from and against:

1. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the City or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the City or its officials, officers, employees, or authorized volunteers.

2. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.

3. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;

4. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall immediately defend, at Contractor's own cost, expense and risk, with the City Council's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

ARTICLE 46 PROCEDURE FOR RESOLVING DISPUTES

Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 42, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice

of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

1. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.

2. **Claims.** For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 42 "Changes and Extra Work" has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 42, Changes and Extra Work, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than the date of final payment. The claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3. **Supporting Documentation.** The Contractor shall submit all claims in the following format:

    a. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

    b. List of documents relating to claim:

Specifications

Drawings

Clarifications (Requests for Information)

Schedules

Other

c. Chronology of events and correspondence

d. Analysis of claim merit

e. Analysis of claim cost

f. Time Impact Analysis in CPM format

4. **City's Response.** Upon receipt of a claim pursuant to this Article, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the City issues its written statement.

    a. If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three Days following the next duly publicly noticed meeting of the City's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

    b. Within 30 Days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than $15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

5. **Meet and Confer.** If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 Days of receipt of the City's response or within 15 Days of the City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

6. **Mediation.** Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

    a. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

    b. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

    c. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

    d. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

7. **Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

8. **Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of $375,000 or less:

a. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

b. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

9. **Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**

10. **Non-Waiver.** The City's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

ARTICLE 47 CITY'S RIGHT TO TERMINATE CONTRACT

1. Termination for Cause by the City:

a. In the sole estimation of the City, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the City may serve written notice upon the Contractor and its Surety of the City's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) calendar days unless such violations have ceased and arrangements satisfactory to the City have been made for correction of said violations.

b. In the event that the City serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform the Contract. If the Surety does not: (1) give the City written notice of Surety's intention to take over and commence performance of the Contract within 15 calendar days of the City's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of the Contract within 30 calendar days of the City's service of said notice upon Surety; then the City may take over the Work and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.

c. In the event that the City elects to obtain an alternative performance of the Contract as specified above: (1) the City may, without liability for so doing, take possession of and utilize in completion of the Work such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion (A special lien to secure the claims of the City in the event of such suspension is hereby created against any property of Contractor taken into the possession of the City under the terms hereof and such lien may be enforced by sale of such property under the direction of the City Council without notice to Contractor. The proceeds of the sale after deducting all expenses thereof and connected therewith shall be credited to Contractor. If the net credits shall be in excess of the claims of the City against Contractor, the balance will be paid to Contractor or Contractor’s legal representatives.); and (2) Surety shall be liable to the City for any cost or other damage to the City necessitated by the City securing an alternate performance pursuant to this Article.

2. Termination for Convenience by the City:

a. The City may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the City determines that a termination is in the City's interest.

b. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the Effective Date of such termination.

c. After receipt of Notice of Termination, and except as directed by the City's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

   a) Stop Work as specified in the Notice.

   b) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

   c) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

   d) Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.

   e) Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.

   f) Submit to the City's Representative, within ten (10) calendar days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the Effective Date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as “Termination Costs occasioned by the City's Termination for Convenience.”

3. Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.

4. In the event that the City exercises its right to terminate this Contract pursuant to this clause, the City shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, the following amounts:

a. All actual reimbursable costs incurred according to the provisions of this Contract.

b. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the City's Representative that it is reasonably probable that Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.

c. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Article.

5. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

ARTICLE 48 WARRANTY AND GUARANTEE OF WORK

1. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the City, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year from the date of the Notice of Completion of the Project without any expense whatever to the City, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor’s option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.

2. For any Work so corrected, Contractor’s obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as City may require verifying that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor’s failure to comply with the above-mentioned conditions within ten (10) calendar days after being notified in writing of required repairs, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor’s sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder immediately upon demand.

3. In addition to the warranty set forth in this Article, Contractor shall obtain for City all warranties that would be given in normal commercial practice and assign to City any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the City with all warranty and guarantee documents prior to final Acceptance of the Project by the City as required.

4. When specifically indicated in the Contract Documents or when directed by the Engineer, the City may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the City for installation by the Contractor to be voided or reduced, Contractor shall indemnify City from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the City for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.

5. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.

6. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the City shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.

7. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

8. Acceptance of Defective Work.

    a. If, instead of requiring correction or removal and replacement of Defective Work, the City prefers to accept it, City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to City's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.

    b. If any acceptance of defective work occurs prior to release of the Project Retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by City.

c. If the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to City.

d. If the acceptance of Defective Work occurs after release of the Project Retention, an appropriate amount will be paid by Contractor to City.

9. City May Correct Defective Work.

a. If Contractor fails within a reasonable time after written notice from City's Representative to correct Defective Work, or to remove and replace rejected Work as required by City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, City may, after seven (7) Days' written notice to Contractor, correct, or remedy any such deficiency.

b. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City and City's Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable City to exercise the rights and remedies to correct the Defective Work.

c. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by City correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions into the Contract Documents with respect to the Work; and City shall be entitled to an appropriate decrease in the Contract Price.

d. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.

e. If the Change Order is executed after all payments under the Contract have been paid by City and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to City.

f. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Contractor to City.

g. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to City correcting Defective work.

a) Nothing in the Warranty or in the Contract Documents shall be construed to limit the rights and remedies available to City at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

ARTICLE 49 DOCUMENT RETENTION & EXAMINATION

1. In accordance with Government Code section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

2. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.

3. In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

ARTICLE 50 SEPARATE CONTRACTS

1. The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

2. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.

3. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

ARTICLE 51 NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to City shall be addressed to the City as designated in the Notice Inviting Bids unless City designates another address in writing for service of notice. Notice shall

be effective upon receipt or five (5) calendar days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 52 NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code section 9201, the City shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The City is entitled to recover reasonable costs incurred in providing such notification.

ARTICLE 53 STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 54 INTEGRATION

1. **Oral Modifications Ineffective.** No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

2. **Contract Documents Represent Entire Contract.**The Contract Documents represent the entire agreement of the City and Contractor.

ARTICLE 55 ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the City. Any assignment or change of Contractor's name of legal entity without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 56 CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect City's rights under the Contract, including but not limited to the bonds.

ARTICLE 57 ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Public Contract Code section 7103.5, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all

causes of action it may have under Section 4 of the Clayton Act (15 USC, Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 58 PROHIBITED INTERESTS

No City official or representative who is authorized in such capacity and on behalf of the City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 59 CONTROLLING LAW

Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

ARTICLE 60 JURISDICTION; VENUE

Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of Santa Clara County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

ARTICLE 61 LAWS AND REGULATIONS

1. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, it shall bear all costs arising therefrom.

2. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

ARTICLE 62 PATENTS

Contractor shall hold and save the City, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this contract.

ARTICLE 63 OWNERSHIP OF CONTRACT DOCUMENTS

All Contract Documents furnished by the City are City property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the City on request at completion of the Work.

ARTICLE 64 NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

ARTICLE 65 SURVIVAL OF OBLIGATIONS

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

END OF GENERAL CONDITIONS

00 73 13 – SPECIAL CONDITIONS

1. Engineer of Record.

    a. For purposes of this Project, the Engineer of Record or Engineer shall be: Jacob Schramm, P.E., Kimley-Horn and Associates. He can be reached at 1-(650)-356-8205 or at Jacob.schramm@kimley-horn.com

2. Location of the Project.

    b) The project is located at the locations shown on sheet G-01 of the approved plans:

3. Status of the Project Area and Rights-of-Way.

    a. City, at its expense, will provide all rights-of-way or permits, or both, covering the crossing of private property and public and private rights-of-way necessary for the permanent Work; provided, however, Contractor shall, at its expense, obtain any bonds or insurance policies or pay any fees and enter into any agreements required by a controlling authority, *e.g.*, Caltrans or Southern Pacific Railroad Company, before Contractor enters upon any property or right-of-way under the jurisdiction of any such controlling authority for the purpose of performing Work.

    b. City has acquired or is negotiating to acquire any rights-of-way, or both, necessary for the permanent Work.

    c. If such permits are required, all operations of Contractor shall conform to the restrictions, regulations, and requirements set forth in said permits, copies of which will be included in the Contract Documents.

    d. Contractor may be required, as a condition for receiving final payment, to obtain, and provide City's Representative with copies of, executed damage releases from the owners of public and private property whose property has been damaged by the Work. The damage releases will be on a form provided by City.

    e. Contractor shall, also, as a condition for receiving final payment, obtain, and provide City's Representative with copies of, executed damage releases from the owners of certain public and private property or areas which have been crossed by the Work or otherwise affected by the Work. The damage releases will be on a form provided by City.

4. Site Data.

    NOT USED

5. Pre-Purchased or Pre-Negotiated Material.

NOT USED

6. Designation of City's Representative.

    a. Unless otherwise modified by City, City's Representative shall be Mohit Chaudhary, Associate Civil Engineer**.**

7. Project Retention

    In accordance with Public Contract Code § 7201, City will withhold 5% of each progress payment as retention on the Project.

8. Liquidated Damages Due to Contractor Delay.

    a. Time is of the essence. Should Contractor fail to complete all or any part of the Work within the time specified in the Contract Documents, City will suffer damage, the amount of which is difficult, if not impossible, to ascertain and, pursuant to the authority of Government Code section 53069.85, City shall therefore be entitled to **Four Thousand Eight Hundred Dollars $4,800** per Calendar Day as liquidated damages for each Day or part thereof that actual completion extends beyond the time specified.

    b. Liquidated damages may be deducted from progress payments due to Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent City, in case of Contractor's default, from terminating the Contractor.

9. Utility Outages – Notices to Residents.

    a. Should Contractor's operations require interruption of any utility service, Contractor shall notify City at least ten (10) Days prior to the scheduled outage. Contractor will notify all impacted residents on a form provided by City at least seven (7) Days prior to the scheduled outage.

    b. Contractor shall be responsible for providing, at its cost, any temporary utility or facilities necessitated by the utility outage.

10. Schedule Constraints.

NOT USED.

11. Safety Programs.

    NOT USED.

12. Coordination with Other Contractors.

NOT USED.

END OF SPECIAL CONDITIONS

01 00 00 – GENERAL REQUIREMENTS

1. GENERAL

    a. Description

        a) The 2024 Street Sealing Phase 2 project consists of rehabilitating various streets throughout the city within the limits as shown on the plans. Street Sealing shall include crack and slurry seal, cape seal, AC Dig out/Repair and Grind/Overlay where required. In addition, work will include minor concrete work; upgrading existing curb ramps to comply with current ADA requirements; curb and gutter repair; signing and striping; sidewalk repair; traffic signal modifications; and adjusting utility covers to finished grade shall all be completed according to these plans and all associated contract documents.

        b) The project is located at the locations shown on G-01on the approved plans. Refer to approved plans for more information.

2. (NOT USED)

3. EXECUTION

    a. Layout of Work and Quantity Surveys

        a) General. The Contractor shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work, and all necessary surveys to compute quantities of Work performed.

        b) City and/or the Engineer of Record has established primary control to be used by the Contractor for establishing lines and grades required for the Work.

        c) Primary control consists of benchmarks and horizontal control points in the vicinity of the Work. A listing and identification of the primary control is provided on the Drawings. Before beginning any layout work or construction activity, the Contractor shall check and verify primary control and shall advise the City Representative of any discrepancies.

d) Quantity surveys. The Contractor shall perform such surveys and computations as are necessary to determine quantities of Work performed or placed during each progress payment period, and shall perform all surveys necessary for the City Representative to determine final quantities of Work in place. The City Representative will determine final quantities based upon the survey data provided by the Contractor, and the design lines and grades. If requested by the City Representative, the Contractor shall provide an electronic copy of data used for quantity computations.

e) All surveys performed for measurement of final quantities of Work and material shall be subject to approval of City's Representative. Unless waived by City's Representative in each specific case, quantity surveys made by the Contractor shall be made in the presence of City's Representative.

f) Surveying

i. Accuracy. Degree of accuracy shall be an order high enough to satisfy tolerances specified for the Work and the following:

(1) Right-of-way and alignment of tangents and curves shall be within 0.1 foot.

(2) Structure points shall be set within 0.01 foot, except where operational function of the special features or installation of metalwork and equipment require closer tolerances. When formwork has been placed and is ready for concrete, the Contractor shall check the formwork for conformance with the drawings and to ensure that the forms are sufficiently within the tolerance limits for the completed work.

(3) Cross-section points shall be located within 0.1 foot, horizontally and vertically.

(4) Aerial Mapping shall meet National Mapping Standards for 2-foot contour intervals.

ii. Records. Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded on electronic data collectors or in standard field books and must be of sufficient quality to enable the Contractor to prepare accurate record drawings as required by the Contract Documents.

iii. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required for surveys for the layout of work and quantity surveys shall be included in the Schedule of Pay Items for items of work requiring the surveys. No additional compensation shall be made to the Contractor for this Work.

b. SCHEDULE

a) Estimated Schedule. Within 21 Days after the issuance of the Notice of Award, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.

b) Schedule Contents. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The overall Project Schedule duration shall be within the Contract time.

c) Weather Allowance. The schedule shall allow adequate time for inclement weather.

d) Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer monthly when requested to do so by Engineer. Contractor shall also submit schedules showing a three-week detailed look-ahead at bi-weekly meetings conducted with the City. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

c. TEMPORARY FIELD OFFICE

NOT USED.

d. PROTECTION OF WORK AND PROPERTY

a) All traffic detector loops, fences, walls, culverts, monuments, or other obstructions (except property line monuments within five (5) feet of the centerline of the mains) which are removed, damaged, or destroyed in the course of the Work, shall be replaced or repaired to the original condition at no additional cost to City. Contractor shall be responsible for the cost to repair, replace, relocate, and replacement of utilities whether or not those obstructions have been shown on the Plans, unless otherwise stated herein. It is then the Contractor's responsibility to employ at its expense a Licensed Land Surveyor to restore all property line monuments located more than five (5) feet from the centerline of the mains, which are destroyed or obliterated. Property line monuments located within five (5) feet of the centerline of the mains will be replaced by the City at no expense to the Contractor, provided the City is notified at least 48 hours before the property line monuments are damaged.

b) Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

c) Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:

    i. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

    ii. Provide substantial barricades around any shrubs or trees indicated to be preserved.

    iii. Deliver materials to the Project site over a route designated by the Engineer.

    iv. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.

    v. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.

    vi. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the City, at no cost to the City.

vii. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.

viii. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.

ix. At the completion of work each day, leave the Project site in a clean, safe condition.

x. Comply with any approved stage construction and traffic control plans. Access to residences and businesses shall be maintained at all times, unless otherwise permitted in writing by the City.

xi. Cover and or protect work and project site as may be required to prevent or mitigate schedule delay and to allow work to proceed during wet weather or wet conditions.

d) These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made, therefore.

e) Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.

e. SITE CONDITIONS SURVEYS

a) Work Included.

b) Contractor shall conduct thorough pre-construction and post-construction site condition surveys of the entire project area. Site Conditions surveys shall include written documentation of the conditions found, as well as photographs and video recordings of the area within at least 80 feet of any construction area and staging area. The written notes, photographs, and video shall be suitable for forensic purposes to resolve any damage claims that may arise as a result of construction.

c) Submittals.

i. Written documentation of site condition survey at pre-construction and post-construction.

ii. Photographs as described herein of pre-construction and post-construction conditions.

iii. Video recordings as described herein of pre-construction and post-construction conditions.

iv. Submittals shall be made within three days of the surveys. All post-construction data shall be submitted prior to the final project inspection.

d) Site Condition Written Documentation.

e) Written documentation shall include the time, date, and conditions under which the site survey was made. The documentation shall note the condition of structures, pavement, sidewalks, utilities, fences, and etc. within the work areas.

f) Photographs & Video Recording.

i. General – Prior to starting Work, Contractor shall provide a video recording of the project site. Contract shall take enough photographs during each site survey to provide a record of conditions existing prior to construction and conditions after construction. Pre-construction video and photographs shall be taken prior to any construction or mobilization of equipment, but not more that one week prior to actual start of work. The pre-construction photographs may be staged at different times to match the progression of the Work.

ii. The photographs shall document existing damage to public and private facilities, both prior to and after construction. Conditions to be documented include, but are not limited to: sidewalk cracks, broken curbs, separated property walls, improvements within public rights-of-way, access roads used, utility covers and markings, signs, pavement striping, pavement, unique or unusual conditions, adjacent driveways, landscaping, survey markers, and any feature directed by the Engineer. Private property that is adjacent to the public right-of-way shall be documented to the extent visible from the public right-of-way.

iii. Photographs shall include items to indicate scale, as needed. In particular, scales or other items shall be laid next to close ups of structural cracks and other damaged areas being recorded. Scaling shall also be used to document elevation differences, as needed.

iv. One set of color prints and the preconstruction site video shall be submitted. Additional sets shall be available for reviewing in settling any construction disputes. A set of photos shall also be furnished in electronic format. The resolution shall be at least equal to 7 mega-pixels. All photos shall be documented as to time and date taken, photographer, project number, location, and orientation. Documentation shall include a brief description of objects photographed.

g) Video Recording.

i. Video recordings shall document the conditions of the entire area affected by construction, as well as nearby structures and facilities. The general documentation requirements for videos are the same as for photographs. Video recorders shall accurately and continuously record the time and date.

ii. Video recordings shall include an audio portion made simultaneously during the videoing. The audio recording shall describe the location, time, orientation, and objects being recorded. Special commentary shall be provided for unusual conditions or damage noted.

iii. Video equipment shall be capable of producing high resolution images and shall have zoom capabilities.

iv. Video recordings shall provide an overall picture of the sites and shall provide detailed images of damaged areas. Video shall extend to the maximum height of structures.

v. The Engineer shall have the right to reject any audio video recordings submitted with unintelligible audio, uncontrolled pan or zoom, or of poor quality. Video recordings shall be repeated when rejected.

vi. Video recordings shall be submitted with labels indicating the project, date, recorder, and other pertinent information. Recordings shall be submitted either digitally or on standard DVDs in a standard format.

h) Timing.

Contractor shall provide written notice of the time scheduled for the site conditions survey and the place it is to begin. Contractor shall obtain the Engineer's concurrence prior to beginning the condition survey. The Engineer reserves the right to cancel the survey due to weather conditions or other problems. Videoing shall be done during times of good visibility and no videoing or photography shall be done during periods of visible precipitation or when standing water obscures pavement. Contractor shall provide the Engineer with an opportunity to have a representative present when taking the photos and provide guidance during photographing.

i) Site Surveyor.

The site condition surveyor(s) shall be experienced in construction and potential damage concerns. The site condition surveyor(s) shall be familiar with the photography and video equipment being used.

j) Field Quality Control.

Prior to submitting videos and photographs, the Contractor shall spot check the photos and videos in the field to insure they accurately reflect the actual conditions and to insure they are correctly labeled.

k) Soils Compaction Testing.

i. All soils compaction testing will be done by a licensed geotechnical engineer furnished by the City. Soils compaction testing will be done for all footings and foundations prior to placement of rebar or concrete.

ii. For pipeline construction, soil compaction testing will be done at 100-foot intervals or as ordered by the project soils/geotechnical report at the bottom of the trench prior to placement of pipe bedding; at the top of the pipe bedding above the pipe; every two vertical feet of trench backfill or as otherwise ordered by the project soils/geotechnical report; at the top of the trench backfill, which should be the bottom of the pavement section; and at the top of the aggregate base prior to pavement construction.

f. SUBMITTAL REQUIREMENTS FOR MANUALS AND RECORD DRAWINGS

a) General. The Contractor shall furnish all materials and perform all Work required for furnishing submittals to City in accordance with Contract Documents. The Contractor shall submit Project Record Drawings, Technical Manual, Spare Parts, and other required items within 5 days following completion of project construction, and prior to Contractors request for Project Acceptance.

b) Technical Manuals.

i. The Contractor shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by City's operation and maintenance staff.

ii. The Technical Manual shall be subdivided first by specification section number; second, by equipment item; and last, by "Category." The Contractor shall furnish to City four (4) identical Technical Manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard binder.

g. Spare Parts List - The Contractor shall furnish to City six (6) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall include those spare parts which each manufacturer recommends be maintained by City in inventory. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to assist City in ordering. The Contractor shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring binder.

h. Record Drawings

a) The Contractor shall maintain one record set of Drawings at the Site. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. These master record drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.

b) For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations.

c) Record drawings shall be accessible to City's Representative at all times during the construction period. The record drawings shall be kept up to date and will be checked by the City prior to each progress payment. Failure on the Contractor's part to keep record drawings current could result in withholding partial payment.

d) Upon Completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to City's Representative. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to City, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.

e) Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the Manuals and Record Drawings shall be included in Contractor's bid and distributed in the Schedule of Pay. No additional compensation shall be made to the Contractor for this Work.

i. MATERIALS

f) Materials to be Furnished by the Contractor

i. Inspection of Materials. Materials furnished by the Contractor which will become a part of the Project shall be subject to inspection at any one or more of the following locations, as determined by City's Representative: at the place of production or manufacture, at the shipping point, or at the site of the Work. To allow sufficient time to provide for inspection, the Contractor shall submit to City's Representative, at the time of issuance, copies of purchase orders or other written instrument confirming procurement of the materials, including drawings and other pertinent information, covering materials on which inspection will be made.

ii. No later than fourteen (14) Days prior to manufacture of material, Contractor shall inform City's Representative, in writing, the date the material is to be manufactured.

iii. Contractors Obligations. The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not impact whether the materials and equipment conform to the Contract Documents. Contractor will not be relieved from furnishing materials meeting the requirements of the Contract Documents due to City's inspection or lack of inspection of the equipment or materials. Acceptance of any materials will be made only after materials are installed in the Project.

iv. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to accommodate City's testing efforts, including any travel required by Contractor's forces, shall be included in Contractor's bid and distributed in the Schedule of Pay Items related to the materials requiring testing. No additional compensation shall be made to the Contractor for this Work.

j. LOCAL CONDITIONS AND REQUIREMENTS

a) Access to Work and Haul Routes

i. General. All work on the rights-of-way necessary for access to the Site shall be performed by the Contractor. Contractors anticipated Haul Routes shall be in compliance with the City's approved Truck Routes available from the Engineer.

ii. Access, Damage, Restoration. The Contractor shall make his own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, permit or bond requirements, and other limitations that affect or may affect transportation and ingress or egress at the Site.

iii. The Contractor shall maintain and repair any damage arising out of Contractor's operations to all roads used during construction of the Project, and upon completion of all Work, but prior to final acceptance, the roads shall be restored to their original condition. Prior to using any road for access to the Site, the Contractor shall conduct a photograph and/or video survey of the roadway with a copy submitted to City's Representative.

iv. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

b) Power. Contractor shall provide at its own expense all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of the Engineer to perform in a safe and satisfactory manner the Work required by the contract.

c) Construction Water.

i. Construction water shall not be used for purposes other than those required to satisfactorily complete the contract.

ii. Construction recycled water will be made available to the contractor from one of three fill locations within the city limits. If there is a need for construction recycled water during construction, the contractor shall apply for a city construction recycled water meter at the city hall finance counter prior to the beginning of work. A security deposit of **$2,000** is required for the construction water meter from which the meter rental fee and cost of water will be deducted. if the rental fee and the water costs exceed the $2,000.00 deposited, an invoice will be issued to the contractor for payment.

iii. Construction potable water will only be made available to the contractor if it can be demonstrated that recycled water cannot be used for the construction activities. potable water will be made available from existing city fire hydrant(s) nearest the proposed construction site as approved by the engineer, or by such other means as may be expressly approved in writing by the engineer. If there is a need for water during construction, the contractor shall apply for a city construction water meter at the city hall finance counter prior to the beginning of work. a security deposit of **$2,000** is required for the construction water meter from which the meter rental fee and cost of water will be deducted. If the rental fee and the water costs exceed the $2,000.00 deposited, an invoice will be issued to the contractor for payment.

iv. All required water, all work and materials required for obtaining, pumping, transporting and applying and otherwise disposing of said water shall be in an approved manner and shall be performed by, and at the expense of the contractor and no extra or separate compensation will be made thereof.

d) Operation of Existing Water Facilities

i. The Contractor shall not operate any of the existing water systems, including pumps, motors, valves, and hydrants, but shall contact the City two (2) working days in advance with a list and location of the water system facilities that will require operating, opening, stopping, or closure by the City.

ii. At the option of the Engineer, the Contractor may be permitted to operate valves for the purpose of making connections to existing mains. The City will perform all notification to existing customers regarding temporary loss of service.

iii. Contractor shall submit a request on City's standard form for any shut-down of existing water facilities.

e) Construction at Existing Utilities

i. General. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodates to maintain, all utilities.

ii. Permission, Notice and Liability. Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the City Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify City as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.

iii. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

f) Traffic Control

i. General. Contractor shall abide by traffic control plans approved by the City.

ii. Protections. Roads subject to interference by the Work shall be kept open or suitable temporary passages through the Work shall be provided and maintained by the Contractor. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient flasher lights, flag persons, danger signals, and signs, and shall take all necessary precautions for the protection of the Work and the safety of the public. No construction work along public or private roads may proceed until the Contractor has proper barricades, flasher lights, flag persons, signals, and signs in place at the construction site.

iii. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

g) Cleaning Up

i. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Contractor shall also clean all asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment, including all USA markings. The use of water, resulting in mud on streets, will not be permitted as substitute for sweeping or other methods. Dust control may require having a water truck onsite for the duration of the project, and/or use of temporary hoses and pipelines to convey water.

ii. Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, the City may do so and the cost of such clean up shall be charged back to the Contractor.

k. ENVIRONMENTAL QUALITY PROTECTION

a) Environmental Conditions

NOT USED

b) Landscape and Vegetation Preservation

i. General. The Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work.

ii. Damage and Restoration. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours.

iii. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.

iv. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

c) Protected Species

i. General. If, in the performance of the Work, evidence of the possible occurrence of any State or Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to City within 2 Days.

ii. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal.

iii. If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any City directed changes to the Work as a result of a siting will be pursuant to the Contract Documents.

iv. False Siting. Any costs or delays incurred by City or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.

v. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

d) Preservation of Historical and Archeological Resources

i. General. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor notify the Construction/Archeological Monitor and/or the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the Construction/Archeological Monitor and/or City within 2 Days.

ii. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource.

iii. If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the City Representative and the Construction/Archeological Monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any City directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents.

iv. Contractor's Liability. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify City pursuant to the Contract Documents.

v. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

e) Dust and Pollution Control

i. Contractor shall provide all necessary material, equipment and labor to prevent and control the emission of dust and any other potential pollutant on site. Contractor shall remove construction caused debris from streets and sidewalks as directed by the Engineer.

ii. Contractor shall not discharge into the atmosphere from any source smoke, dust or other air contaminants in violation of the law, rules, and regulations of the governing agency.

Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

f) Management of Storm, Surface and Other Waters

i. Storm water, surface water, groundwater, and nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the City and its contractors to manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. Contractor acknowledges that it has investigated the risk arising from such waters in conjunction with the Project, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

ii. The Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to the San Francisco Bay Regional Water Quality Control Board Order No. R2-2015-0049 (NPDES Permit No. CAS 612008), and State Water Resources Control Board Order No. 2010-0014-DWQ, Order No. 2009-0009-DWQ, and Order No. 2012-0006-DWQ, and any amendment or renewal thereof ("Construction General Permit"). Contractor must perform all construction operations in such a manner as to comply, and ensure all subcontractors to comply, with all applicable Federal, State, and local laws, orders, and regulations concerning the control and abatement of water pollution; and all terms and conditions of any applicable permits issued for the Project. In the event there is a conflict between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.

iii. Compliance with Construction General Permit. Contractor must comply with all aspects of the Construction General Permit, State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, as amended by Order Nos. 2010-0014-DWQ and 2012-0006-DWQ, and any amendment or renewal thereof (NPDES CAS000002), for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common plan of development or sale.

(1) Permit registration. Unless otherwise specified in the Special Conditions, Contractor must prepare the Notice of Intent for coverage under the Construction General Permit and all Permit Registration Documents (PRDs), including but not limited to the Storm

Water Pollution Prevention Plan (SWPPP), as those terms are defined in the Construction General Permit. Contractor must coordinate submittal of all PRDs with tthe City's Legally Responsible Person and/or Authorized Signatory, as those terms are defined in the Construction General Permit. The Contractor must submit the PRDs, including the SWPPP to the City Representative for review not less than fifteen (15) Days prior to the start of on- site construction work. City will file the Notice of Intent and PRDs and pay the filing fee.

(2) Before any Construction General Permit related documents may be submitted to the State Board or implemented on the Project site, they must first be reviewed and accepted by City. Acceptance by the City does not relieve the Contractor from ensuring such documents comply with all applicable laws, regulations, and orders.

(3) Contractor must ensure that the SWPPP is developed by a Qualified SWPPP Developer and implemented by a Qualified SWPPP Practitioner as those terms are defined in the Permit. Contractor must implement the SWPPP and all other provisions of the Construction General Permit, including the monitoring and reporting requirements, preparing and submitting all reports, plans, inspections, and monitoring information in compliance with the Construction General Permit. The SWPPP must include industry standard requirements for water quality control including but not be limited to the following:

Sediment and erosion control measures to manage sediment and erosion including vegetative practices, structural control, silt fences, straw dikes, sediment controls or operator controls as appropriate. Storm water management measures shall be instituted as required, including velocity dissipaters, and solid waste controls shall address controls for building materials and offsite tracking of sediment.

Wastewater and storm water management controls to divert offsite surface flows around the Project site and to divert surface flows within the Project area away from areas of open earth or stockpiles of building and other materials. Wastewater from general construction activities, such as drain water collection, aggregate processing, concrete batching, drilling, grouting, or other construction operations, shall not enter flowing or dry watercourses without having met the authorized non-storm water discharge requirements listed in State Board Water Quality Order No. 2009-0009-DWQ, Section III.C., including proper notification to the Regional Water Board.

Pollution prevention measures including methods of dewatering, unwatering, excavating, or stockpiling earth and rock materials which include prevention measures to control

silting and erosion, and which will intercept and settle any runoff of sediment-laden waters.

Turbidity prevention measures for prevention of excess turbidity including, but are not restricted to, intercepting ditches, settling ponds, gravel filter entrapment dikes, flocculating processes, recirculation, combinations thereof, or other approved methods that are not harmful to aquatic life. All such wastewaters discharged into surface waters, shall contain the least concentration of settleable material possible, and shall meet all conditions of section 402, the National Pollutant Discharge Elimination System (NPDES) permit.

Overall construction site management measures to address changes at the Project site as the Project moves through different phases and changes that account for rainy and dry season management practices.

Pollution control measures and construction activity methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes, into streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing, tailings, mineral salts, and thermal pollution.

Control measures for stockpiled or deposited materials prohibiting the stockpile or deposit of excavated materials, or other construction materials, near or on stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff, or can, in any way, encroach upon the watercourse.

Develop and implement a Rain Event Action Plan (REAP), if required, that must be designed and implemented to protect all exposed portions of the site 48 hours prior to any likely precipitation event.

Monitoring, reporting and record keeping, as necessary to achieve compliance with applicable Permit requirements, including but not limited to annual reports and rain event reports.

(4) City retains the right to procure and maintain coverage under the Construction General Permit for the Project site if the Contractor fails to draft a SWPPP or other Construction General Permit related document, or fails to proceed in a manner that is satisfactory to City. City

reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Construction General Permit shall be City's sole determination. In the event that Contractor has failed or is unable to maintain compliance with the Construction General Permit, any costs or fines incurred by City in implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.

iv. For those Work sites where construction activity results in the disturbance of less than one acre of total land area and/or do not need coverage under the Construction General Permit, the Contractor shall be responsible for preparing and implementing construction industry best management practices to eliminate or reduce the discharge of pollutants from construction sites, such as the best management practices set forth in the CASQA Construction BMP Handbook.

v. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, district, drainage district, flood control district, and other local agencies regarding discharges of storm water, surface water, groundwater or other nuisance waters off of the Project site.

g) Contractor violations.

i. Failure to implement the SWPPP or otherwise comply with the Construction General Permit or local state and federal laws is a violation of this Contract. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify, defend – with counsel acceptable to the City – and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

ii. City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any enforcement action and/or settlement reached between the City and any relevant enforcement entity.

iii. City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the the laws, regulations and policies described in this Article, or any other relevant water quality law, regulation, order, or policy.

iv. If noncompliance with any relevant law, regulation or permit, order, or policy occurs, the Contractor shall report this to the City Representative immediately, with the specific information submitted in writing within 2 Days. Consistent violations of applicable Federal, State, or local laws, orders, regulations, or Water Quality Standards may result in City stopping all site activity until compliance is ensured. The Contractor shall not be entitled to any change in Contract Price or Contract Times, claim for damage, or additional compensation by reason of such a work stoppage. Corrective measures required to bring activities into compliance shall be at the Contractor's expense.

h) Oil storage tanks management.

i. Storage tank placement. All oil or other petroleum product (hereinafter referred to collectively as oil) storage tanks shall be placed at least 20 feet from streams, flowing or dry watercourses, lakes, wetlands, reservoirs, and any other water source.

ii. Storage area dikes. Storage areas shall be diked at least 12 inches high or graded and sloped to permit safe containment of leaks and spills equal to the capacity of all tanks and/or containers located within each area, plus a sufficient amount of freeboard to contain the 25-year rainstorm.

iii. Diked area barriers. Diked areas shall have an impermeable barrier at least 10 mils thick. Areas used for refueling operations shall have an impermeable liner at least 10 mils thick buried under 2 to 4 inches of soil.

iv. Spill Prevention Control and Countermeasure Plan (SPCC). Where the location of a construction site is such that oil from an accidental spillage could reasonably be expected to enter into or upon the navigable waters of the United States or adjoining shorelines, and the aggregate storage of oil at the site is over 1,320 gallons or a single container has a capacity in excess of 660 gallons, the Contractor shall prepare an SPCC Plan. The Contractor shall submit the SPCC Plan to the Engineer at least 30 days prior to delivery or storage of oil at the site. The Plan must have been reviewed and certified by a registered professional engineer in accordance with 40 C.F.R., part 112

i) Underground tank prohibition. The Contractor shall not use underground storage tanks.

j) Construction safety standards. The Contractor shall comply with the sanitation and potable water requirements of Section 7 of United States Bureau of Reclamation's publication “Reclamation Safety And Health Standards.”

k) Other Permits.

i. Other permits applicable to the Project are listed in the Special Conditions. The Contractor shall obtain all other necessary licenses and permits.

ii. Monitoring. The Contractor is required to conduct monitoring in order to meet the requirements of the permits, which may include sampling, testing and inspections.

iii. Recordkeeping. The Contractor shall retain all records and data required by the permits for the time specified in the contract.

l) Cost. Except as specified herein, the cost of complying with this section shall be included in the Schedule of Pay Items for work which necessitate the water pollution prevention measures required by this paragraph.

l. TESTING REQUIREMENTS

a) General

i. Material and sample testing is the responsibility of the Contractor and their third-party material testers. Contractor shall follow the testing requirements specified in Exhibit “A” and provide test results to the City. The Federal requirements specified in Exhibit “A” take precedence over City testing requirements.

ii. The City has the right to audit testing procedures or perform supplemental testing to verify contract requirements are met. This does not release the contractor from the requirement to perform their own testing.

END OF GENERAL REQUIREMENTS

01 20 00 – MEASUREMENT AND PAYMENT

1. **Bid Item No. 1 – Mobilization (5% Maximum)**

Refer to Section E-01 “Mobilization” for Measurement and Payment of Bid Item No. 1, Mobilization (5% Maximum).

2. **Bid Item No. 2 – Neighborhood Notification**

Refer to Section E-02 “Neighborhood Notification” for Measurement and Payment of Bid Item No. 2, Neighborhood Notification.

3. **Bid Item No. 3 - Traffic Control (10% Maximum)**

Refer to Section E-03 “Traffic Control” for Measurement and Payment of Bid Item No. 3, Traffic Control.

4. **Bid Item No. 4 – Monument Referencing (Incl. Pre-Construction And Post Construction)**

Refer to Section E-04 “Monument Referencing (Incl. Pre-Construction And Post Construction)” for Measurement and Payment of Bid Item No. 4, Monument Referencing.

5. **Bid Item No. 5 – Prepare Water Pollution Control Program**

Refer to Section E-05 “Prepare Water Pollution Control Program” for Measurement and Payment of Bid Item No. 5, Prepare Water Pollution Control Program.

6. **Bid Item No. 6 & No. 2B (Bid Additive Alternate #4) – Hot Mix Asphalt (Type A)**

Refer to Section E-07 “Hot Mix Asphalt” for Measurement and Payment of Bid Item No. 6 and No. 2B (Bid Additive Alternate #4), Hot Mix Asphalt (Type A).

7. **Bid Item No. 7 & No.6(Bid Additive Alternate #4) – Base Repair (2” Thick) and (4” Thick)**

Refer to Section E-08 “Base Repair (2” Thick)” and (4” Thick) for Measurement and Payment of Bid Item No. 7, Base Repair (2” Thick) and No. 6 for Bid Additive Alternate #4, Base Repair (4” Thick).

8. **Bid Item No. 8 &No.2A (Bid Additive Alternate #4) – Asphalt Concrete Grinding (2”) and (2.5”)**

Refer to Section E-09 “Asphalt Concrete Grinding (2” Thick)” and (2.5”) for Measurement and Payment of Bid Item No. 8, Asphalt Concrete Grinding (2” Thick) and No.2A for Bid Additive Alternate #4, Asphalt Concrete Grinding (2.5” Thick).

9. **Bid Item No. 9 – Crack and Slurry Seal**

Refer to Section E-10 “Crack and Slurry Seal” for Measurement and Payment of Bid Item No. 9, Crack and Slurry Seal.

10. Bid Item No. 10 – Cape Seal

Refer to Section E-11 “Cape Seal” for Measurement and Payment of Bid Item No. 10, Cape Seal

11. Bid Item No. 11 & No.5(Bid Additive Alternate #4) – Sidewalk Removal and Replacement

Refer to Section E-12 “Portland Cement Concrete Construction” for Measurement and Payment of Bid Item No. 11 and No. 5 for Bid Additive Alternate #4, Sidewalk Removal and Replacement.

12. Bid Item No. 12 - Curb and Gutter Removal and Replacement (Beyond Ramp Limits)

Refer to Section E-12 “Portland Cement Concrete Construction” for Measurement and Payment of Bid Item No. 12, Curb and Gutter Removal and Replacement (Beyond Ramp Limits).

13. Bid Item No. 13 – Install Curb Ramp (Per Caltrans Standard Drawings)

Refer to Section E-12 “Portland Cement Concrete Construction” for Measurement and Payment of Bid Item No. 13, Install Curb Ramp, Case A,B, C, CH and Custom.

14. Bid Item No. 14 – Install Wet Set Detectable Warning in Pedestrian Passageway

Refer to Section E-12 “Portland Cement Concrete Construction” for Measurement and Payment of Bid Item No. 14, Install Wet Set Detectable Warning in Pedestrian Passageway.

15. Bid Item No. 15 – Adjust Monument Cover to Grade

Refer to Section E-13 “Adjustment Of Appurtenances” for Measurement and Payment of Bid Item No. 15, Adjust Monument Cover to Grade.

16. Bid Item No. 16 – Adjust Water Valve Cover to Grade

Refer to Section E-13 “Adjustment Of Appurtenances” for Measurement and Payment of Bid Item No. 16, Adjust Water Valve Cover to Grade.

17. Bid Item No. 17 – Adjust Storm Sewer Manhole to Grade

Refer to Section E-13 “Adjustment Of Appurtenances” for Measurement and Payment of Bid Item No. 17, Adjust Storm Sewer Manhole to Grade.

18. Bid Item No. 18 – Adjust Storm Drain Manhole to Grade

Refer to Section E-13 “Adjustment Of Appurtenances” for Measurement and Payment of Bid Item No. 18, Adjust Storm Drain Manhole to Grade.

19. Bid Item No. 19 through 35 – Traffic Line (by Detail Number or Type)

Refer to Section E-14 “Traffic Markings” for Measurement and Payment of Bid Item No. 19 through 35, Traffic Line (by Detail Number or Type).

20. Bid Item No. 36 through 47 – Pavement Marking (By Color or Symbol)

Refer to Section E-14 “Traffic Markings” for Measurement and Payment of Bid Item No. 36 through 47, Pavement Marking (By Color or Symbol)

21. Bid Item No. 48– Blue Reflective Raised Pavement Marker

Refer to Section E-14 “Traffic Markings” for Measurement and Payment of Bid Item No. 41, Blue Reflective Raised Pavement Marker

22. Bid Item No. 49 – Red Curb

Refer to Section E-14 “Traffic Markings” for Measurement and Payment of Bid Item No. 42, Red Curb

23. Bid Item No. 50 through 52 – Roadside Sign and Post, Roadside Sign, and Relocate Existing Sign and Post

Refer to Section E-14 “Traffic Markings” for Measurement and Payment of Bid Item No. 50 through 52, Roadside Sign and Post.

24. Bid Item No. 53 – Portable Changeable Message Sign

Refer to Section E-15 “Portable Changeable Message Sign” for Measurement and Payment of Bid Item No. 53, Portable Changeable Message Sign.

25. Bid Item No. 54 – APS Cabinet Control Unit

Refer to section E-21 “Traffic Signal Modification” for Measurement and Payment of Bid Item No 54 “APS Cabinet Control Unit” at the respective locations.

26. Bid Item No. 55 – Remove Pedestrian Push Button and Install Accessible Pedestrian Signal

Refer to section E-21 “Traffic Signal Modification” for Measurement and Payment of Bid Items No 55 “Remove Pedestrian Push Button and Install Accessible Pedestrian Signal” at the respective locations.

27. Bid Item No. 56 – Valley Gutter Repair

Refer to section E-12 “Portland Cement Concrete Construction” for Measurement and Payment of Bid Item No 56 “Valley Gutter Repair” at the respective locations.

28. Bid Additive Alternate #4 – Item #3 & 4 – Header Board and Root Barrier

Refer to section E-22 “Landscape Material” for Measurement and Payment of Bid additive alternate Item No #3&4 “Header Board” and “Root Barrier” at the respective locations.

01 31 00 – NOTICE TO PROCEED

The Contractor shall accomplish the following items prior to being issued a Notice to Proceed:

1. Attend City Pre-Construction Meeting with the Engineer. Attendees shall include the Contractor, Contractor's Superintendent, and all Subcontractors.

2. Obtain favorable City review of Contractor's Construction Base-Line Schedule, which shall be completed in accordance with the requirements of the Contract Documents.

3. Obtain favorable City review of Contractor's Water Pollution Control Plan, and/or De-Water Operations Plan (if applicable) which shall be completed in accordance with these Contract Documents.

4. Obtain favorable City review of Contractor's Traffic Control/Staging Plan completed in accordance with these Contract Documents.

5. Obtain favorable City review of Contractor's Construction Sequence/Work Plan completed in accordance with these Contract Documents.

Upon completion of these items, and any other requirements as may be specified elsewhere in these Contract Documents, the Engineer will issue a Notice to Proceed to the Contractor. This Notice will establish the first chargeable day of the Contract. However, the City shall start charging contract days 21 calendar days following the date of the Contractor's receipt of the Notice of Award letter, regardless of the Contractor's progress in completing all the items specified above and/or elsewhere within the Contract Documents.

The Contractor shall notify the Engineer of its intent to begin work at least 24-hours prior to beginning work by calling (408) 586-3304. Once work begins, notification must be made only if work is delayed or suspended.

END OF NOTICE TO PROCEED

01 33 00 – LIST OF SUBMITTALS

Refer to the General Conditions, Technical Provisions, and elsewhere within the Contract Documents regarding the Submittal requirements and required Submittals for this Work. The list of submittals shall include, but is not limited to the following:

	ITEM DESCRIPTION	*Refer to Section:*	*TIME FOR CITY REVIEW (WORKING DAYS)*
1.	Base-Line Schedule	01 00 00	10
2.	USA Tag & Number	00 72 13	5
3.	Schedule of Values	00 72 13	10
4.	Construction Water Permit	01 00 00	10
5.	Record Drawing	01 00 00	10
6.	Construction Work Plan	01 31 00	10
7.	Portable Changeable Message Sign Location	E-13	5
8.	Construction Notices/ List of Addresses	E-01	5
9.	Traffic Control/Staging Plans	E-03	10
10.	Paving/Grinding/Surfacing Plan	E-09	10
11.	Existing Site photos/ Video	E-15 & 01 00 00	5
12.	Hot Mix Asphalt Mix Design, Material, Truck Delivery Tickets, and Certificate of Compliance	E-07	5
13.	Cold Milling Disposal Delivery Tickets	E-09	5
14.	Water Pollution Control Plan	E-05	10
15.	Concrete Mix Design, Material, Truck Delivery Tickets, and Certificate of Compliance	E-10	5
16.	Detectable Warning Surface	E-10	5
17.	Traffic Marking Material, and Certificate of Compliance	E-12	5
18.	Roadside Signage Material	E-12	5
19	Lead Compliance Plan	E-12	10
20	Proposed Truck Route/Haul Route	E-03	5
22	Root Barrier and Header Board	E-22	5
23	Traffic Signal Modification	E-21	5

Contractor shall provide Certificate of Compliance (COC) for all relevant items shown in Exhibit "A".

END OF LIST OF SUBMITTALS

CERTIFICATION PAGE

ENGINEER'S CERTIFICATIONS :

These Technical Specifications have been prepared for **City of Milpitas**, for the following project:

2024 Street Sealing Project – Phase 2

The documents have been prepared by, or under the direct supervision of the following design Professional Engineer(s), licensed in the State of California:

Jacob Schramm, PE - REGISTERED CIVIL ENGINEER *DATE: March 7th, 2025*

REVIEWED BY:

02 00 00 – TECHNICAL PROVISIONS

E-01 MOBILIZATION

PART 1 - GENERAL

1.1 OBJECTIVES

Mobilization shall conform to the applicable provisions in Section 9-1.16D, “Mobilization”, of the State Standard Specifications.

1.2 WORK INCLUDED

a) Mobilization and demobilization

b) Preparatory work and activities those necessary for the movement of personnel, equipment, supplies, and incidentals to the job site

c) Establishment of all offices, building, trailers, and other facilities necessary for work on the project

d) Submittals, bonding and insurance requirements

e) Public notifications in English and Spanish

f) Contacting and notifying utility companies

g) Fabricating and installing project identification signs

h) Private property owner agreement for storage facilities

i) All other work and activities which must be performed or costs incurred prior to beginning work on the various contract items on the project site

1.3 REFERENCES

a) Cal/OSHA – California Division of Occupation Safety and Health

b) Underground Services Alert (USA)

1.4 MEASUREMENT AND PAYMENT:

a) The contract **Lump Sum** price paid for “**Mobilization (5% Maximum)**” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in mobilization as specified herein. The total lump sum shall not exceed 5% of the total Base Bid, any amount in excess of 5% shall be paid with the release of retention payment.

i. Partial payment for Mobilization shall conform to Public Contract Code 10264. The City will make partial payments for the mobilization costs of a contract subject to this chapter, not to exceed the following:

ii. (When 5 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization, or 5 percent of the original contract amount, whichever is lesser, may be paid.

iii. When 10 percent of the original contract amount is earned, 75 percent of the amount bid for mobilization or 7.5 percent of the original contract amount, whichever is lesser, may be paid.

iv. When 20 percent of the original contract amount is earned, 95 percent of the amount bid for mobilization, or 9.5 percent of the original contract amount, whichever is lesser, may be paid.

v. When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization, or 10 percent of the original contract amount, whichever is lesser, may be paid.

vi. Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the original contract amount will be paid.

PART 2 - (NOT USED)

PART 3 - EXECUTION

3.1 MOBILIZATION

a) Mobilization shall consist of preparatory work and activities listed in Part 1.1 above.

b) Ensure that adequate existing sanitation facilities are available or the Contractor shall provide and maintain adequate sanitation facilities. All wastes and refuse from sanitary facilities provided by the Contractor's operations shall be disposed of away from the site in accordance with all laws and regulations pertaining thereto.

c) Mobilization shall also include demobilization upon completion of work and cleanup of the site.

d) Provide all labor, materials, equipment and incidentals to prepare the site for the timely start and efficient completion of all work. This includes obtaining all necessary licenses and permits, providing required submittals including but not limited to a detailed project schedule.

e) Notify all existing utility companies shown on the Drawings as first order of work, in writing and by telephone call

END OF SECTION

E-02 NEIGHBORHOOD NOTIFICATION

PART 1 - GENERAL

1.1 WORK INCLUDED

a) Maintenance of Access and Public Notification:

i. Vehicular access shall be maintained at all times to all existing driveways within the project site. Pedestrian access and circulation that is fully wheelchair accessible shall be maintained by the Contractor throughout the project area. No closure of any street, driveway, or right of way may occur without written authorization from the Engineer. Advance Public Notification:

ii. Two weeks and 48 hours prior to beginning any Work, the Contractor shall provide approved Construction Notices as approved by the Engineer, to all residents, businesses, property owners, tenants and applicable parties within 300 feet and or adjacent to the project area.

I. Specify the expected date for start of construction, a general description of the construction activity to take place, expected duration of the activity, and the name, address, 24-hour telephone number of the Contractor and project website information.

II. Provide updated notices prior to beginning of major construction activity, including start of construction, concrete flatwork, pavement grinding, pavement base repair, and pavement overlays.

III. The Contractor shall provide a copy of the notice for review and approval to the Engineer. Refer to the Submittal requirements in General Conditions.

IV. The Contractor shall provide the Engineer with a list and a map of the street addresses where the notices will be posted and/or mailed.

V. The Contractor shall provide additional notification to properties abutting work areas for curb ramps and sidewalk replacement.

VI. The Contractor shall provide copies of distributed approved Construction Notices to the Engineer.

iii. The contractor shall create and maintain a live update Website to provide construction activity updates for all project streets, current schedules, and contractor and City contact information. The Engineer shall approve website information format.

b) NO PARKING SIGNS/TOWING:

i. The contractor’s construction activities shall minimize on-street parking restrictions. Reasonable on-street parking supply shall be made available within 500 feet of a no-parking restriction, unless otherwise approved by the Engineer.

ii. The Contractor shall provide "No Parking" signs with day of the week and work hours written out or properly abbreviated with 3 or 4 letters; the month shall be written out or properly abbreviated with 3 or 4 letters; date or dates of restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

iii. Signs shall be mounted such that the words, “No Parking” are at an elevation at least 3 feet and not more than 7 feet above the adjacent flow line. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The Contractor shall also include on the backside of the mounting stakes or barricades a current copy of the Construction Notice. The signs shall be placed as needed to control the parking of cars within the construction zone and shall be placed at a maximum spacing of sixty (60) feet.

iv. Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. The Contractor shall promptly reset or replace all damaged and defective signs. Upon completion of work in each area, all signs, stakes, and barricades shall be promptly and completely removed by the Contractor.

v. The Contractor shall be fully responsible for adequate removal of all parked cars. All vehicle removal shall be coordinated by the Contractor with the Police Department. The Contractor shall notify the Police traffic sergeant upon posting of the parking restrictions for a particular street and when the signs are removed. For removal of parked vehicles, the Contractor shall notify the Police traffic sergeant not less than 2 hours prior to the needed removal with the address nearest the parked vehicle, make, model, color, and license number. The City shall not be responsible for any delay or additional cost associated with the removal of parked cars which obstruct the construction operation.

vi. If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the Contractor’s failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation.

vii. The following shall also be contacted by the Contractor and made aware of the intended construction activities 5 days, and 48-hours, prior to planned construction activities. Confirmation of notifications shall be submitted to the Engineer.

Contact	Telephone Number
Milpitas Police Department	(408) 586-2400
Milpitas Fire Department	(408) 586-2800
Contact the following only when work activities may affect	
Valley Transportation Authority (VTA)	
Superintendents Control Center:	(408) 546-7616
Long Term bus route closure or detours:	(408) 321-7062
Bus Stop closure or relocations:	(408) 952-4106
Safety Operator:	(408) 546-7970
Central Dispatch - Busing	(408) 546-7667
Light Rail (#1)	(408) 321-7036
Light Rail (#2)	(408) 546-7608
Alameda County Transit (AC Transit)	
AC Transit	(510) 891-4777
Waste Pick-up	
Milpitas Sanitation (garbage collection):	(408) 988-4500
City of Milpitas Solid Waste Coordinator:	(408) 586-3353
Post Office Milpitas Branch	
U.S. Post Office	(408) 262-0860

viii. The Contractor shall provide the City with written proof of notification of the parties listed above by listing all parties contacted, the names of those contacted, and the dates the contacts were made.

ix. General: Schedule operations to minimize disruption of access to private property.

x. Notice to Residents: Prior to blocking access to any private driveway or parking lot entrance, or impacting parking, notify the resident or business owner or tenant of pending closure and allow resident to remove vehicles.

xi. Nights: During non-working hours no driveway, house, parking lane, or parking lot shall be denied access to a public roadway.

c) Postal Service Coordination:

i. Prior to starting any construction activities, the Contractor shall contact the Milpitas branch of the U.S. Post Office to provide notice of the construction work, and to coordinate to ensure no stoppage of mail delivery due to the work.

ii. The Contractor shall be responsible to ensure the work operations do not interrupt, impede, or stop mail delivery services to Milpitas residents, business or others. The Contractor shall provide temporary mailboxes or other services and facilities as necessary to ensure the mail delivered and not affected by the work.

iii. Notice shall be given for general construction activity in an area as well as specific activities, which will, in any way, inconvenience the resident/property owner or affect their operations or access to their property.

d) Waste Pick-up:

i. The Contractor shall not impede or impair waste haulers, recycling operations and buses within the project area. It is the Contractor's responsibility to determine which waste haulers, recycling operators and buses are scheduled to work in the project area and to develop a project schedule that will not impede or impair their operations.

ii. The Contractor shall install and maintain a 24-hour telephone for project information and questions. The Contractor shall check for messages at least once every twelve hours, seven days a week, including weekends and holidays. The Contractor shall respond promptly to all calls.

iii. Failure to comply with the above notification requirements could result in cancellation by the Engineer, of the day's work. No extension of time or additional cost will be granted for delays to the Contractor caused by any work cancellations due to Contractors failure to comply with the requirements of this Section.

e) Encroachment Permits: Contractor shall comply with required encroachment permit conditions when working in permitting jurisdiction's right of way.

1.2 MEASUREMENT AND PAYMENT

a. The contract **Lump Sum** price paid for "**Neighborhood Notification**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in notifications to affected property owners, including preparing schedule notifications, making revisions to schedule per City comments, preparing draft and final flyers, notifying owners of parking impacts, postage, deliveries, posting of "No

Parking" signs, maintaining access, creating and maintaining a live update website, providing temporary mailboxes, responding to questions from property owners, providing correspondences of all communications with property owners to the City, and all other work, as shown on the plans, as specified in the Standard Specifications, these Technical Specifications, and as directed by the Engineer.

PART 2 – (NOT USED)

PART 3 – (NOT USED)

END OF SECTION

E-03 TRAFFIC CONTROL

PART 1 – GENERAL

1.1 SUMMARY

a) The Contractor shall provide for safe movement of vehicular, bicycle, and pedestrian traffic, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA), through and around construction operations. Traffic control requirements set forth herein are the minimum requirements imposed. The Contractor shall be solely responsible for providing all necessary protective measures.

b) The Contractor shall supply and install traffic control devices including, but not limited to, warning, regulatory, and guide signs, equipment, pavement delineation, and flaggers in accordance with Section 12, "Temporary Traffic Control," of the Standard Specifications. The Contractor shall prepare and submit Traffic Control/Staging/Detour plans for the Work. Contractor shall be responsible for submitting traffic control plans to Caltrans for any work within Caltrans right-of-way. Caltrans requires up to 60 days to approve and review an Encroachment Permit application.

c) All temporary traffic control plans including temporary pedestrian and bicycle access plans submitted by the Contractor shall conform to California Manual of Uniform Traffic Control Devices (CA MUTCD) – Latest Edition.

1.2 DESCRIPTION OF WORK

a) Work Included:

i. At all times, provide safe and adequate passage for vehicular and pedestrian traffic through, around, and adjacent to all construction operations by use of detours, bridging, backfilling, paving, traffic barriers or other favorably reviewed means.

ii. Establish and maintain detours and conduct construction operations in such a manner as to minimize hazard, inconvenience, and disruption to the public.

iii. Provide for protection of pedestrians & cyclists and separation of pedestrians & cyclists from construction operations at all times.

iv. Direct, divert and detour traffic through, around and adjacent to construction operations in accordance with the latest California Manual of Uniform Traffic Control Devices (CA-MUTCD) as specified herein or in accordance with favorably reviewed TC&PBAC Plans. Revise the TC&PBAC Plans as necessary only with the favorable review of the Engineer.

1.3 REFERENCES

a) Standard Plans and Specifications, California Department of Transportation, latest edition.

b) California Manual on Uniform Traffic Control Devices (CAMUTCD), California Department of Transportation, latest edition.

c) Work Area Traffic Control Handbook, Building News Incorporated, P.O. Box 3031, Terminal Annex, Los Angeles, California 90051.

1.4 SUBMITTALS

a) Traffic Control/Stage/Detour Plan:

i. The Contractor shall submit site-specific Traffic Control/Staging/Detour Plan(s) stamped and signed by a **licensed Professional Engineer/Traffic Engineer in the State of California** for City's review and approval prior to issuance of Notice to Proceed. Plans shall be submitted to the Engineer a minimum of two (2) full Working Days prior to the Preconstruction Meeting or minimum of 14 calendar days prior to the Work.

ii. The Plan(s) shall consists of a scaled aerial view drawing(s) in accordance with the latest version of the State of California Department of Transportation "Manual on Uniform Traffic Control Devices ." Copies or modified copies of the Manual of Traffic Controls for Maintenance and Construction Work Zones or the Work Area Traffic Control Handbook or any other type of copied standardized traffic control plans shall not be acceptable.

iii. The Plan(s) shall show all traffic control measures and devices on the actual street(s) as it relates to the site conditions and to the safe movement of traffic for, but not limited to, lane closures, detours, no parking areas, signing program for construction, access to private property and business establishments, pedestrian traffic, railroad crossings, transit routes, loading areas, the proposed routing of the construction vehicles, hours required for access and the safe guards and procedures necessary to carry out the Work. The Plan(s) shall also indicate, but not be limited to, placement and type of warning signs, delineators, temporary lighting, devices, flaggers persons, construction vehicles and equipment staging, work hours and schedule.

iv. Agency specific traffic control plans may be required to obtain encroachment permits or permits to construct.

b) Grading/Grinding/Surfacing Plans

i. The Contractor shall submit grading, grinding and surfacing plans. The Plan(s) shall show all areas of work for major construction activities, expected durations, and major traffic control elements. Plans must be consistent with Contractor schedule and traffic control plans.

c) Lane Closure Restrictions:

i. For any lane closure, the Contractor shall submit Traffic Control and Detour Plan for City's review and approval. The Plan(s) shall provide for the orderly and predictable movement of all traffic and pedestrians and for such guidance and warning as needed to ensure the safe and informed operation of individual elements of the traffic stream. Contractor shall not detour traffic or close lanes until the traffic control plan has been approved by the Engineer.

ii. The Contractor shall keep a minimum of one 11-foot wide lane of traffic open in each direction during working hours. Attention is directed to these Contract Documents regarding specific traffic lane closure restrictions.

iii. Additional lane closure restrictions may be imposed if there is evidence that excessive inconvenience to the public is observed during construction.

iv. For narrow roadways where a minimum of one 11-foot wide lane of traffic open in each direction is not feasible, contractor shall maintain through traffic with flagging or submit a roadway closure plan with temporary detour for approval by the Engineer.

v. For all lane closures or when an entire segment of roadway in one-direction is closed, flashing arrow boards, detour signs, and flaggers are required at all times to direct traffic into the opposite direction.

vi. Contractor shall provide safe passage to properties along the road or street affected by lane closure at all times. Temporary crossings shall be provided and maintained in good condition.

vii. Contractor shall not place any construction signs, delineators, cones, or any other construction type signs or appurtenances in the lane to be closed before 9:00 a.m. and after 4:00 p.m unless otherwise approved by the Engineer. Lane closure hours for residential streets may be extended from 8:00 a.m. to 5:00 p.m. These requirements are subject to modification by the City Engineer. Contractor is required to coordinate with the City regarding potential night and/or weekend work and restrictions.

viii. For properties with only one driveway access, Contractor shall not close access to driveways for more than four (4) hours. Driveways shall not be closed before 8:00 AM or after 4:00 PM. Contractor shall closely coordinate with the property owners and notify the property owners for impacts to their driveways.

1.5 Measurement and Payment:

a) The contract **Lump Sum** price paid for "**Traffic Control (10% Maximum)**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Traffic Control, complete in place, including preparation and approval process for Traffic Control/Staging/Detour Plans and Truck/Haul Route plans, warning devices, beacons, flaggers, temporary signs and posts, temporary asphalt tapers, removal of asphalt tapers and temporary striping when no longer required, temporary pavement delineation, maintain access for emergency vehicles at all times, maintaining access to garbage disposal trucks, USPS and other delivery trucks, detours for sidewalk closures, signage, placing, removing, storing, maintaining, moving to new locations, re-sequencing to accommodate project schedule, replacing and disposing of the components of the traffic control system, and traffic control devices including any traffic control needed for night time work, as specified in the State Standard Specifications, these Technical Provisions, and as directed by the Engineer. Total lump sum shall not exceed 10% of the total Base Bid.

PART 2 – PRODUCTS

2.1 CONSTRUCTION SIGNS

a) Construction signs shall conform to the standards of the Standard Plans and Specifications and the CAMUTCD.

b) Temporary warning signs in construction areas shall have a black legend and border on an orange background. Color for other signs shall follow the standard for all highway signs.

c) All signs used during hours of darkness shall be retroreflective.

d) After construction, Contractor to restore the sidewalk, landscape, or other existing facilities at the locations of the Construction area signs. Payment for sidewalk of landscape restoration shall be considered included in the construction area sign/traffic control pay items.

2.2 TRAFFIC CONTROL DEVICES

a) General: Traffic control devices shall conform to the standards of the Standard Plans and Specifications and the CAMUTCD.

b) Cones or Delineators:

i. Cones or delineators shall consist of cylindrical or cone shaped plastic devices, which shall be 18 inches to 48 inches in height.

ii. Cones or delineators shall have a flexible base of suitable weight, which will ensure stability.

iii. Cones or delineators used during hours of darkness shall be affixed with retroreflective sleeves or be internally illuminated meeting the requirements of the CAMUTCD.

c) Barricades:

i. Barricades shall conform to the Standard Plans and Specifications and the CAMUTCD.

ii. Barricades used during hours of darkness shall be equipped with flashers.

d) Water-Filled Barriers:

i. Contractor has the option of installing water-filled barriers with the following requirements:

ii. Waterfilled barriers will be considered in lieu of temporary railings (Type K), upon a written request from the contractor along with proposed details, layout plan, temporary signing & striping and installation.

iii. The water filled plastic barriers shall conform to “Plastic Jersey JB-32" or approved equal. (https://www.plasticjersey.com/or approved equal). Contractor shall provide corner pieces and continuous longitudinal protection for pedestrians. Contractor shall install reflectors on the barriers. Contractor shall move barriers as needed for each stage of construction. Water-filled barriers may be relocated to subsequent stages of construction after the current stage is completed.

iv. Each barrier section shall have the capability of interlocking with other barrier sections when installed in a row through the use of independent clevis devices at the top of the barrier and a built-in male/female coupling at the bottom of the barrier. Each barrier section shall have ports for ground mounting.

v. Each barrier section shall have 2 drain plugs located on opposite sides of the barrier to ensure the separation of workers from traffic when draining barrier sections.

vi. Each barrier section shall have forklift holes to allow fully filled sections to be lifted and relocated.

vii. Barrier sections shall be colored either orange or white. When installed in a row, the sequence of colors shall be 4 white, 1 orange unless otherwise specified in the drawings.

e) Other Traffic Control Devices: The project will include portable changeable message signs, concrete barriers or water-filled barriers, temporary pedestrian bridges, business directional signs, and other devices per the Contractor's approved TC&PBAC Plans.

2.3 TEMPORARY STEEL PLATES

a) When approved by the Engineer, the Contractor may use steel plate bridging in-lieu of backfill and temporary asphalt where the roadway surface is to be opened to traffic. All steel plates shall be without deformation. Inspectors shall determine the trueness of steel plates by using a straight edge and shall reject any plate that is permanently deformed.

b) Trench plates shall be coated with Antiskid type surface meeting State Standard Specifications of a nominal Coefficient of friction of 0.35 in accordance with California Test Method 342.

c) The following table shows the advisory minimal thickness of steel plate bridging required for a given trench width (A-36 grade steel, designed for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual).

	Max Trench Width	Minimum Steel Plate Thickness (inches)
i.	10 inches	1/2
ii.	1 feet 10 inches	3/4
iii.	2 feet 6 inches	7/8
iv.	3 feet 4 inches	1
v.	4 feet 1 inches	1-3/4
vi.		

NOTE: For trench width spans greater than 4 feet 1 inches, a structural design shall be prepared, signed, and stamped by a California Registered Civil Engineer.

PART 3 - EXECUTION

3.1 DIVERTING & PEDESTRIAN TRAFFIC

a) Whenever construction operations obstruct the flow of pedestrian & bicycle traffic or present a hazard to pedestrians & cyclists, the Contractor shall take appropriate action to protect and separate pedestrians & cyclists from the work area and to direct pedestrians & cyclists to alternate routes.

b) Such action to protect pedestrians & cyclists may include placement of barricades between pedestrians & bicycles and the work areas, placement of warning signs, and provision of personnel as required to protect pedestrians & cyclists as conditions warrant.

c) Pedestrians and bicyclists will be protected at all times, 24 hours per day and seven days per week.

3.2 DIVERTING VEHICULAR TRAFFIC

a) Whenever construction operations obstruct the flow of vehicular traffic or present a hazard to vehicles operating in the vicinity of construction operations, the Contractor shall take appropriate action to warn, detour and otherwise protect approaching drivers and vehicles.

3.3 TRAFFIC CONTROL DEVICES

a) General:

i. Provide traffic control devices in sufficient quantities and types as required to provide safe and adequate traffic control.

ii. During hours of darkness approved lights shall be included, in proper working order, to illuminate signs and hazards and alert approaching traffic.

iii. Provide and maintain barricades along all open trenches in contact with traffic.

iv. No work may begin on any day or at any time before traffic control devices have been placed, test driven and adjusted.

b) Placement:

i. Place all traffic control devices in accordance with the Standard Plans and Specifications, the CAMUTCD, and approved TC&PBAC Plans.

ii. Adjust locations of devices to suit the conditions and circumstances of each detour situation. In all cases, place signs to most effectively convey their messages to approaching traffic.

iii. The Contractor shall adjust and revise all traffic control devices if determined to be required by the City or Police Department.

iv. The Contractor shall provide additional traffic control devices if required to maintain the safe flow of traffic through construction operation.

c) Maintenance of Devices: The Contractor shall maintain all traffic control devices, at proper locations, and in proper working order, at all times during construction operations and whenever a hazard resulting from Contractor's operations exists. The Contractor shall adjust and revise traffic control devices, placement, etc., to suit changing conditions around construction operations.

d) Removal of Devices: Traffic control devices shall remain in place at all times required to alert approaching traffic of upcoming hazards. After hazard has been removed, remove all traffic control devices. Remove signs or completely cover their messages.

3.4 SIGNAGE

a) All construction signs and other warning devices shall be provided by the Contractor and shall become the Contractor’s property after completion of the Contract. The Contractor shall refer to the current “Manual of Warning Signs, Lights and Devices for use in the Performance of Work Upon Highways” and the “Uniform Sign Chart” issued by the Department of Transportation, Division of Operations.

b) Signage shall not block any driveway or access to private/public properties owners at any time, unless instructed by the Engineer.

c) If the Contractor fails to provide, is neglectful of or negligent in furnishing and maintaining warning and protective facilities and personnel as herein provided within eight (8) hours of being notified by the Engineer of the need for such, the City may furnish and maintain such facilities and personnel. In this event, the City may charge the Contractor therefore by deducting the cost of such facilities and personnel from progress payments due to the Contractor as such costs are incurred by the City.

3.5 FLAGGERS

a) General: The Contractor shall employ flaggers: As required for each specific detour.

   i. At all locations on a construction site where barricades and warning signs cannot control the moving traffic.

   ii. Flag persons shall be properly equipped and trained in accordance with “Instructions to Flagmen,” published by the California Department of Transportation.

   iii. Flaggers and all personnel working near traffic shall wear hardhats, orange/red, or State approved fluorescent green vests or shirts.

   iv. Flaggers shall guide traffic with an appropriate stop/slow sign.

b) Placement: Where flaggers are required, they shall be logically placed in relation to the equipment or operation so as to give adequate warning and shall be placed in accordance with the Standard Plans and Specifications, the CAMUTCD, and the approved TC&PBAC Plan.

c) Warning Signs:

   i. Place warning signs ahead of the flagger in accordance with the Standard Plans and Specifications, the CAMUTCD, and the approved TC&PBAC Plans. The distance between signs and the flagger shall be based on the posted traffic approach speed.

   ii. During hours of darkness, illuminate flagger stations such that the flagger will be clearly visible to approaching traffic. Lights for illuminating the flagger station shall comply with the Standard Plans and Specifications, the CAMUTCD, and the approved TC&PBAC Plans.

d) Equipment:

   i. Provide flaggers with high-visibility safety apparel in accordance with the Standard Plans and Specifications, and the CAMUTCD at all times. Provide flaggers with hand signs in accordance with the Standard Plans and Specifications, and the CAMUTCD.

ii. Provide flaggers with two-way radios for communication when necessary. Red flagsshall only be used for traffic control in emergency situations.

e) The Contractor shall comply with flagging, traffic handling equipment, and device requirements of Section 12, “Temporary Traffic Control,” of the State Standard Specifications with the exception of Section 12-1.04, “Payment”.

f) Flaggers and all personnel working near traffic shall wear hardhats, orange/red, or State approved fluorescent green vests or shirts.

g) Flaggers shall guide traffic with an appropriate stop/slow sign.

3.6 NOTICE TO AGENCIES

a) The Contractor shall notify in writing all agencies having jurisdiction at least 48 hours, excluding holidays and weekends, prior to instituting any lane closure or detour. At the end of each day's work, the Contractor shall inform the ambulance services, police and fire departments of the status of all detours and/or lane or road closures that will be in effect on the next day.

b) List of Agencies/Adjacent Properties:

i. U.S. Postal Service

ii. Caltrans

iii. School District Transportation Office, as appropriate

iv. VTA for bus services

v. City of Milpitas:
I. Fire Department
II. Police Department
III. Public Works Department - Engineering Departments

3.7 TEMPORARY HMA

a) If the transition taper will be overlaid with HMA that is not placed before opening to traffic and there is a grade difference of more than 0.004 foot, construct a temporary taper by placing HMA that complies with section 39-2.07. Remove the temporary HMA taper before constructing the transition taper.

b) If you do not complete placing the HMA surfacing before opening the area to traffic, you must:

i. Construct a temporary HMA taper to the level of the existing pavement.

ii. Place HMA during the next work shift.

iii. Submit a corrective action plan that shows you will complete cold planning and placement of HMA in the same work shift. Do not restart cold planning activities until the corrective action plan is authorized.

3.8 OPERATION OF CONSTRUCTION VEHICLES AND EQUIPMENT

a) Construction Traffic and Vehicles: All inbound and outbound construction related traffic to and from the Site is restricted to public street(s) immediately adjacent to the Site.

b) Construction Parking: Construction vehicles and equipment parking is restricted to areas within the Site and other areas as determined by the City.

c) Most City streets within Milpitas have a 4-ton weight limit. A Truck Route/Haul Route Plan approved by the City is required for use of overweight equipment within the City of Milpitas. Refer to Appendix "A" or the City's Webpage for the City's approved Truck Route Map.

d) The Contractor is advised that ALL Vehicle Code regulations apply to construction equipment in operation on this project, and the City will enforce all Vehicle Code regulations with respect to use of construction equipment operating on City Streets and Public Rights of Way.

i. Extralegal Loads - Equipment over 8'6" wide, 14' tall, and 80,000 pounds gross or over on axle weights. A City of Milpitas Transportation Permit is required for extralegal loads (oversize and overweight). It contains a specific route of travel for that single load. A Haul Route would be for major on-haul/off-hauls of material that bring in a large number of trucks at one time. Refer to the Appendix "A" for a copy of the City of Milpitas Transportation Permit. The Permit shall have been issued, and shall be in possession when operating such vehicles within the City of Milpitas. Drivers shall maintain strict adherence to the routes specified on the City approved Haul Route.

ii. Special Equipment (SE) Plates & Slow Moving Vehicle Emblems - Refer to Appendix "A" and the Vehicle Code for more information. All non-street legal construction equipment operating on a City Street or right-of-way shall display a Special Equipment (SE) plate when operating outside of the work zone, or traffic control cone zone.

iii. Load Regulations - Contractors are cautioned to ensure proper loading and on haul/off-haul procedures are followed.

I. Vehicles shall not be loaded to overweight

II. Off-haul loads for disposal or recycling shall be covered

III. All loads shall be properly secured with the correct number of tie-downs or chains

IV. All vehicles leaving the construction site shall be clean. No material or debris shall be on the vehicle body or stuck to its tires.

3.9 BUS STOPS

a) Contractor is responsible for maintaining continuous service to all bus stops.

b) The Contractor shall coordinate with the Valley Transportation Authority (VTA) when the Work is at or near the Bus Stop. The work shall not impede or close a bus stop unless coordinated first with VTA. The Work shall not cause unsafe conditions for bus riders or cause buses to release riders in the street or within the construction zone.

c) As the first order of work, Contractor to meet with the VTA, and will submit for approval an exhibit indicating the relocation of bus stop. Sketch to include temporary bench and sign to be installed.

3.10 EMERGENCY VEHICLE ACCESS THROUGH DETOURS

a) During construction in or adjacent to roadways in the project site, maintain at least one lane open in each direction of the road to allow emergency vehicle access for police, fire, and ambulance to the project vicinity.

b) During all detours and/or street closures provide for 10' wide clear for movement of emergency vehicles through the work area.

c) When temporary traffic control is performed by flaggers, they shall be instructed to give immediate passage to emergency vehicles with active lights or sirens.

d) It is essential that the Contractor's work and equipment do not impede ingress and egress from any fire or police station, or hospital, to other areas of their service area.

3.11 ACCESS TO PRIVATE PROPERTY

a) General: Schedule operations to minimize disruption of access to private property.

b) Notice to Residents: Prior to blocking access to any private driveway or parking lot entrance, or impacting parking, notify the resident or business owner or tenant of pending closure and allow resident to remove vehicles.

c) Nights: During non-working hours no driveway, house, or parking lot shall be denied access to a public roadway.

b. DETOURS DURING NON-WORKING HOURS

a) General: The Contractor shall not be permitted to maintain any lane closure or road closure during non-working hours without first obtaining written approval of the Engineer.

b) Restoration of Pavement:

i. During non-working hours restore travel lanes to their original alignment and configuration by means of backfilling and temporary pavement or bridging in accordance with City Standards and approved by the City.

ii. Place warning signs conforming to the Standard Plans and Specifications, and the CAMUTCD at uneven temporary pavement or bridging.

3.12 PUBLIC CONVENIENCE AND SAFETY

a) The Contractor shall conduct his operations as to cause the least possible obstruction and inconvenience and maximum safety to both vehicular and pedestrian traffic.

b) The Contractor shall bear full responsibility for maintaining all traffic control include, but not limited to, signage, equipment and devices and maintaining traffic circulation at all times during the Work.

c) It is imperative that field traffic control be handled in such a manner as to adequately and safely direct all traffic movements in the construction area. The Contractor shall not be allowed to proceed with construction at any time when traffic control measures are inadequate to the field conditions, in the opinion of the Engineer. Additional traffic control measures may be required according to field conditions at the Contractor’s expense.

d) At their own expense, whenever the Contractor’s operations creates a condition potentially hazardous to the public or traffic, the Contractor shall furnish additional traffic control measures and devices by any means necessary to provide adequate warning to the public of any dangerous conditions to be encountered.

e) Contractor shall maintain an accessible corridor that provides at least one safe path of travel for all pedestrians at all times for the duration of the project. If any phase of the work obstructs an existing route, a detour must be provided.

f) Public streets and sidewalks shall be immediately vacated and returned to public use when the use thereof is no longer necessary for the construction work.

g) There shall be no period in which signs that are to be replaced or relocated are not displayed to the public. The Contractor shall install temporary signs and posts prior to removal, replacement, or relocation of existing signs to notify road users of regulations and provide warning and guidance needed for the uniform and efficient operation of all elements of the traffic stream in a manner intended to minimize the occurrences of crashes. Temporary signs shall follow CA MUTCD guidelines and shall be approved by the Engineer prior to installation.

3.13 SIDEWALKS, DRIVEWAYS, AND ADA RAMPS

a) PARKING RESTRICTIONS

i. Post approved "NO PARKING – CONSTRUCTION TOW-AWAY ZONE" signs at all locations necessary to establish work areas and detour traffic. Obtain City permission for all parking stalls closed or impacted.

ii. Signs: Signs shall read: "NO PARKING - CONSTRUCTION TOW-AWAY ZONE". Signs shall be placed at least 72 hours in advance of restriction.

3.14 TRENCH PLATES AND EXCAVATIONS

a) General: Install Trench Plates across all trenches and excavations in existing streets and at driveways when work is not in progress. Trench plates shall be in accordance with the Standard Plans and Specifications and the CAMUTCD and approved by the City.

b) Design of Trench Plates:

i. Bridging for vehicular traffic shall be of sufficient width to accommodate the required number of travel lanes.

ii. Trench plates shall be designed to support H-20 vehicular traffic.

iii. All bridging or trench plates shall be set flush with travel surface.

c) Embed trench plates flush with the adjacent asphalt.

d) No trench or holes shall be left open overnight. Use steel plates to protect open trenches overnight.

c. Temporary steel plate bridging

a) When backfilling operations of a transverse or longitudinal excavation in the roadway cannot be properly completed within a work day, steel plate bridging with a non-skid surface and shoring shall be required to preserve unobstructed traffic and pedestrian flow. In such cases, the following conditions shall apply:

   i. Steel plates used for bridging must extend a minimum of 12-inches beyond the edges of the trench.

   ii. Steel plate bridging shall be flush with the roadway, and installed to operate with minimum noise or movement.

   iii. The trench shall be adequately shored to support the bridging and traffic loads.

   iv. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plates, if plate installation by Method 2 described below, is used.

   v. Bridging shall be secured against displacement by using adjustable cleats, shims, or other devices.

b) The Contractor is responsible for maintenance of the steel plates, shoring, asphalt concrete ramps, and ensuring that they meet minimum specifications.

c) Steel plate bridging and shoring shall be installed using either Method 1 or 2:

   i. Method 1 – For speeds of 45 MPH or greater:
   I. The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate. Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2-inches into the pavement. Subsequent plates are to be butted and tack welded to each other.

   ii. Method 2 – For speeds less than 45 MPH:
   I. Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2-in into the pavement. Subsequent plates are to be butted and tack welded to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 5 percent with a minimum 12-inch taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with either graded fines of asphalt concrete mix, concrete slurry, epoxy or an equivalent that is satisfactory to the Engineer.

3.15 TEMPORARY TRAFFIC LANES

a) Temporary traffic lanes shall be at least 10 feet wide, one lane open in each direction. Provide an additional 2 feet of clearance from curbs. The length of temporary lanes should be limited to the area under construction and the distance necessary to divert traffic in accordance with the Standard Plans and Specifications, the CAMUTCD, and the approved TC&PBAC Plans.

b) Turn lanes shall not be impacted without approval from the City.

3.16 TEMPORARY PAVEMENT DELINEATION

a) Temporary pavement delineation shall be furnished, placed, maintained, and removed in accordance with the provisions in Section 12-3, “Temporary Traffic Control Devices,” of the State Standard Specifications and these Technical Provisions. Nothing in these Technical Provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by the Department of Transportation.

b) Whenever the work causes obliteration of any or all of the pavement delineation, temporary or permanent delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline and limit line (e.g. stop bars or crosswalks) pavement delineation shall be provided at all times for traveled ways open to public traffic.

c) All work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt or loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

d) Temporary pavement markers and removable traffic type tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

e) Whenever lane lines and centerlines are obliterated, the minimum lane line and centerline delineation to be provided shall be temporary reflective raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary reflective raised pavement markers shall be the same color as the lane line or centerline markers replaced.

f) Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer’s instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required

d. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the contract items of work involved and no additional compensation will be allowed therefore.

3.17 STAGING AREAS

a) Provide staging areas for materials and equipment. Prior to the pre-construction meeting Contractor will provide a map exhibit of the proposed staging area as a formal submittal to the City. Water Pollution Control will be required at off-site staging areas.

b) The Contractor shall not phase the work to block vehicular access to an entire neighborhood at the same time. The Contractor shall allow for residents to have the option of parking no more than one block away while their street is being worked on.

c) If temporary closure of driveways is necessary to perform the work, the Contractor shall not stage the work to prohibit vehicular access to driveways for more than 4 hours.

3.18 VIOLATION OF WORKING TIME LIMIT & LATE PICK-UP TRAFFIC CONTROL

a) A violation of the working time limitations for traffic control (late pick-up of controls) as set forth in these Contract Documents may result in the Engineer to issue a written notice to Stop Work. The Stop Work shall be imposed on the Contractor at the start of the next or following working day after issuance of the Stop Work. The Stop Work will not be lifted, and the Contractor shall not resume work until after the Contractor assures the Engineer, in writing, that there will not be a reoccurrence of the working time violation and provides a plan for how operations will be conducted in the future to prevent such violation.

b) Further violations shall result in the Engineer to notify the Contractor in writing that there will be a price reduction charge for each incident in accordance with the following table. This incident price reduction charge may be deducted from any money due the Contractor. This price reduction will not be considered a penalty but will be a price reduction for failure to perform traffic control in compliance with these Contract Documents.

c) An incident is defined as any violation up to 30 minutes in duration. Each 30 minutes or increment thereof will be considered as an incident. A price reduction will be assessed for each successive or cumulative 30 minute period in violation of the working time limitations, as determined by the Engineer. The price reduction for each incident will increase at a progressive rate starting with $150 for the second incident and increasing to $1,200 for the fifth and subsequent incidents in accordance with the following schedule.

d) A 15-minute grace period will be allowed at the beginning of the second incident on the project before the price reduction is applied. This 15-minute grace period applies only to the second incident. The number of incident charges will be accumulative throughout the duration of the Contract.

INCIDENT TOTAL	INCIDENT PRICE	RATE REDUCTION
1st	Notice to Stop Work	----
2nd	$150	$150
3rd	$300	$450
4th	$600	$1,050
5th	$1,200	$2,250
6th	$1,200	$3,450
Etc.	$1,200	$4,650
Etc.	Etc.	

END OF SECTION

E-04 MONUMENT REFERENCING (INCL. PRE-CONSTRUCTION AND POST CONSTRUCTION)

PART 1 – GENERAL

1.1 OBJECTIVES

a) The Contractor shall adjust and relocate existing utility pipes, conduits, manholes, pullboxes, valves, and other related facilities shown on the plans that are interfering and conflicting with work such that the minimum clearance required between utility lines and facilities are met. Any existing utility (including drainage facilities regardless of size or type) identified for removal shall be completely removed, and proper reconnection to the existing or new facilities shall be provided as directed by the City.

b) Any work required to remove, relocate, or disposal of existing utility facilities as need to complete the Work specified in the Contract Documents, which are not included in the Bid Schedule, shall be considered as included in the various items of work and no additional compensation shall be allowed.

c) Irrigation Facilities

i. Keep existing irrigation facilities in place that are described to be removed, relocated, or modified until the Engineer determines they are no longer needed.

ii. Maintain the existing water supply. If the existing water supply is interrupted for more than 3 consecutive days, provide an alternative water supply. Water the existing plants in the area irrigated from that water supply, including those maintained by the Department, as necessary to maintain healthy plant growth.

iii. If you and the Department irrigate existing plants from the same water supply, furnish enough water to the Department for watering plantings on and off the highway as necessary to maintain a healthy condition through Contract acceptance.

iv. If you damage irrigation facilities not to be removed:

I. Remove and dispose of them.
II. Repair and replace damaged facilities within 10 days.
III. Use similar commercial-quality components from the same manufacturer or components that are compatible with the existing irrigation system if authorized.
IV. After completing the repair or replacement of the facilities, perform an operational test in the presence of the Engineer. If you repair or replace the remote control valves, conduct the test with the irrigation controller in the automatic mode.

d) Notify the Engineer:

i. At least 4 business days before shutting off the water supply to any portion of the existing irrigation system

ii. Immediately after restoring the water supply to any portion of the existing irrigation system

e) Survey Monuments: Protect survey monuments on and off the highway. Upon discovery of a survey monument not identified and located by the Department, immediately: Stop work near the monument and notify the Engineer. Do not resume work near the monument until authorized.

MONUMENT PROTECTION

a) Preservation: Existing Monuments must be preserved, in accordance with State Business & Professions Code section 8771. Do not disturb survey monuments that may/may not be shown on the plans including railroad spikes, brass tacks, nails or other markers set by surveyors, and advise the City upon discovery of these monuments to determine how they shall be preserved. Exercise caution when working around monuments so as not to disturb them. During milling, grinding, excavation or other operations, work around existing survey monuments unless specifically otherwise indicated on the Plans.

b) Corner Record: All existing survey monuments will be referenced prior to construction and corner record will be submitted to the City and the County Surveyor.

i. To comply with this Section, engage the services of a Licensed Land Surveyor to reference all monuments and file timely Pre- and Post-Construction Corner Records with the City and the County Surveyor.

ii. Referencing monuments requires setting at least two control points out side of the work area, with a bearing and distance measured from each control point to the monument to be preserved, by a field land survey crew using a total station survey equipment, or approved equal, under the direction of California Licensed Land Surveyor.

iii. Prepare corner record, submit corner record to the City and the County Surveyor.

iv. Obtain from the County Surveyor and submit to the City and/or County written acceptance of the required Pre-Construction Corner Records before construction commences on the project

c) Discovery & Notification: Contractor will review the site thoroughly to identify monuments in the work area. If existing survey monuments are encountered in the area of work which are not shown on the plans, Contractor will notify City and/or County immediately. Contractor will not proceed with work near the survey monument until the Contractor's Licensed Land Surveyor has established reference points to preserve the location of the monument, in accordance with State Business & Professions Code section 8771.

d) Record of Survey and Replacement: If a monument is disturbed or damaged during adjusting, milling or other operations, the Contractor shall be responsible for all costs associated with the reestablishment of the monument including but not limited to surveying performed by a Licensed Surveyor and filing documents with City and/or County and constructing the new monument. A Record of Survey must be submitted to the City and the County Surveyor for review and approval. Conform to City and County requirements for installation of new monuments.

e) AutoCAD: Provide the City with an AutoCAD DWG file for the monument survey.

1.2 REFERENCES

a) Standard Plans and Specifications, California Department of Transportation, latest edition.

1.3 MEASUREMENT AND PAYMENT

a) The contract **Lump Sum** price paid for "**Monument Referencing (Incl. Pre-Construction and Post-Construction)**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in monument referencing (pre-construction) and monument referencing (post-construction), submitting corner records with Santa Clara County, paying fees, providing drawings, complete in place, as shown in plans, as specified in these Special Provisions, and as directed by the Engineer.

b) Full compensation for work involved in the relocation of existing utility facilities due to interference or conflicts with work, in maintaining the minimum vertical or horizontal clearances, or in the reconnection of existing facilities to new facilities including providing necessary tools, materials, equipment and coordination shall be considered as included in the contract prices paid for various items of work involved, and no additional compensation shall be allowed.

PART 2 – (NOT USED)

PART 3 – (NOT USED)

END OF SECTION

E-05 PREPARE WATER POLLUTION CONTROL PROGRAM

PART 1 – GENERAL

1.1 SUMMARY

a) In compliance with the State and Federal regulations on construction storm water management and urban runoff pollution control, no pollutants will be allowed to enter the storm drainage system. The Contractor shall exercise every reasonable precaution to protect storm drains, inlets, drainage swales, streams, lakes, reservoirs, bays, and coastal waters from pollution with fuels, oils, bitumen's, calcium chloride and other harmful materials and shall conduct and schedule operations so as to avoid or minimize muddying and silting of streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

1.2 DEFINITIONS

a) **active area:** Area where soil-disturbing work activities have occurred at least once within 15 days.

b) **construction phase**: Phase that includes (1) the highway construction phase for building roads and structures, (2) the plant establishment, permanent erosion control establishment, and maintenance phase for placing vegetation for final stabilization, and (3) the suspension phase for suspension of work activities or a winter shutdown. The construction phase starts at the start of job site activities and ends at Contract acceptance.

c) **inactive area**: Area where soil-disturbing work activities have not occurred within 15 days.

d) **qualifying rain event**: Storm that produces at least 0.5 inch of precipitation with a 48-hour or greater period between rain events.

e) **run-on**: Water that originates off-site and flows onto the job site.

f) **storm event**: storm that produces or is forecasted to produce at least 0.10 inch of precipitation within a 24-hour period.

1.3 OBJECTIVES

a) If the WPCP measures being taken by the Contractor are inadequate to control water pollution effectively, the Engineer may direct the Contractor to revise the operations and the water pollution control program. The directions will be in writing and will specify the items of work for which the Contractor's water pollution control measures are inadequate. No further work shall be performed on those items until the water pollution control measures are adequate as may be determined by the Engineer.

b) The City will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised water pollution control program, nor for any delays to the work due to the Contractor's failure to submit an acceptable water pollution control program.

c) The Contractor may request the Engineer to waive the requirement for submission of a written WPCP program for control of water pollution when the nature of the Contractor's operation is such that erosion is not likely to occur. Waiver of this requirement will not relieve the Contractor from responsibility for compliance with the other provisions of this section or local, State or Federal laws pertaining to water quality. Waiver of the requirement for a written program for control of water pollution will not preclude requiring submittal of a written WPCP program at a later time if the Engineer deems it necessary because of the effect of the Contractor's operations. The Contractor shall be responsible for briefing and assuring that all his subcontractors comply with Urban Runoff Pollution Prevention requirements including the installation and Best Management Practices. The Contractor is advised that stop work notices and other penalties may be issued for noncompliance with storm water pollution discharge control requirements.

d) Unless otherwise approved by the Engineer in writing, the Contractor shall not expose a total area of erodible earth material, which may cause water pollution, exceeding one acre for each separate location, operation or spread of equipment before either temporary or permanent erosion control measures are accomplished.

e) Where erosion, causing water pollution is probable due to the nature of the material or the season of the year, the Contractor's operations shall be so scheduled that permanent erosion control features will be installed concurrently with or immediately following grading operations.

f) Nothing in the terms of the contract nor in the provisions in this shall relieve the Contractor of the responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code, and all other applicable statutes relating to prevention or abatement of water pollution.

g) When borrow material is obtained from other than commercially operated sources, erosion of the borrow site during and after completion of the work shall not result in water pollution. The material source shall be finished, where practicable, so that water will not collect or stand therein.

h) The requirements of this section shall apply to all work performed under the contract and to all non-commercially operated borrow or disposal sites used for the project.

i) The Contractor shall also conform to the following provisions:

i. Where working areas encroach on live streams, barriers adequate to prevent the flow of muddy water into streams shall be constructed and maintained between working areas and streams, and during construction of the barriers, muddying of streams shall be held to a minimum.

ii. Removal of material from beneath a flowing stream shall not be commenced until adequate means, such as a bypass channel, are provided to carry the stream free from mud or silt around the removal operations.

iii. Should the Contractor's operations require transportation of materials across live streams, the operations shall be conducted without muddying the stream. Mechanized equipment shall not be operated in the stream channels of the live streams except as may be necessary to construct crossings or barriers and fills at channel changes.

iv. Water containing mud or silt from aggregate washing or other operations shall be treated by filtration, or retention in a settling pond, or ponds, adequate to prevent muddy water from entering live streams.

v. Oily or greasy substances originating from the Contractor's operations shall not be allowed to enter or be placed where they will later enter a live stream.

vi. Portland cement or fresh Portland cement concrete shall not be allowed to enter flowing water of streams.

vii. When operations are completed, the flow of streams shall be returned as nearly as possible to a meandering thread without creating possible future bank erosion, and settling pond sites shall be graded so they will drain and will blend in with the surrounding terrain.

viii. Material derived from roadway work shall not be deposited in a live stream channel where it could be washed away by high stream flows.

ix. Where there is possible migration of anadromous fish in streams affected by construction on the project, the Contractor shall conduct work operations so as to allow free passage of the migratory fish.

x. In the process of constructing this project, the Contractor shall comply with all requirements, conditions, recommendations, and provisions of all permits issued for this project. The Contractor shall also comply with all local, State, and Federal laws or requirements related to storm water quality and urban runoff management.

xi. All de-watering operations in conformance with these Contract Documents must be reviewed and approved by the Engineer in writing prior to commencement.

j) Compliance with the provisions in this section shall in no way relieve the Contractor from the responsibility to comply with the other provisions of the contract, in particular the responsibility for damage and for preservation of property.

k) Street Sweeping:

l) The Contractor shall at the end of each working day, or as directed by the Engineer, clean and sweep all roadways, sidewalks, gutters, and paved areas within the project site of all materials deposited by, attributed to, or involved in the work. Water shall not be used to wash down streets in place of sweeping.

m) Waste Disposal:

n) The Contractor shall at the end of each working day, collect and properly dispose of all scrap, debris, and waste material. Hazardous material disposal shall be done in accordance will all local, state, and federal laws.

o) Hazardous Material Storage:

xii. The Contractor shall label and store all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels; and all hazardous wastes, such as waste oil and antifreeze; in accordance with all applicable State and Federal regulations.

xiii. The Contractor shall store all hazardous materials and all hazardous wastes in accordance with secondary containment regulations, and it is recommended that these materials and wastes be covered, as needed, to avoid potential management of collected rain water as a hazardous waste.

xiv. The Contractor shall keep an accurate, up-to-date inventory, including Material Safety Data Sheets (MSDSs), of hazardous materials and hazardous wastes stored on-site, to assist emergency response personnel in the event of a hazardous materials incident.

p) Use of Pesticides:

i. The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the work on the contract.

ii. Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematicides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilant and repellents.

iii. Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

1.4 SUBMITTALS

A. Within 48 hours after (1) the end of a storm event resulting in a discharge, (2) a non-stormwater discharge, or (3) receiving a written notice or an order from the RWQCB or another regulatory agency, submit the following information:

1. Date, time, location, and nature of the activity and the cause of the discharge, notice, or order
2. Type and quantity of the discharge
3. WPC practices in use before the discharge or before receiving the notice or order
4. Description of WPC practices and corrective actions taken to manage the discharge or cause of the notice.

B. The Contractor shall submit three (3) copies of the Water Pollution Control Program (WPCP) to the Engineer within fifteen (15) calendar days after Notice of Award. No construction work shall begin on the project until the Contractor receives written notification from the Engineer that the WPCP is acceptable.

C. Water pollution control work is intended to provide prevention, control and abatement of water pollution to streams, waterways and other bodies of water, and shall consist of constructing those facilities which may be shown on the plans, specified herein or in the special provisions, or directed by the Engineer.

D. In order to provide effective and continuous control of water pollution it may be necessary for the Contractor to perform the contract work in small or multiple units, on an out of phase schedule, and with modified construction procedures. The Contractor shall provide temporary water pollution control measures, including but not limited to, dikes, basins, ditches, and applying straw and seed, which become necessary as a result of the Contractor's operations. The Contractor shall coordinate water pollution control work with all other work done on the contract.

E. Before starting any work on the project, the Contractor shall submit a plan to control water pollution effectively during construction of the project Water Pollution Control Program (WPCP). The plan shall show the schedule for the erosion control work included in the contract and for all water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effects of the operations upon adjacent streams and other bodies of water. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until the WPCP program has been accepted.

F.

1.5 MEASUREMENT & PAYMENT:

A. The contract **Lump Sum** price paid for "Prepare **Water Pollution Control Program**" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the preparation of and maintenance of the Water Pollution Control Program (WPCP) for the site and for implementation of the WPCP, complete in place, as specified in these Technical provisions, and no additional compensation will be allowed.

Payment of the lump sum price for "Prepare Water Pollution Control Program" shall be made as follows:

1. A maximum of 10% of the lump sum price for Prepare Water Pollution Control Program shall be paid to the Contractor upon City's acceptance of the Water Pollution Control Program (WPCP).
2. A maximum of 20% of the lump sum price for "Prepare Water Pollution Control Program" shall be paid to the Contractor upon installation of the initial water pollution control measures for the entire project. The remaining amount shall be prorated until all of the water pollution control measures are installed.

PART 2 - (NOT USED)

END OF SECTION

E-06 CONSTRUCTION LAYOUT

PART 1 - GENERAL

1.1 SUMMARY

a) Section includes but not limited to Construction Staking

b) All surveying work shall be performed under the responsible charge of a land surveyor licensed in the State of California.

1.2 REFERENCES

a) Cal/OSHA – California Division of Occupation Safety and Health

b) Underground Services Alert (USA)

1.3 MEASUREMENT AND PAYMENT

a) Full compensation for "**Construction Layout"** shall be considered as included in the contract unit prices paid for the various items of work performed and shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in construction staking, specified herein, and no additional compensation shall be made therefor.

1.4 CONSTRUCTION SURVEY QUALITY CONTROL

a) All parties agree that the construction surveying process described herein is a critical aspect of the project quality control and included in the project bid. If any part of this Specification Section is bypassed or omitted from the construction process the design engineer cannot be responsible for the installed concrete and utility grades and/or locations.

PART 2 - (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

a) All work shall be done in accordance with Chapter 12, "Construction Surveys," of the Caltrans Department's Surveys Manual, these Special Provisions, the Contract Plans, and as directed by the Engineer.

b) Contractor shall provide all the project construction surveying and all costs related to establishing construction staking, providing quality control surveying, performing an as-built survey and submitting AutoCAD files of the as-built information. All construction surveying shall be performed under the direction of a Professional Land Surveyor licensed in the State of California. The Contractor shall be responsible for all land surveying and shall be responsible for replacing control points or survey monuments lost or damaged during the course of construction.

3.02 CONSTRUCTION STAKING

a) Construction staking shall be defined as: “Markings set in the field by a CA Licensed Land Surveyor, prior to construction, with horizontal coordinates and vertical dimensions to the items identified below. All field markings shall be completed under the direction of Land Surveyor licensed by the State of California.” The Contractor shall be responsible for replacing established survey points lost or damaged during the course of construction.

b) Listed below are the some of the items to be surveyed/staked.

   i. Pavement Digouts as needed

   ii. Curb/Curb & Gutter - Top of curb, flow line and lip of gutter at begin of curve, end of curve, every 25' and at all changes in direction.

   iii. Curb ramps (beginning, end, mid-point, back corners)

   iv. Other staking requirements as described in the Special Provisions.

E-07 HOT MIX ASPHALT (TYPE A)

PART 1 – GENERAL

1.1 SUMMARY

a) Work shall consist of furnishing and placing asphalt concrete pavement under the Standard Construction Process, resurfacing of existing pavement, base pavement repair and building up the asphalt concrete pavement section to achieve the minimum cross slope. The work shall include mixing aggregate and asphalt binder at a central mixing plant, spreading and compacting the mixture, and furnishing and applying prime coat, and tack coat to the lines, grades, and dimensions shown in the Contract Documents. Asphalt concrete shall conform to the provisions of Section 39, “Asphalt Concrete”, of the 2023 State Standard Specifications and to these Technical Provisions.

1.2 SUBMITTALS

b) The Contractor shall provide a Certificate of Compliance for Asphalt concrete and other materials used under this Section in conformance with the requirements of the Contract Documents.

c) The Contractor shall provide an Asphalt concrete mix design in compliance with the requirements of the Contract Documents.

d) Contractor shall provide the City Engineer with certified weight tickets furnished at the time of delivery to the inspector in the field.

e) Contractor shall provide HMA – Type A with RAP 15% max. No Warm Mix Asphalt is approved for this project unless otherwise directed by City Engineer.

1.3 MEASUREMENT & PAYMENT

f) The contract price paid per **Ton** for **“Hot Mix Asphalt (Type A)”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and placing hot mix asphalt, complete-in-place, including saw cutting, compaction, spreading, over excavation, protect all existing utility covers, crack sealing, tack coat, paint binder, installing temporary pavement delineation, maintaining, and removing temporary pavement delineation when no longer needed, and built-up pavement section to achieve required cross slope, as specified in Contract Drawings, State Standard Specifications and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

PART 2 – PRODUCT

2.1 ASPHALT PAVING

g) Asphalt Concrete shall conform to Section 39 – Hot Mix Asphalt of the latest State Standard Specifications and the City Standard Specifications.

h) Asphalt Concrete for surfacing shall be Hot Mix Asphalt (HMA) Type A with RAP 15% max.

i) Relative compaction will be determined by California Test 375. Laboratory specimens will be compacted in conformance with California Test 304. Contractor is responsible to provide QC testing for compaction. For frequency, testing, and inspection requirements, see Exhibit A. The Contractor shall hire a testing laboratory, approved by the City, to perform compaction testing for aggregate concrete in conformance with these Technical Provisions to the satisfaction of the City. The test results shall be submitted to the City for any paving. The Contractor shall be responsible for the cost of all testing. The Contractor shall provide a minimum of two compaction readings for each area as shown in the Contract Drawings and specified in this Technical Provision. The City's Inspector shall determine, in the field, the location of the readings per each area.

2.2 Asphalt Materials:

j) Aggregate Grading - Hot mix asphalt (HMA) shall be produced at a central mixing plant. Aggregate for the final lift or top lift shall be a ½ inch maximum, specified in Section 39-1.02E, "Aggregate," of the State Standard Specifications. For intermediate courses, aggregate shall conform to the ¾ inch maximum

k) Asphalt Binder - Asphalt Binder to be mixed with the aggregate shall conform to the provisions of Section 92, "Asphalts", of the State Standard Specifications and shall be paving asphalt Performance Grade PG 64-10 or better in conformance to Section 92-1.02(B) of the State Standard Specifications, unless otherwise directed by the Engineer.

l) Paint Binder (Tack Coat) - Liquid emulsion SS-1 shall be in conformance with Section 94, "Asphaltic Emulsions", of the State Standard Specifications. No fog seal will be required.

m) Crack Seal per requirements of E-19, Crack Seal.

PART 3 - EXECUTION

3.1 Procedures:

n) Complete street closures are not permitted unless otherwise approved by the Engineer. Contractor must make provisions to allow minimum of one 11 foot wide lane of traffic open in each direction and provide one driveway access to each affected property at all times during working hours. Contractor must stage accordingly and may not remove larger areas than can be constructed and reopened in a given day.

o) The final lift shall be placed in 2” minimum layer and the intermediate shall be placed in 3” maximum layer. The finished surface shall conform to the surrounding grade and contour, achieve the minimum required cross slope as shown per the Contract Drawings, and shall not trap water or present a visible hump.

p) The contractor is responsible for implementing measures as needed to allow for work to proceed during cold weather, should it occur.

q) Where the existing asphalt concrete section is milled less than one inch thickness (i.e. remaining asphalt section is less than 1 inch thickness), the first lift of asphalt concrete shall be placed the same shift..

r) A drop-off of more than two inches will not be allowed at any time between adjacent lanes open to public traffic.

s) Prior to any lift of HMA, Contractor shall crack seal. See CRACK SEAL section for specifications.

t) Paint Binder (Tack Coat)

i. A paint binder of liquid emulsion SS-1 tack coat shall be applied to existing pavement including planed surfaces, between HMA layers, and all vertical surfaces of existing pavement, curbs, gutters, and construction joints in the surfacing against which additional material is to be placed and to pavement to be surfaced prior to overlay.

ii. The surface shall be free of water, foreign material, or dust, when the tack coat is applied. The area to which prime coat or paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking of binder material onto existing pavement surfaces beyond the limit of construction. The contractor is responsible for cleanup and/or re-stripe of adjacent streets outside of the construction limits that tack coat is tracked.

u) Spreading and Compacting

i. Spreading and compacting shall be performed by methods that will produce an asphalt concrete surface of uniform smoothness, texture and density. The Contractor shall comply with provisions of Section 39-1.11, “Transporting, Spreading and Compacting”, of the State Standard Specifications. The finished surface shall meet the straight edge requirements of Section 39-1.12, “Smoothness”, of the State Standard Specifications.

ii. When placing asphalt concrete to established lines and grades, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed and maintained by the Contractor.

iii. When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 30 feet long. The end of the screed farthest from centerline shall be controlled by an automatic transverse slope device set to reproduce the cross slope designated by the Engineer.

iv. When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01-foot tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

v. Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance the paving operations shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment.

vi. Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day, however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting another day's work.

vii. The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles before and after paving operations. All other areas will require hand-sweeping.

viii. All mixtures shall be placed and spread at a temperature of not less than 260 degrees F, and not greater than 300 degrees F. Initial or breakdown rolling shall be performed immediately after placement. Asphalt concrete shall not be placed when the atmospheric temperature is below 50 degrees F (10 degrees C) or during unsuitable weather, as determined by the Engineer.

ix. Asphalt concrete placed in layers less than 1 inches (0.08') compacted thickness or widths of less than 5 feet shall be spread and compacted with the equipment and by the methods specified in Section 39. All other asphalt concrete shall be compacted and finished in conformance with the provisions of Section 39, amended as follows:

x. Section 39-1.11, "Transporting, Spreading and Compacting", of the State Standard Specifications of the State Standard Specifications is amended to read:

xi. The Contractor shall furnish not less than two (2) rollers with each paving operation and specified compaction and surface finish required by these specifications.

xii. All rollers shall be equipped with pads and water systems which prevent sticking of asphalt mixtures to the pneumatic- or steel-tired wheels. A parting agent, which will not damage the asphalt mixture, as determined by the Engineer, may be used to aid in preventing the sticking of the mixture to the wheels. Areas inaccessible to the rollers shall be compacted by use of a power compactor of the high-impact vibra plate type, capable of attaining the same compaction as the rolled areas.

xiii. The following shall supplement the requirements of Section 39-2.01C(2) "Spreading and Compacting Equipment":

xiv. "The first coverage of initial or breakdown compaction shall be performed when the temperature of the mixture is not less than 260°F, and all breakdown compaction shall be completed before the temperature of the mixture drops below 200°F. The initial and breakdown compaction shall be followed immediately by additional rolling. Asphalt concrete shall be compacted by any means to obtain the specified compaction before the temperature of the mixture drops below 150°F. Additional rolling to achieve the specified compaction will not be permitted after the temperature of the mixture drops below 150°F or once the pavement is opened to public traffic. When vibratory rollers are used as finish rollers the vibratory unit shall be turned off."

xv. "Rolling shall be performed in such a manner that cracking, shoving, or displacement will be avoided. If heat cracking occurs in the asphalt surfacing during rolling operations, the Contractor shall, at the direction of the Engineer, provide a pneumatic tired roller in place of a steel-tired roller to follow the breakdown roller. Coverage with the pneumatic-tired roller shall start when the temperature of the mixture is as high as practicable, preferably above 180° F., and shall be completed while the mixture is at or above 150° F."

xvi. Asphalt concrete shall be compacted to a minimum relative compaction of 95% and shall be finished to the lines, grades and cross section shown on the plans. In-place density of asphalt concrete will be determined prior to opening the pavement to public traffic. Relative compaction will be determined by California Test 375. Laboratory specimens will be compacted in conformance with California Test 304.

xvii. Large aggregate that migrates to the surface during handwork shall be returned to the paver box rather than scattered over the surface of the mat.

xviii. Any time new asphalt concrete is to be placed in contact with existing asphalt concrete, the surface shall be cleaned and a tack coat of asphaltic emulsion applied to insure proper bond. Tack coat shall be applied at a rate equivalent to 0.05 to 0.15 gallons per square yard undiluted.

xix. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume. If Kraft paper is not used, the cold joint must be sawcut prior to the next day's paving.

xx. The completed surface shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by blading or other equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations, or other objectionable marks in the asphalt concrete surface shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

xxi. When a straightedge 12 feet long is laid on the finished surface and parallel to the centerline, the surface shall not vary more than 0.01 foot from the lower edge of the straightedge. The transverse slope of the finished surface shall be uniform to a degree that no depressions greater than 0.02 foot are present when tested with a straightedge 12 feet long laid in a direction transverse to the center line and extending from edge to edge of a 12 foot traffic lane.

xxii. The Contractor shall notify the Engineer in writing if the base or subgrade condition will prevent the Contractor from meeting the specified tolerances. Failure to notify prior to commencement of paving operation shall be considered as Contractor's concurrence that base and subgrade surface is suitable for installation of pavement to tolerances stated.

xxiii. The tracks or wheels of spreading equipment shall not be operated on the new asphalt concrete pavement until final compaction has been completed. Trucks, loaded or empty, shall not be allowed on the new roadway surface until the asphalt concrete reaches ambient temperature.

xxiv. Base courses at all conforms, and any areas inaccessible to rollers such as around manholes, water valves, etc. shall be mechanically compacted with a rammer or tamper with particular attention to the edges and corners of the excavations.

xxv. The Contractor shall have the option of providing the extra manpower and equipment necessary to work under low over hanging branches or to hire a licensed arborist to trim trees for adequate clearance. A list of proposed trees to be trimmed shall be submitted for Engineer approval prior to proceeding. Written permission shall be obtained from the property owner for any trees on private property prior to proceeding.

v) Subgrade Preparation – “if applicable”

i. Subgrade shall be constructed true to grade and depth as indicated on the Contract Drawings.

ii. Prior to the placement of hot mix asphalt: The subgrade shall be firm, hard and unyielding under the load of heavy construction equipment, subgrade material shall have a minimum relative compaction of ninety percent (90%) as determined by test method ASTM D557 and 2922, shall be thoroughly moistened with water without ponding to the satisfaction of the Engineer, relative compaction tests of the subgrade may be made by the City. Contractor shall make the work available for such testing.

w) Paving Joint: No excess buildup or unsightly appearance shall be permitted on longitudinal or transverse joints. Sand sealing of joints may be required.

x) Temporary Pavement Delineation

i. Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12-3.01, “General”, of the State Standard Specifications and these Technical Provisions. Nothing in these Technical Provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by the Department of Transportation.

ii. Do not allow traffic on new HMA until its surface temperature is below 120° F. The contractor may request in writing to the Engineer to authorize cooling of HMA Type A with water when rolling is complete.

iii. Whenever the work causes obliteration of any and all of the pavement delineation, temporary or permanent delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline, edge line and limit line (e.g. stop bars or crosswalks) pavement delineation shall be provided at all times for traveled ways open to public traffic.

iv. All work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt or loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

v. Temporary pavement markers and removable traffic type tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

vi. Whenever lane lines and centerlines are obliterated, the minimum lane line and centerline delineation to be provided shall be temporary reflective raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary reflective raised pavement markers shall be the same color as the lane line or centerline markers replaced.

vii. Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

END OF SECTION

E-08 BASE REPAIR (2” & 4” THICK)

PART 1 – GENERAL

1.1 GENERAL

a) Work shall consist of furnishing and placing asphalt concrete pavement section, removal and traffic marking and disposal of existing concrete and asphalt concrete pavement section to the lines, grades, and dimensions as shown on the Contract Drawings and as directed by the Engineer. Asphalt concrete shall conform to the provisions of Section 39, “Asphalt Concrete”, of the State Standard Specifications and to these Technical Provisions. Aggregate Base shall conform to the provisions of Section 26, "Aggregate Base", of the State Standard Specifications and to these Technical Provisions.

1.2 SUBMITTALS

a) The Contractor shall provide a Certificate of Compliance for Asphalt Concrete, Portland Cement Concrete, Traffic Marking, and other materials used under this Section in conformance with the requirements of the Contract Documents.

b) The Contractor shall provide an Asphalt Concrete mix design in compliance with the requirements of the Contract Documents.

c) The Contractor shall submit Concrete Mix Design in conformance with State Standard Specifications and these Technical Provisions to the Engineer for review and approval 15 days prior to work.

d) Contractor shall submit concrete Compressive Strength testing results in accordance with State of California Test Method No. 521 and 540.

e) Contractor shall provide the Engineer with certified weight tickets furnished at the time of delivery to the inspector in the field.

f) Contractor shall provide a submittal for Class 2 Aggregate Base (AB). Contractor will coordinate with the City to provide a sample of AB to determine the compaction curve.

1.3 MATERIALS

a) Materials shall conform to Section E-07, “Hot Mix Asphalt (Type A)” and Section E-10 “Portland Cement Concrete Construction”. The Contractor shall hire a testing laboratory, approved by the City, to perform compaction testing for aggregate concrete in conformance with these Technical Provisions to the satisfaction of the City. The test results shall be submitted to the City for any paving. The Contractor shall be responsible for the cost of all testing. The Contractor shall provide a minimum of two compaction readings for each area of concrete placement as shown in the Contract Drawings and specified in this Technical Provision. The City’s Inspector shall determine, in the field, the location of the readings per each area.

1.4 PROCEDURES

a) Prior to beginning base repairs work, the Contractor shall conduct a field review of each base repair with the Engineer or Inspector. The Contractor shall layout base repairs per the dimensions shown on the plan, and notify the Engineer when the layout is completed. The Engineer or Inspector and Contractor shall record the agreed dimensions for each base repair location. Size of the repairs shall not vary from this agreement unless specified in writing by the Engineer. Additional compensation shall not be allowed for base repairs in excess of the agreed upon size.

b) Any base repairs proposed in areas that require cold plane milling will be completed after cold plane milling. Base repair shall be completed within 5 working days from any cold plane milling. See section E-09 for Asphalt Concrete Grinding.

c) Where the remaining asphalt concrete section is less than one inch thickness, the first lift of asphalt concrete shall be placed the same shift.

d) The Contractor shall remove existing asphalt concrete pavement and the underlying materials to a minimum dimensions and depth as shown on Contract Drawings and agreed upon by the Engineer by sawcutting or by grinding. Overcutting at the ends of sawcuts shall not be allowed.

e) All edges shall be saw-cut or milled vertical in conformance to Technical Provision E-09, “Asphalt Concrete Grinding.” Exposed edges shall be protected against breakage with timbers or AC mix whenever a roller enters or leaves the reconstructed area.

f) The Contractor shall excavate around the frame and cover structure in a neat perimeter with a diameter not greater than necessary to remove and replace concrete collar. The top concrete collar shall be constructed to match the finish grade of the pavement. Frame and cover structures damaged during construction shall be replaced at Contractor’s expense. Note that existing concrete collars may not conform to City Standard Details. Where existing concrete collars does not conform to City Standard Details, Contractor shall be responsible for constructing new collar per City Standard Details.

g) Contractor shall clean all AC debris and remove any and all tack oil from all structures.

h) Concrete collars shall be poured before 12 noon and shall be protected with steel trench plates until it can support traffic without damage, 3 days minimum.

i) If the frame or cover is unstable or noisy under traffic, the conditions shall be corrected by placing a coil of asphalt saturated rope, a plastic-type washer or asphaltic compounds approved by the Engineer, on the cover seat.

j) The Contractor shall make all arrangements for legally disposing of excavated materials.

k) The Contractor is allowed to safely close off the base repair work areas with water-filled barriers and or skid resistant steel plates if placement of asphalt concrete is to be installed in the same day by the end of the lane closure restrictions. If placement cannot occur in the same day, the asphalt concrete placement shall be installed the following day and the Contractor shall place skid resistant steel plates over base repair work zone.

l) Asphalt placement and the initial breakdown rolling shall occur at a minimum temperature of 255 degrees Fahrenheit. **The asphalt concrete shall be placed and compacted to ninety five percent (95%) density** and shall meet the elevation of the existing pavement contour without any depressions, humps, or other defects or poor workmanship. Areas inaccessible to rollers shall be compacted by use of a power compactor of the high impact, capable of attaining the same compaction as the rolled areas.

m) Relative compaction will be determined by California Test 375. Laboratory specimens will be compacted in conformance with California Test 304. Contractor is responsible to provide QC testing for compaction. For frequency, testing, and inspection requirements, see Exhibit A. The Contractor shall hire a testing laboratory, approved by the City, to perform compaction testing for aggregate concrete in conformance with these Technical Provisions to the satisfaction of the City. The test results shall be submitted to the City for any paving. The Contractor shall be responsible for the cost of all testing. The Contractor shall provide a minimum of two compaction readings for each area as shown in the Contract Drawings and specified in this Technical Provision. The City's Inspector shall determine, in the field, the location of the readings per each area.

n) Prior to the placement of the asphalt concrete, the Contractor shall apply a tack coat to all faces of the existing asphalt pavement.

o) Hot Mix Asphalt for Base Repair may be placed in a single lift of 3" thick or less.

p) Potential to Encounter Paving Fabric and Concrete Slab:

q) All paving fabric and concrete slab removed as part of the base repair work shall become the property of the Contractor and shall be responsible to dispose of the material at a legal disposal site.

r) Traffic Markings:

i. Traffic Marking removed and/or damaged in conjunction with base repair work shall be replaced in kind in to match existing and conform to Techical Provision E-12, “Traffic Marking.” Compensation for removal and replacement of traffic markings shall be considered as included in the contract unit price paid for the various items of work and no additional compensation will be allowed.

1.5 MEASUREMENT AND PAYMENT

a) The contract price paid per **Square Foot** for **“Base Repair (2” and 4” Thick)** shall include full compensation for furnishing all labor, material, equipment, tools, and incidentals, and for doing all the work involved in furnishing and placing asphalt concrete, complete-in-place, including removing asphalt concrete, hauling and disposal of excavated materials, furnishing and placing water-filled barriers or steel plates, dig-outs, cold plane milling, staged construction, temporary conforms, final and temporary traffic striping, markings and markers, tack coats, and paint binders, as specified in Contract Drawings, State Standard Specifications and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore. Limits of the base repairs shall be marked in the field and agreed upon by the Engineer and no additional compensation shall be made for materials placed outside of these limits marked.

PART 2 – (NOT USED)

PART 3 – (NOT USED)

END OF SECTION

E-09 ASPHALT CONCRETE GRINDING (2” AND 2.5” THICK)

PART 1 – GENERAL

1.1 SUMMARY

Cold plane milling, including wedge grinding and conform grinding, shall be performed to the depth and dimensions of asphalt concrete and concrete pavement as designated on the Contract Drawings, these Technical Provisions, and as directed by the Engineer.

1.2 WORK INCLUDED

Cold planing the existing asphalt concrete pavement to the depth shown.

1.3 SUBMITTALS

a. Contractor shall provide the Engineer with certified weight tickets for disposal of material at legal disposal site within 5 days of disposal.
b. Contractor shall submit a Haul Route Plan to the Engineer for approval, 15 days prior to performing cold plane milling. Contractor shall provide all weight tags for pavement millings to be off-hauled to the Engineer at the end of each workday.
    (i) Quality control plan
    (ii) Mix Design
    (iii) Contingency plan

1.4 EQUIPMENT

a. The machine used for milling shall be specially designed and built for milling of bituminous pavements without the addition of heat, with the ability to plane Portland cement concrete areas. The cutting drum shall be a minimum of 48” inches wide and shall be equipped with carbide-tipped cutting teeth placed in a variable lacing pattern to produce the desired finish. Wedge grinding shall be performed using machines equipped with a cutter head of no less than six feet (6’) in width and shall be operated so as not to produce fumes or smoke. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation. The depth, width and shape of the cut shall be as indicated on the typical cross sections and/or details, and as directed by the Engineer.

b. The machine shall be capable of being operated at speeds from 0 to 40 feet per minute. It shall be self-propelled and have the capability of spraying water at the cutting drum to minimize dust. The machine shall be capable of removing the material next to the gutter of the pavement being reconditioned and be designed so that the operator can at all times observe the milling operation without leaving the controls. The machine shall be adjustable for slope and depth and shall deep cut in one pass a maximum of three (3”) inches without producing fumes or smoke.

1.5 PROCEDURES

a. The surface of pavement after milling shall be uniformly rough grooved or ridged depth, width, length and shape of the milled areas shall be as indicated on the Contract Drawings and as directed by the Engineer. Locations on the Contract Drawings designated as “Conform” or “Limit of Work” are approximate and the Engineer shall verify actual locations in the field. After pavement removal, the Contractor shall clean and prepare existing surface for placement of new asphalt concrete.

b. Milling of existing asphalt concrete pavement shall be performed by the cold plane milling method. Milling of the asphalt concrete pavement shall not be done by the heater planing method.

c. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Milling of asphalt concrete pavement operations shall be performed without damage to the adjacent surface to remain in place.

d. Planed widths of pavement shall be continuous except for intersections at cross streets where the milling shall be carried around the corners and through the conform lines. Following milling operations, a drop-off of more than 2 inches will not be allowed at any time between adjacent lanes open to public traffic.

e. Where the remaining asphalt concrete section is less than one inch thickness, the first lift of asphalt concrete shall be placed the same shift.

f. Any sections of asphalt that become loose after grinding shall be removed and disposed of by the Contractor at the Contractor’s expense. If grinding operations begins to pulverize the asphalt concrete to remain the Contractor shall notify the Engineer immediately. In locations where the grinding operation begins to pulverize the remaining asphalt concrete, the Contractor shall use a smaller grinder to prevent asphalt concrete damage.

g. The Contractor is notified that existing pavement fabric may be encountered in the areas to be ground. No additional compensation beyond the unit price bid for cold plane milling will be made to the Contractor based on the presence of fabric in pavement sections or the presence of existing asphalt above the lip of gutter.

h. Additional profiling passes along minor streets may be required to correct isolated street anomalies as directed by the Engineer and no further payment will be made therefore.

i. Any base repairs proposed in areas that require cold plane milling will be completed after cold plane milling. Base repair shall be completed within 5 working days from any cold plane milling. See section E-08, “Base Repair”.

j. Sweeping & Equipment - Refer to the Technical Provisions for project sweeping requirements. The Contractor shall furnish and operate a power pick-up broom sweeper before and after grinding operations to remove gravel and other debris from the roadway prior to opening to traffic. Sidewalks, gutters, driveways, and all

other areas will require hand-sweeping. Power sweepers that don't pick-up the material shall not be used.

k. The material planed from the roadway surface, including material deposited in existing gutters, driveways, around structures, or on the adjacent traveled way, shall be removed and disposed at a legal dumpsite at no additional compensation. Material removal operations shall be concurrent with cold-plane milling operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer.

l. The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles for final clean-up work and shall keep the milled area cleaned and maintained at all times until the street has been resurfaced.

m. Water Valve Boxes-City water valve boxes shall remain accessible to allow City staff to operate valves during an emergency. The Contractor shall not obstruct or bury City water valve boxes without prior approval by the Engineer. In no case shall water valve boxes be inaccessible for longer than 24 hours.

n. Asphalt Temporary Tapers-Where transverse joints are milled in the pavement at conform lines, no drop-off shall remain between the existing pavement and the milled area when the pavement is opened to public pedestrian or vehicle traffic. In areas which have been cold milled or excavated where the offset equals or exceeds 3/8 inch, a temporary asphalt concrete taper shall be constructed before the pavement is to be opened to public traffic, including adjacent to curb ramps and driveways. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:12 (Vertical: Horizontal) or flatter to the level of the milled area.

o. Asphalt concrete for temporary tapers shall be of commercial quality meeting the requirements of these Technical Provisions, and Section 39 of the State Standard Specifications. It shall be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of all loose material from the underlying surface, before placing the permanent surfacing. Operations shall be scheduled so that not more than 7 calendar days shall elapse between the time when transverse joints are milled in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

1.6 MEASUREMENT AND PAYMENT

a. The contract price paid per Square Yard for **"Asphalt Concrete Grinding (2" and 2.5")**",shall include full compensation for all labor, materials, tools, equipment, and disposing of ground material, complete in place as shown on the plans, as specified in the Standard Specifications, the Special Conditions and these Technical Specifications, and as directed by the City Engineer.

PART 2 – (NOT USED)

PART 3 – (NOT USED)

END OF SECTION

E-10 CRACK AND SLURRY SEAL

PART 1 – GENERAL

1.01 WORK INCLUDED

a) Work covered by this section includes the cleaning out and sealing of cracks within all areas of the project scope labeled for crack and slurry seal and cape seal. Cracks ¼-inch to 1-inch in width shall be sealed with asphalt rubber crack seal material.

1.02 REFERENCES

a) American Society of Testing Materials (ASTM)

i. Section D6690, Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

1.03 SUBMITTALS

a) Contractor shall submit certificates from suppliers stating compliance of materials with the requirements of this section.

1.04 MEASUREMENT AND PAYMENT

a) Full compensation for "**Crack and Slurry Seal**" shall be considered as included in the contract unit prices paid for the various items of work performed and shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved cleaning the existing cracks, high-pressure air nozzle and/or mechanical cleaning process, applying crack sealant, complete in place, including the removal and disposal of the resulting material, as shown on the plans for the areas labeled as Cape Seal.

b) The contract price paid per **Sq Yd** for **"Crack and Slurry Seal"** shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved cleaning the existing cracks, high-pressure air nozzle and/or mechanical cleaning process, applying crack sealant, complete in place, including the removal and disposal of the resulting material, as shown on the plans for the areas labeled as Crack and Slurry Seal.

PART 2 - MATERIAL AND EQUIPMENT

2.01 HOT APPLIED SEALANT (For cracks less than 1")

a) Type 3 Sealant in accordance with Standard Specification.

b) The crack sealant material shall be a hot-applied mixture of paving asphalt and ground rubber or ground rubber and polymer. The following products, their current equivalents, or approved equal are considered acceptable:

Manufacturer	Product Name
Crafco, Inc	Deery 180
Crafco, Inc	Polyflex CA
Maxwell Products	Elastoflex CA
RW Materials, LLC	RW306CS3
SealMaster	CrackMaster PL

2.02 ASPHALT CONCRETE MIX (For cracks larger than 1" and not in dig-out area)

a) The asphalt to be used shall have a maximum penetration of 150 when tested in accordance with procedure outlined by the American Association of State Highway Officials.

b) Mineral aggregate material for asphalt concrete for sealing cracks larger than 1-inch shall be Type A, 3/8-inch maximum, medium graded aggregate, conforming to Section 39-2, "Hot Mix Asphalt" of the latest Standard Specifications.

2.03 SLURRY SEAL

a)Slurry Seal to be placed in accordance with section 37, Seal Coats, and more specifically to Section 37-3, "Slurry Seals and Micro-Surfacings," and Section 37-3.03"Micro-Surfacings"of the latest Standard Specifications.

b) The aggregate gradation shall be **Type II** and shall conform to Section 37-3.01B(2) "Aggregate" of the Standard Specifications. The quality characteristics of the aggregate shall conform to Section 37-3.03B(3) "Aggregate" of the Standard Specifications.

The micro-surfacing emulsion shall conform to Section 37-3.03B(2), Micro-surfacing Emulsions, of the Standard Specifications. The polymer content shall be **3% minimum** by weight. Mineral filler shall be **more than 0%** of the dry weight of aggregates.

PART 3 - EXECUTION

3.01 GENERAL

3.01(A) CRACK SEALING:

a) Prior to crack seal operations the Contractor shall clean the cracks of all organic material within the limits to be crack sealed. The contractor shall perform the weed removal using mechanical method. When mechanical method is used, the Contractor shall remove all organic material and debris by means of a power rotary wire wheel. Measures shall be implemented to control and prevent sparks from affecting any dry brush or other nearby materials that could potentially ignite.

   After cleaning, cracks wider than one-half inch (½") and deeper than one inch (1") shall be filled with clean fine sand so that the surface of the sand is within three-quarter inch (3/4") of the pavement surface.

b) Cracks to be filled shall be completely dry at the time of filling, and in no case shall crack sealing be performed within 24 hours of any precipitation. Sealant shall be applied when the pavement surface temperature exceeds 50 Degrees F. Application at lower temperatures may result in reduced adhesion due to possible presence of excess moisture.

c) Cracks 1/4" to 1" wide shall be blown clean of all organic materials with a high pressure air nozzle and/or a mechanical cleaning process to a depth of 1/2" minimum.

d) The asphalt-rubber shall be heated to a minimum temperature of 325 Degrees F but not greater than 390 Degrees F or as specified by the manufacturer and as approved by the Engineer. The material shall be held in the mixing tank at application temperature until very little separation of the rubber and asphalt occurs when a bead of sealant material is placed on the pavement. Sealant material may be added to the mix as long as the minimum temperature of 325 Degrees F is maintained.

e) Asphalt-vulcanized rubber crack sealant material shall be applied to all cracks ¼-inch or greater so as to be flush with the adjacent pavement surface. Cracks shall be sealed from the bottom up. Excess sealant shall be leveled to less than a 1/8-inch thickness with a squeegee or sealing shoe to produce a band which is 2 to 4 inches wide, centered over the crack. If surplus sealant material rises above the pavement surface, the over banding must be squeezed flat and flush with the surrounding surface. Over banding that has not been squeezed and produces a bump or fat spot in the roadway shall be removed and replaced at the Contractor's expense.

f) Contractor shall not overfill cracks, as excess filler will cause bumps in the overlay and may migrate through the paving surface course during compaction.

g) Traffic shall not be allowed on the material until it has cured or until it has been sanded to prevent tracking.

h) All crack sealing shall be completed at least one-working day prior to slurry sealing. Reinforcing fabric shall not be placed for at least 24 hours after crack sealing.

a) Cracks larger than 1" shall be blown clean of all organic materials with a high-pressure air nozzle and/or a mechanical cleaning process to a depth of 1/2" minimum.

b) Cracks shall be filled with Type A, 3/8-inch maximum, medium graded aggregate asphalt concrete mix.

3.02 (B) SLURRY SEALING:

a) Mixing and spreading equipment shall conform to the provisions in Section 37-3.01C(3), "Mixing and Spreading Equipment," of the Standard Specifications and these Technical Specification.

A minimum of **two 7-cubic yard capacity** or larger micro-surfacing machines shall be on the job and in good operating condition at all times. Machines must be able to negotiate all turns next to the curbs in cul-de-sacs, on initial pass in one continuous pass.

The Contractor shall prepare the pavement surface as described in Section 37-3.01C(4), "Surface Preparation," of the Standard Specifications. On those streets scheduled to receive micro-surfacing after the application of the asphalt rubber asphalt chip seal, the chip seal shall be allowed to age and cure under traffic for at least **two days** before placing the micro-surfacing. A longer period shall be required if, in the opinion of the Engineer, the chip seal is not sufficiently embedded, which could result in damage to the cape seal if prematurely covered by the micro-surfacing.

The Engineer will give notification to the Contractor indicating when the micro-surfacing can be applied. Unless adverse weather conditions prevail as determined by the Engineer, the curing period shall not exceed two (2) weeks.

b) The Contractor shall patch the chip seal where any voids exist prior to application of the micro-surfacing. Any void caused by automobile tires, poor adhesion of chips to emulsion, or any other cause shall be the Contractor's responsibility to repair prior to application of micro-surfacing.

c) Placement of micro-surfacing shall conform to Section 37-3.01C(5), "Placement" of the Standard Specifications.

Rolling operations shall be performed in conformance to Section 37-3.01C(5)d, "Finished Surfaces," of the Standard Specifications. Rolling of the micro-surfacing will be done on all streets, unless otherwise specified by the Engineer. Rollers shall be the pneumatic-tired type and operate and produce results similar to those used for chip seal. Rollers shall be kept in

continuous operation on the micro-surfacing with a minimum of two (2) complete coverages. Rolling will continue until a smooth even surface is produced. Rolling may be discontinued by the Engineer at any time if, in his opinion, the street has obtained the proper finish.

Rolling of the streets shall commence after the micro-surfacing has cured and stabilized (approximately 3-4 hours) and no later than 48 hours after the micro-surfacing is placed. Rolling may be delayed or accelerated if in the opinion of the Engineer the traffic and public are better served by such delay or acceleration. Any such change in timing will in no way relieve the contractor of the obligation to roll the micro-surfacing when later directed by the Engineer to do so. Additional coverages are expected for cul-de-sac locations.

If the rolling is not achieved within the time constraints stated above, the micro-surfacing shall be removed and replaced at the Contractor's expense. However, if requested in writing by the contractor and approved by the Engineer, the micro-surfacing may remain in place and the Contractor shall pay to the City $2.00 per ton of aggregate used in the micro-surfacing left in place.

d) Contractor shall sand intersections and areas fronting driveways as directed by Engineer to allow traffic to cross freshly placed micro-surfacing at intersections, business entrances/exits and other locations that cannot in the estimation of the Engineer be completely closed to traffic. Sand material will be the same aggregate used in the micro-surfacing mixture and conform to these Contract Documents.

The contractor shall remove any excess micro-surfacing material from the gutters prior to removing traffic control devices and "no parking" signs. Liquidated damages shall still apply for delays in removing traffic control devices and "no parking" signs due to a delay in clearing material from the gutter pan. No additional working days shall be granted due to delay caused by the neglect to these provisions. If bleeding, raveling, delamination, rutting, or wash boarding occurs within 60 days after placing the micro-surfacing, the Contractor shall diligently pursue repairs by any method approved by the Engineer. The Contractor shall not be relieved from maintenance until repairs have been completed.

END OF SECTION

E-11 CAPE SEAL

PART 1 – GENERAL

1.01 WORK INCLUDED

A. Work covered by this section also includes an application of modified asphalt and hot screenings precoated with paving asphalt. Modified binder seal coat shall conform to the provisions specified for seal coat in Section 37-2, "Chip Seals," of the latest Standard Specifications and these special provisions. All references within this Seal Coat specification to the Standard Specifications refer to the latest Standard specs. The terms “seal coat” and “chip seal” shall be used interchangeably in the plans and these specifications.

1.02 REFERENCES

A. American Society of Testing Materials (ASTM)

ii. Section D6690, Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

iii. Caltrans Standard Specifications latest

1.03 SUBMITTALS

A. Contractor shall submit certificates from suppliers stating compliance of materials with the requirements of this section.

1.04 MEASUREMENT AND PAYMENT

A. The contract price paid per **Sq Yd** for **“Cape Seal”** full compensation for providing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in CAPE SEAL including preparing the roadway surface for seal coat, protecting existing utility covers within seal coat limits, crack sealing, placement of the rubberized asphalt binder, placement of precoated aggregate and screenings, rolling, and sweeping.

PART 2 - MATERIAL AND EQUIPMENT

2.01 QUALITY CONTROL TESTING

A. Attention is directed to Section 6, “Control of Materials,” of the Standard Specifications. The name of an independent testing laboratory that participates in the AASHTO Proficiency Sample Program shall be submitted to the Engineer for approval at least 14 days before beginning modified binder seal coat operations. The independent testing laboratory shall conduct quality control testing on the modified binder for all specifications listed in these special provisions, within 4 business days of sampling. The results shall be submitted to the Engineer within 7 days of the receipt of the samples. Within 14 days of beginning the modified binder seal coat operation, the Contractor's independent testing laboratory shall conduct the Vialit Test Method for aggregate in Chip Seals, French Chip for the retention requirement and submit a signed copy of a test results report to the Engineer. Should the approved

independent agency fail to test in accordance with this section (03000), the City may hire a separate independent testing agency to perform quality control testing at the Contractor's full expense.

2.02 The Contractor shall provide the submittals as described in Section 37-1.01C, "Submittals," and Section 37-2.01A(3), "Submittals," and Section 37-2.04A(3), "Submittals," of the Standard Specifications.

Properties of the chip seal shall conform to Section 37-2.01B, "Materials," and Section 37-2.04B, "Materials," of the Standard Specifications and include the following:

- Asphalt Rubber Binder
- Asphalt Modifier
- Crumb Rubber Modifier (CRM)
- Precoated Aggregate

The gradation for the precoated aggregate shall be **3/8"**. Asphalt-rubber binder shall consist of a **Field Blended** mixture of asphalt binder, asphalt modifier, and crumb rubber modifier. "Terminal blend" is not an acceptable "or-equal" material for this project and requests for evaluation and/or substitution will not be considered.

A. The percentage of tire rubber, by weight of the total modified binder, shall be 15.0 percent. Rubber shall consist of 100% California scrap tire rubber and shall consist of ground or granulated rubber derived from any combination of automobile tires and truck tires. Use of tire buffing shall not be remitted.

B. All material meeting PG 76-22 TR shall be manufactured in accordance with the Departments Material Plant Quality Program (MPQP). A Certificate of Compliance shall be furnished to the Engineer in conformance with the provisions in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications. The certificate shall certify that the material which the certificate represents conforms to the provisions specified in these special provisions. When requested by the Engineer, the Contractor shall also submit samples with the Certificates of Compliance. The Contractor shall provide the Engineer a Material Safety Data Sheet (MSDS) for each of the constituent components of the modified asphalt binder and for the completed mixture of the modified asphalt binder.

C. The Contractor shall provide a Certificate of Compliance for each truckload of modified binder. The Contractor shall conduct quality control testing on the modified binder for all specifications listed in these special provision for every 50 tons of material placed on the project.

D. Certified weight slips shall be delivered to the Engineer for materials supplied.

E. At least 15 days before its intended use, the Contractor shall furnish the Engineer 4 one-quart cans filled with the modified binder proposed for use on the project. Laboratory test results for test parameters shown in these special provisions shall be provided with the modified binder.

F. Contractor shall furnish certification from modified binder supplier that includes the following information:

    a. Source and identification of scrap tire rubber;

    b. Percentage of scrap tire rubber by total weight of the modified binder;

c. If scrap tire rubber from more than once source is used, the above information will be required for each scrap tire rubber source used;

2.03 SCREENINGS

A. Screenings shall conform to the provisions in these special provisions and in Section 37-2, "Chip Seals," of the Standard Specifications, as modified below.

B. Screenings shall be black in color. The use of grey or light-colored aggregate will not be allowed. All aggregate shall be free of caked lumps and oversize particles.

C. Screenings shall be clean and free from dirt, vegetable matter, and other deleterious substances. The drum shall also be cleaned of all fine material prior to commencing the pre-coating operations. Screenings will be rejected if, in the opinion of the Engineer, they contain excessive dust or fine material.

D. Stockpile screenings at the asphalt plant a minimum of 1 working day, and no less than twenty-four (24) hours, before they will be precoated and make them available to the Department for Quality Assurance (QA) testing. Screenings that have not been stockpiled on-site as required by this special provision, or otherwise not made available to the City for testing in a manner pre-approved by the Engineer, will be rejected. Any material failing the QA testing will be rejected, including any additional material that may have been added to the stockpile after the failing sample was taken. Adding material to established and tested stockpiles will be cause to reject the entire stockpile.

E. Discrete stockpiles shall be maintained no larger than 1 day’s haul or 500 tons.

F. Stockpiling of screenings after preheating and precoating with paving asphalt will not be permitted.

G. If the ambient temperature is below 65 F or the haul time exceeds 30 minutes, canvas or similar covers that completely cover each load of precoated screenings shall be used during hauling to minimize temperature drop of the precoated screenings.

H. Screenings shall conform section 37-2.04A(4)(c)(v) of standard specification and to the following grading and quality requirements prior to precoating with paving asphalt:

SCREENINGS GRADING REQUIREMENTS 3/8 inch Maximum	
Sieve Sizes	Percentage Passing
1/2"	95 - 100
3/8"	70 - 85
No. 4	0 – 15
No. 8	0 – 5
No. 200	0 – 1

I. Screenings shall conform to the following quality requirements immediately prior to preheating:

SCREENINGS QUALITY REQUIREMENTS

Test Parameters	California Test	Requirements
Los Angeles Rattler Loss (100 Revolutions)	211	10 Max.
Los Angeles Rattler Loss (500 Revolutions)	211	40 Max.
Film Stripping	302	25 Max.
Cleanness Value	227	80 Min.
Durability	229	52 Min.

J. Screenings for modified binder seal coat shall be preheated to between 260° F and 325° F and uniformly coated at a rate of 0.5-percent to 1.0-percent by weight of dry aggregate with any of the asphalts specified in the table "Performance Graded Asphalt Binder" in Section 92, "Asphalts," of the Standard Specifications. Screenings shall be coated at a central mixing asphalt concrete plant that has been approved in conformance with the requirements in California Test 109 and the Material Plant Quality Production (MPQP) requirements of the California Department of Transportation. Supplemental fine aggregate, as defined in Section II HMA Plant Equipment, Item E Aggregate Storage, of the Material Plant Quality Program (MPQP) shall not be recombined with any other aggregate utilized in the production of screenings. The exact rate will be determined by the Engineer.

K. Notify the Engineer in writing a minimum 1 working day, no less than twenty-four (24) hours, before beginning precoating of screenings. Notification shall include the address, date, and start time of precoating activities. Do not begin production activities until a representative from the Department's Material and Testing Lab is on-site and observing production activities. If precoating of screening is started prior to the time stated in the notification such that the Agency's representative is not present and actively observing production activities, all screenings produced during this time will be rejected.

2.04 EQUIPMENT

The equipment used by the Contractor for modified binder seal coat operations shall conform to the following:

A. A computerized self-propelled screenings spreader, equipped with a screenings hopper in the rear and belt conveyors to carry the screenings to the front of a spreading hopper. The screenings spreader shall be capable of providing a uniform screening spread rate over the entire width of the traffic lane in one application.

B. For terminally blended PG 76-22 TR a self-propelled distributor truck shall be used for applying modified binder. The distributor truck shall be equipped with a heating unit, a pump or pumps that spray the modified binder within ±0.03-gallon per square yard of the specified rate and a fully circulating spray bar that applies the binder without a streaked or otherwise irregular pattern. The distributor truck shall be equipped with a tachometer, pressure gages, volume measuring devices, and thermometer.

C. Tailgate discharge trucks for hauling screenings shall be equipped with a device to lock onto the hitch at the rear of the screenings spreader. Haul trucks

shall be compatible with the screenings spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed which results in screenings spilling while dumping into the receiving hopper.

PART 3 - EXECUTION

3.01 STREET SURFACE PREPARATION FOR SEAL COAT

A. Prepare street surface in accordance with Section E-10, “Crack and Slurry Seal”

B. Pavement must be completely dry prior to application of modified binder seal coat. In the event that a scheduled street should become wet due to rain, fog, a water main break, or any other reason, the street shall be re-scheduled for construction no sooner than three (3) days after the surface has dried. “No Parking” signs must be re-posted the minimum 24-hours before work resume, and residents must be re-noticed.

C. The Contractor must get approval from the Engineer prior to the application of the seal coat as to the cleanliness and readiness of the street to receive seal coat application.

D. Asphalt rubber cape seal shall consist of an application of an asphalt rubber chip seal followed by the application of micro-surfacing per the section, “Slurry Seal (micro),” of these Technical Specification.

The micro-surfacing shall not be placed on newly placed chip seal surfacing until the roadway has been opened to public traffic for a period of not less than two (2) calendar days, but no later than fourteen (14) calendar days, unless otherwise directed by the Engineer. The Contractor shall pay the City **liquidated damages** in the amount of **$650 per calendar day** (or part of a day) for each day beyond the fourteen (14) days after chip seal work is completed during which micro-surfacing work has not commenced. The rate of liquidated damages incurred each day shall remain the same whether it applies to a single location or multiple locations.

3.02 STREET SURFACE PREPARATION FOR CHIP SEAL- APPLYING MODIFIED BINDER: Asphalt-rubber binder shall be applied in conformance to Section 37-2.01C(4)(b), "Applying Asphaltic Emulsions or Asphalt Binders," and Section 37-2.04C(3), “Asphalt Rubber Binder Application,” of the Standard Specifications.

A. Modified binder shall be applied at a rate from 0.28-gallon to 0.40-gallon per square yard. The exact rate will be determined by the Engineer. The binder shall be applied when the temperature of the binder is between 330° F and 375° F.

B. Modified binder shall not be applied when weather conditions are unsuitable or when the pavement is damp or wet. The pavement surface temperature shall be a minimum of 55° F where modified binder is to be applied. The atmospheric temperature shall be a minimum of 60° F and a maximum of 105° F. Modified binder shall not be applied until sufficient screenings are available to immediately cover the binder being applied.

C. The Contractor is responsible for having a temperature gauge on-site at all times during the application of binder. Temperature gauge must be capable of reading the required temperatures provided in this specification.

D. Distributor bar height, distribution speed, and shielding materials shall be utilized to reduce the effects of wind upon spray distribution as directed by the Engineer. The Engineer will delay or reschedule work when high, gusting or dirty winds prevent or adversely affect binder or screening application operations. Necessary equipment shall be in position and ready to commence placement operations before starting.

E. The modified binder application shall not be spread in excess of that which can be covered with screenings within 2 minutes.

F. When placing modified binder seal coat at intersections, left turn lanes, gore points, and other irregular areas, modified binder application shall not be in excess of that which can be covered with screenings within 5 minutes.

G. When joining edges against areas with screenings, the joint shall be swept clean of excess screenings prior to the adjacent application of modified binder. Transverse joints of this type shall be constructed by placing roofing paper across and over the end of the previous modified binder seal coat application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately.

H. The longitudinal joint between adjacent applications of screenings shall coincide with the line between designated traffic lanes. Longitudinal joints shall be overlapped for complete coverage. The overlap shall not exceed 4 inches, except with the approval of the Engineer the overlap may be up to 8 inches.

I. At longitudinal joints with screenings, the edge shall be broomed back and blended to eliminate differences in elevation. The joints shall be free from ridges and depressions and shall have a uniform appearance consistent with the adjacent sealed surface. Defects shall be corrected at the Contractor's expense.

J. Joints between areas of modified binder without screenings shall be made by overlapping modified binder distributions. The excess material shall be properly dispersed by spreading with a squeegee or rake over a larger area of freshly applied modified binder.

K. The application of modified binder to areas not accessible with the distributor bar on the distributor truck shall be accomplished by using pressurized hand wands or other means approved by the Engineer.

3.03 SPREADING SCREENINGS: Aggregate application shall performed in conformance to Section 37-2.01C(4)(c), “Spreading Aggregates,” and Section 37-2.04C(4), “Precoated Aggregate Spreading,” of the Standard Specifications.

A. Screenings for modified binder seal coat shall be spread immediately following the application of the binder, within the range of 18 pounds to 26 pounds per square yard. The exact rate will be determined by the Engineer. The completed spread rate shall be within 10 percent of the rate determined by the Engineer. The completed surface shall be free of gaps, ridges, depressions or other irregularities caused by the application of the modified binder seal coat.

B. Screenings shall be spread when the temperature of the precoated screenings is not less than 225° F and not more than 325° F after applying modified binder.

C. The Contractor shall prevent any vehicle, including construction equipment, from driving on the modified binder prior to application of screenings.

D. The screenings spreader shall not be more than 50 feet behind the modified binder distribution truck unless otherwise ordered by the Engineer. Trucks hauling screenings shall be kept clear of the freshly placed screenings until ready to dump screenings in the spreader equipment.

E. The limits of the aggregate may be offset from the lip of the concrete gutters by no more than 0.5 feet.

F. The limits of the aggregate may be offset from existing manholes, valve pots, monument wells, and other facilities by no more than 0.5 feet.

3.04 FINISH AND ROLLING OPERATIONS: Rolling and Sweeping operations shall be performed in conformance to Section 37-2.01C(4)(d), “Finishing,” and Section 37-2.04C(5), “Rolling and Sweeping,” of the Standard Specifications.

A. A minimum one foot strip shall be swept with a self-propelled kick broom along the edge of the roadway prior to seal coating the next lane. All loose aggregate shall be pushed back onto the lane just after seal coating.

B. In the course of construction where the modified binder distributor truck creates a joint by stopping at some point along the length of the roadway, the screenings spreader shall stop short of this joint, leaving a small strip of uncovered modified binder. This is to prevent an overlapping double thickness joint from being created once work resumes. All reasonable precautions shall be taken to avoid skips and overlaps at joints. Correct any defect at your expense by use of a shovel and/or broom prior to continuing operations.

C. Seal coat shall be applied in such a manner that the joint between the newly seal coated pavement and an existing pavement surface is neat and uniform in appearance. The cut-off of seal coat shall be made on building paper or similar material spread over the surface.

D. Initial rolling of the modified binder seal coat shall consist of a minimum of one complete coverage and shall begin within 90 seconds following the placement of the screenings. The roller speed shall be approved by the Engineer. All chip seal spreading shall be performed with a **minimum of two (2) operating rollers** operating simultaneously.

E. The distance between the rollers and the screenings spreader shall not exceed 200 feet at any time during the spreading of the screenings operations.

F. A minimum of 3 complete coverages with pneumatic tired rollers, after the initial coverage shall be made on the modified binder seal coat. When permitted by the Engineer, the final roller coverage may be made with one steel wheel roller weighing 12 to 14 tons. The roller shall be operated in the static mode only.

3.05 SWEEPING OPERATIONS:

A. The contractor shall remove any excess emulsion and screening material from the gutters prior to removing traffic control devices and “no parking” signs. Liquidated damages shall still apply for delays in removing traffic control devices and “no parking” signs due to a delay in clearing material from the gutter pan. No additional working days shall be granted due to delay caused by the neglect to these provisions.

B. Sweeping shall be a multi-step operation following final rolling of the aggregate. Loose aggregate shall be removed from the roadway surface and abutting adjacent areas. Loose aggregate shall be disposed of at least 150 feet from the nearest waterway.

C. Sidewinder sweepers or brooms that wind row material and do not remove it shall not be used. **A minimum of three (3) sweepers** shall be used at all times. If the sweeping effort cannot keep up with the work, a fourth sweeper must be mobilized to the project site for the remaining duration of the project. All areas shall be swept a **second time or more** if necessary in the same manner as the first sweeping or as directed by the Engineer. Completion of sweeping shall be evidenced by the absence of loose chips in gutters or driveways. Special attention shall be required in sweeping driveways clear of loose chips. The contractor shall also be responsible for removal of all chips from the sidewalks and other affected areas. Streets in hill areas shall be swept as often as necessary to remove loose chips from the roadway. **The contractor shall provide a sufficient number of sweepers to sweep all streets within 24 hours after spreading aggregate (chips).**

D. The use of any sweeper that causes damage to the chip seal shall be discontinued. The contractor shall patch the chip seal where any voids exist prior to application of the micro-surfacing. Any void caused by automobile tires, poor adhesion of chips to emulsion, or any other cause shall be the contractor’s responsibility to patch prior to application of the micro-surfacing.

3.05 TEMPORARY SIGNS

A. Post temporary signs indicating “Loose Gravel” once a street has received screenings. The type, quantity, and locations of signs will be determined by the Engineer. Signs shall remain posted until that street has been slurry sealed.

END OF SECTION

E-12 PORTLAND CEMENT CONCRETE CONSTRUCTION

PART 1 – GENERAL

1.1 SUMMARY

a) Work shall consist of removal and disposal of existing concrete and the construction of curb and gutter, driveway, sidewalk, curb ramps, and utility frame concrete collars and shall conform to the Contract Drawings and the provisions in Section 15-1.03.B, “Removing Concrete,” Section 14-10, “Solid Waste Disposal and Recycling,” Section 40, “Concrete Pavement”, Section 52, “Reinforcement”, Section 73, "Concrete Curbs and Sidewalks" and Section 90, “Concrete” of the State Standard Specifications, the most current City of Milpitas Standard Drawing, these Technical Provisions and as directed by the Engineer.

b) Curb and gutter and sidewalk shall conform to the Contract Drawings and City Standard Drawing No.’s 410, 426, and 427. Driveway shall conform to the Contract Drawings and City Standard Drawing No.’s 432 and 434. Curb Ramps shall conform to the Caltrans Standard Details and as modified by the Plans.

c) Coordinate with adjacent private property owners for access or repairs to damaged private property improvements.

d) This project is subject to the “Buy America” provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

1.2 SUBMITTALS

a) The Contractor shall submit Concrete Mix Design in conformance with State Standard Specifications and these Technical Provisions to the Engineer for review and approval 15 days prior to work.

b) The Contractor shall submit Certificate of Compliance for materials used under this Section in conformance with State Standard Specifications and these Technical Provisions at the time of delivery to the inspector in the field.

c) Contractor shall submit Certified Weight Tickets in conformance with State Standard Specifications and these Technical Provisions at the time of delivery to the inspector in the field.

d) Contractor shall submit concrete Compressive Strength testing results in accordance with State of California Test Method No. 521 and 540.

e) Contractor shall submit Compaction tests results of aggregate base in accordance ASTM D1557 and D2922.

f) Contractor shall submit Detectable Warning Surface cut sheet in conformance with Caltrans Standard Specifications and Details.

g) If the curb ramp and sidewalk does not conform to the Caltrans Standard Detail A88A due to site steepness and topography, Contractor shall notify the City and document any design exceptions.

1.2 MEASUREMENT AND PAYMENT

a) The contract price paid per **Square Foot** for **"Sidewalk Removal and Replacement"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work to removing and installing concrete flatwork to the nearest joint, complete in place, including furnishing and placement of Class 2 aggregate base and concrete, furnishing, placement, and removal of forming, sawcutting and removal of sawcut material, doweling into existing curb or sidewalk, excavation, subgrade preparation, hauling and disposal of all unsuitable aggregate base, asphalt concrete, concrete and material, compaction of aggregate base and subgrade, weakened plane joints and score lines, tree root removal and protection, coordination with the private property owner, compaction and compressive testing of subgrade, aggregate base, and concrete, existing surfaces restoration, tree root inspection, protection and removal, as shown on the Contract Drawings, the latest City of Milpitas Standard Drawings, as specified in the State Standard Specifications, and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

b) The contract price paid per **Linear Foot** for **"Curb and Gutter Repair (Beyond Ramp Limits)"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removal and replacement curb and gutter to the nearest joint, complete in place, including furnishing and placement of Class 2 aggregate base and concrete, furnishing, placement, and removal of forming, furnishing and placement of asphalt concrete plug, furnishing and placement of asphalt concrete conform, sawcutting and removal of sawcut material, doweling into existing curb or sidewalk, excavation, subgrade preparation, hauling and disposal of all unsuitable aggregate base, asphalt concrete, concrete and material, compaction of aggregate base and subgrade, weakened plane joints and score lines, tree root removal and protection, coordination with the private property owner, compaction and compressive testing of subgrade, aggregate base, and concrete, existing surfaces restoration tree root inspection, protection and removal,, as shown on the Contract Drawings, the latest City of Milpitas Standard Drawings, as specified in the State Standard Specifications, and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

c) The contract price paid for **Each** for **"Install Curb Ramp (Per Caltrans Standard Drawings)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work to removing and installing curb ramp, curb and gutter, asphalt paving, sidewalk and base, encompassing 4' minimum of sidewalk, curb and gutter and base on each side of the new ramp up to the nearest score line or weakened plane joint or as shown on the plans, whichever is furthest, complete in place, including furnishing and placement of Class 2 aggregate base, curb and gutter, curb ramp, sidewalk and detectable warning surface, furnishing, placement, and removal of forming, furnishing and placement of asphalt concrete plug, furnishing and placement of asphalt concrete conform, sawcutting and removal of sawcut material, doweling into existing curb or sidewalk, excavation, subgrade preparation, hauling and disposal of all unsuitable aggregate base, asphalt concrete, concrete and material, compaction of aggregate base and subgrade, weakened plane joints and score lines, tree root removal and protection, coordination with the private property owner, compaction and compressive testing of subgrade, aggregate base, and concrete, existing surfaces restoration, tree root inspection, protection and removal, as shown on the Contract Drawings, the latest City of Milpitas Standard Drawings, as specified in the State Standard Specifications, and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

d) The contract price paid for **Each** for **"Detectable Warning Surface Installation"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work to removing and installing detectable warning surfaces complete in place, as shown on the Contract Drawings, the latest City of Milpitas Standard Drawings, as specified in the State Standard Specifications, and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

e) The contract price paid for **Square Foot** for **"Valley Gutter Repair"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in necessary excavation, disposal of materials, and removal and construction of a new valley gutter in the existing location. The contractor shall furnish all materials necessary for the valley gutter removal and replacement, including Concrete, reinforcement per Caltrans Standard Specifications, bituminous expansion joint material as detailed in Caltrans standard specifications, and other items as shown on the Contract Drawings, the latest City of Milpitas Standard Drawings, as specified in the State Standard Specifications, and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

f) The contract price paid per **Square Foot** for “Replace Concrete with Decomposed Granite in Planter Areas” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work to removing and installing concrete flatwork to the nearest joint, complete in place, including furnishing and placement of Class 2 aggregate base and concrete, furnishing, placement, and removal of forming, saw cutting and removal of sawcut material, doweling into existing curb or sidewalk, excavation, subgrade preparation, hauling and disposal of all unsuitable aggregate base, asphalt concrete, concrete and material, compaction of aggregate base and subgrade, weakened plane joints and score lines, tree root removal and protection, coordination with the private property owner, compaction and compressive testing of subgrade, aggregate base, and concrete, existing surfaces restoration, tree root inspection, protection and removal, using decomposed granite for replacement, as shown on the Contract Drawings, the latest City of Milpitas Standard Drawings, as specified in the State Standard Specifications, and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor

g) No adjustment in the contract prices for “Curb and Gutter Removal and Replacement (Beyond Ramp Limits)” and “Sidewalk Removal and Replacement”, shall be made for increases or decreases of more than 25 percent of the quantities.

PART 2 – MATERIALS

a) Portland Cement Concrete shall contain five hundred sixty-four (564) pounds (6 sacks) of Type II Portland cement per cubic yard in conformance to ASTM C150 and the provisions in Section 90, “Concrete” of the Standard Specifications. Concrete shall be proportioned and mixed to develop a minimum compressive strength of 3,000 pounds per square inch at 28 days. Concrete used for manhole and utility frame concrete collars shall have a minimum compressive strength of 4,000 pound per square inch at 28 days. The mix used for manhole and utility frame concrete collars shall contain 2 pounds of lampblack per cubic yard and shall not be mixed by hand, with a minimum of 6” of concrete containing lampblack. The edges of the concrete shall be flush with surrounding finish grade per City standard detail No. 230 with finished with a ½” rounding tool adjacent to the asphalt.

b) Aggregates for Concrete Mix shall be free from deleterious coatings, clay balls, roots, bark, sticks and other extraneous material and gradation shall be Combined Aggregate, in conformance to the provision in Section 90, “Concrete” of the Standard Specifications.

c) Reinforcing Steel shall be A36 steel, grade 60 in conformance to the provisions in Section 52, “Reinforcement,” of the Standard Specifications.

d) Water shall be clean and free from oils and other deleterious material in

conformance to the provision in Section 90, “Concrete” of the Standard Specifications.

e) Admixtures, accelerators, or retarders shall not be allowed without the approval of the Engineer unless required in the Contract Documents. If admixtures, accelerators, or retarders are approved, it shall be in conformance to the provision in Section 90, “Concrete” of the Standard Specifications.

f) Aggregate Base shall be Class 2 in conformance to the provision in Section 26, “Aggregate Bases,” of the State Standard Specifications, Contract Drawings, and the most current City Standard Drawings.

g) Curing concrete methods and compounds shall be in conformance to the provision in Section 90, “Concrete” of the Standard Specifications.

h) Adhesives for bonding new to existing concrete and dowels into drilled holes shall be in conformance to the provisions in Section 95, “Epoxy” of the Standard Specifications.

i) Asphalt Concrete Plug shall conform to section E-07 “Hot Mix Asphalt (Type A)” in these Technical Provisions.

j) Asphalt Concrete Conform shall conform to section E-07 “Hot Mix Asphalt (Type A)” in these Technical Provisions.

k) Detectable Warning Surface shall be in conformance with the provisions of Section 73, “Concrete Curbs and Sidewalks” of the Standard Specifications. Detectable Warning Surfaces shall be a ‘wet-set’ system embedded into new concrete, unless otherwise approved by the Engineer.

l) Root Barrier shall be in conformance to the provisions in Section 20, “Landscape” of the Standard Specifications.

PART 3 – EXECUTION

a) Contractor shall walk the site with the City's inspector and mark out the proposed concrete demolition and improvements limits of work and paint the mark ups for approval by the Engineer.

b) Contractor shall demolish existing features in accordance with Section 15 “Existing Facilities” of the State Standard Specifications and the following:

c) Remove existing pavements, structures, and site improvements that interfere with new construction

d) Backfill holes and depressions caused by removal of existing facilities.

e) Curb, curb and gutter, sidewalk, driveway, curb ramps and concrete pavement shall be removed at construction joints or expansion joints. Coordinate removal limits with Engineer.

f) Facilities to be removed shall be cut straight, clean and square with a power-driven saw to a full depth before removing the surfacing. Sawcutting shall be done on a neat line with a power-driven saw to an adequate depth to ensure a clean break, but no less than 2 inches, prior to removing the surfacing or other facility.

g) Subgrade Preparation shall be constructed true to grade and depth as indicated on the Contract Drawings. Prior to the placement of aggregate base, subgrade material shall have a minimum relative compaction of ninety percent (90%) as determined by test method ASTM D557 and 2922,shall be thoroughly moistened with water without ponding to the satisfaction of the Engineer, the City inspector shall approve and verify relative compaction of subgrade.

h) Aggregate Base shall be placed on a prepared sub-grade true to grade and depth as indicated on the Contract Drawings. Prior to the placement of concrete,

I. Aggregate Base shall have a minimum of relative compaction of ninety-five percent (95%) as determined by test method ASTM D557 and 2922, shall be thoroughly moistened with water without ponding, to the satisfaction of the Engineer, the City inspector shall approve and verify relative compaction of aggregate base.

II. City inspection of relative compaction of aggregate base shall occur no more than 2 working days prior to concrete pour. The City reserves the right to reinspect the relative compaction of the aggregate base if conditions change between the dates of original inspection and concrete pour that may affect compaction, such as saturation or disturbance of the material.

i) Fixed Forms:

a. Forms shall be timber and have a smooth straight upper edge, true smooth surfaced on the side where concrete will be placed, and sufficiently rigid to withstand the pressure and tamping of fresh concrete without distortion. Timber forms shall be free from deformation.

b. Timber forms shall not be less than one and one-half (1-1/2") inches thick after being surfaced except on curb returns, horizontal curves, and vertical curves where benders or thin plank may be used. The bender or thin plank shall be not less than one-half inch (1/2") cleated together.

c. Forms shall be set carefully to alignment and grade and shall be held rigidly in place by stakes, spreaders, or clamps, and shall be braced so that no displacement will occur during the working of the concrete.

d. Sidewalk Forms shall be set with the upper edge true to line and grade, held rigidly in place by stakes placed on the outside of the forms, and set flush with the top edge of the form. The side forms shall not be removed less than twelve (12) hours after the finishing has been completed.

e. Curb Forms shall be equal to the full depth of curb or gutter. Curb forms shall be set to true line and grade and conform to existing curb. Forms shall be held rigidly in place by stakes placed at intervals not to exceed four (4’) feet. The form on the front of the curbs shall not be removed less than two (2) hour after the concrete has been placed or while the concrete is sufficiently plastic to slump.

f. All forms shall be cleaned thoroughly and coated with a light oil.

j) Concrete Placement:

a. No concrete shall be placed until the forms and compaction of aggregate base have been checked and approved by the Inspector.

b. No concrete shall be placed when the air temperature is below forty degrees Fahrenheit (40°F) or during rain.

c. Before placing concrete, the aggregate base or subbase shall be properly moistened with water, and the form faces shall be oiled.

d. Concrete shall be placed and compacted in forms without segregation. After placing, the concrete shall be consolidated/vibrated sufficiently to produce a dense mass, struck off, and floated. Final finishing operations shall not proceed until all bleed water has evaporated from the surface. Sprinkling of dry cement to absorb excessive surface moisture shall not be allowed.

e. Concrete shall be placed continuously between joints and brought to the required grade and section as the work progresses. Sidewalk and top of curb sections shall slope towards the street at a cross slope no greater than of 0.25 inch per foot (2% maximum slope) unless otherwise specified in the Contract Documents or directed by the Engineer. Sections not complying with said cross slope shall be removed and reconstructed as directed by the Engineer and at the Contractor expense.

f. Concrete placement against existing asphaltic concrete paving shall not be allowed unless approved by the Engineer.

g. When sidewalk and curb and gutter is adjacent to one another, it shall be poured monolithically unless directed otherwise by the Engineer.

h. The area around utility poles, electroliers, wooden street sign posts, drop inlets and hydrants shall be blocked out during the initial placing of concrete.

i. All utility boxes of various types within the limits of work shall be placed at exact grade prior to placement of concrete.

k) Finishing: Fresh concrete shall be struck off and compacted until a layer of mortar has been brought to the surface. The surface shall be finished to grade with a float, troweled to a dense, hard, smooth finish with no rock pulls, and have a medium broom finish. The medium broom finish and texture of the concrete shall be approved by the Engineer. Concrete adjacent to weakened plane joints and scored lines shall be finished with an edger tool. Brooming of sidewalk and curb and gutter shall be transverse to the line of traffic and/or in the direction of flow. The finished surface shall be free from blemishes and not vary more than 0.01 foot from an eight-foot (8') straight edge, except at grade changes or curves. A water flow test will be required to detect depressions in the new gutter during finishing of the concrete.

a. Joints: Weakened plane joints shall be installed at each side of structures, at the ends of curb returns, and at locations specified in the Contract Documents. Weakened plane joints and score lines shall conform to the latest City of Milpitas Standards Drawings and Contract Drawings and be determined in the field and approved by the Inspector.

b. Contact Joints shall be used where concrete is to be poured adjacent to existing concrete or where cold joints are created due to breaks in the concrete pouring sequence.

c. Dowel: All new concrete improvements shall be doweled into the existing concrete. The dowels shall be reinforcing steel and drilled and imbedded into the existing concrete with epoxy in conformance of the latest City of Milpitas Standards Drawings and Contract Drawings. Dowels shall be nine (9") long, installed 12 inches on center and begin six inches from each saw cut edge of trench or opening.

d. Curing Concrete shall be cured by means of the impervious membrane method or cure compound.

e. Curing Compound: The surface of the concrete and forms shall be kept continuously moist for a period of 72 hours.

f. Membrane Curing: The concrete pavement shall be cured with an approved coating of approved emulsions of paraffin or silicone applied in quantities to insure a uniform protective coating on all surfaces and exposed edges. The application shall be made immediately upon the completion of the concrete pour and disappearance of the free surface moisture. In the event the application of the curing membrane is delayed, the concrete surface hall be moistened and kept damp, but care shall be taken that free surface moisture is not present when the curing compound is applied. After the membrane has been applied, care shall be taken that the surface film is kept intact and undamaged, and any section of the concrete surface damaged by rain or otherwise during the curing period (7 days) shall be retreated.

g. Tolerance: The top and face of curb and gutter, sidewalk, and curb ramps shall not vary more than one-fourth inch (1/4”) from the edge of an eight feet (8’) straight edge when placed against the surface, except at grade changes or curves. The flowline of gutters shall be built and finished to allow continuous flow of water and shall be tested with water prior to initial concrete set so that it does not stand more than one-fourth inch (1/4”) deep at any location prior to final finishing. In no case will standing water be allowed in the flow line of the landing of a curb ramp.

h. Sawcut: The existing concrete improvement shall be sawcut to the full depth where new concrete will conform to existing concrete. The sawcut shall done in such a manner that spalling and cracking of the existing concrete does not occur. All damaged existing concrete which is to remain in place shall be replaced at the Contractor’s expense.

i. Surface Restorations: The Contractor shall restore any irrigation, landscaping and special surface treatments damaged or encountered during the Work to an equivalent or better condition that existed prior to start of construction. Items that may be encountered, but not limited to, decorative pavement, red curbs, address painted on curbs, PG&E button indicators of Gas line on curbs, and etc. Utility marking shall be installed as follows: (1) the letter "S" shall be stamped on the face of curb where the sanitary sewer laterals intersect the curb, and (2) the letter "W" shall be stamped on the face of curb where the water services intersect the curb

j. Gutter width variations required to transition or to conform to existing curb and gutter conditions, or as directed by the Engineer, shall be included in the price paid per linear foot of curb and gutter and no additional payment will be made therefor.

k. Curb and Gutter construction shall take place prior to asphalt concrete work and conform to the latest City Standard Drawings in the Contract Drawings. Prior to saw cutting existing concrete/asphalt concrete, the Contractor shall layout the limits of removal for new curb and gutter in the field. The layout shall be approved by the Engineer. Removal of existing curb and gutter shall extend to the nearest joint. Asphalt concrete plug shall be installed after completion of curb and gutter. New curb and gutter shall be doweled into the existing concrete in accordance with City Standard Details.

l. Driveway construction shall take place prior to asphalt concrete work and shall conform to the latest City Standard Drawings in the Contract Drawings. Prior to saw cutting concrete/asphalt concrete, the Contractor shall layout the limits of removal for new driveway in the field. The layout shall be approved by the Engineer. Removal of existing driveway shall extend to the nearest joint. Asphalt concrete plug shall be installed after completion of driveway. New curb and gutter shall be doweled into the existing concrete in accordance with City Standard Details.

m. Sidewalk construction shall take place prior to asphalt concrete work and shall conform to the latest City Standard Drawings in the Contract Drawings. Prior to saw cutting concrete/asphalt concrete, the Contractor shall layout the limits of removal for new sidewalk in the field. The layout shall be approved by the Engineer. Removal of existing sidewalk shall extend to the nearest joint. New sidewalk shall be doweled into the existing concrete in accordance with City Standard Details. Utility Marking - The letter "S" shall be stamped on the face of curb where the sanitary sewer laterals intersect the curb, and the letter "W" shall be stamped on the face of curb where the water services intersect the curb.

n. Curb Ramp Construction shall take place prior to asphalt concrete work and shall conform to the latest City Standard Drawings and Revised State Standard Plan as shown in Contract Drawings. Prior to saw cutting concrete/asphalt concrete, the Contractor shall layout the limits of removal for new curb ramp in the field. The layout shall be approved by the Engineer. Removal of existing curb ramp shall extend to the nearest sidewalk and curb and gutter joint. Work shall include the construction of the curb and gutter and sidewalk adjacent to the curb ramp and adjustment of utility boxes within the ramp. Asphalt concrete plug shall be installed after completion of driveway.

o. The Contractor shall layout ramps in the field using whatever tools are required to ensure the finished product meets ADA requirements.

p. Precast replaceable detectable warning surface shall be precast and set-in-place in wet concrete. Precast detectable warning surface shall be in conformance with the requirements established by the Department of General Services, Division of State Architect and be installed in conformance with the manufacturer's recommendations. The finish surfaces of the detectable warning surface shall be free from blemishes.

q. The Contractor shall provide a temporary ADA compliant path of travel in the vicinity of the removed ramps and sidewalks, especially at intersections. The Contractor shall maintain this path of travel until the new ramps and sidewalks have been installed and are open for public use. No demo work of sidewalk or ramps shall occur the last working day prior to a weekend. It is the Contractor's responsibility to plan and schedule work accordingly to maintain path of travel at all times.

r. Asphalt Concrete Plug shall occur after completion of concrete construction and removal of forms, and no sooner than 48 hours after concrete is poured. Asphalt concrete plug shall be a minimum of 12" wide from the new concrete or as noted on the plans. Prior to saw cutting concrete/asphalt concrete, the Contractor shall layout the limits of removal for asphalt concrete plug in the field. The layout shall be approved by the Engineer. Full compensation for conformance to the provisions in this section shall be considered as included in the contract price paid for the associated driveway, curb and gutter, and curb ramp items of work involved, and no additional compensation shall be allowed. See specifications regarding asphalt concrete conform.

s. Asphalt Concrete Conform: Where the elevation of new curb and gutter, including depressed curb at curb ramps and driveways, is below adjacent existing asphalt concrete elevation, the existing asphalt concrete shall be sawcut back to provide a smooth transition between existing asphalt and new construction. This horizontal distance shall be a minimum of 3' wide measured from the lip of gutter towards the center of the street. The areas beyond the initial 12" width of the asphalt concrete plug shall be excavated and graded so as to provide for the placement of 6" minimum of asphalt concrete as directed by the Engineer.

l) Control of Material:

a. The Contractor shall hire a testing laboratory, approved by the City, to perform compaction testing for aggregate base in conformance with these Technical Provisions to the satisfaction of the City. The test results shall be submitted to the City. The Contractor shall be responsible for the cost of all testing. The Contractor shall provide a minimum of two compaction readings for each area of concrete placement as shown in the Contract Drawings and specified in this Technical Provision. The City's Inspector shall determine, in the field, the location of the readings per each area.

b. The Contractor shall place concrete within 3 business days of compaction testing. The subgrade may require retesting if 3 business days elapses, or the subgrade is disturbed.

c. The Contractor shall hire a testing laboratory, approved by the City, to perform sampling and compressive strength for concrete in conformance with these Technical Provisions to the satisfaction of the City. For each day when placement of concrete occurs, the Contractor shall take a minimum of two sets of concrete samples for a compressive strength test in accordance with State of California Test Method No. 521 and 540. The City's Inspector will determine when the samples shall be taken for each day. The test results shall be submitted to the City. The Contractor shall be responsible for the cost of all testing.

d. Tree Roots Inspection and Removal: No cutting of any part of any tree, including roots, shall be performed without the approval and direct supervision from the City Arborist. When tree roots are exposed in construction work zone, a root inspection is required by the City's Arborist to determine the necessary root protection or removal measures or tree removal. The Contractor shall notify the Engineer three working days prior to scheduling a root inspection. Inspections are limited to Tuesday thru Thursday or based on availability. Prior to inspection, the Contractor shall have the tree roots fully exposed for the City Arborist to review within the limits of work. All work associated with the root protection or removal, including root barrier, shall be included in the bid price and no additional compensation shall be allowed therefore.

e. Tree Removal: If the City Arborist determines the tree shall be removed during the root inspection, the Contractor shall remove the tree and stump no later than the following shift. The stump shall be grounded out to twenty-four (24") below adjacent ground level. Or Additionally, the contractor shall remove all surface and adjacent subsurface roots as may be necessary to eliminate "humps" or mounds in the right of way and adjacent to the stump. All areas are to be left flat and meet original grade. The area will then be backfilled with clean, pulverized topsoil to the level of the adjoining grade.

m) Quality control on layout

a. The layout of sidewalks, island passageways, and ramps will be largely field fit. Contractor will work with the county inspector to layout each corner, and to assure the following:

b. Positive drainage on each sidewalk and gutter profile

c. 1.5% maximum cross slope in the pedestrian areas

d. Ramp slopes and lengths in conformance with State standards

e. Lip of gutter grade to conform with adjacent existing pavement and sawcut line

n) Machine poured curbs will not be allowed unless called for on the plans.

END OF SECTION

E-13 ADJUSTMENT OF APPURTENANCES

PART 1 – GENERAL

1.1 GENERAL:

a) Work shall consist of adjusting existing frames and covers of manhole, water valve box, traffic signal pull box, monument box, and any other utility structures to grade and replacement of manhole frames and covers as directed by the Engineer, in accordance with the provisions in Section 15, “Existing Facilities,” of the Standard Specifications and these Technical Provision except that no metal riser adjustment rings will be permitted.

1.2 SUBMITTAL:

a) The Contractor shall provide a Certificate of Compliance for Portland Cement Concrete, Traffic Marking, and other materials used under this Section in conformance with the requirements of the Contract Documents.

b) The Contractor shall submit Concrete Mix Design in conformance with State Standard Specifications and these Technical Provisions to the Engineer for review and approval 15 days prior to work.

c) Contractor shall submit concrete Compressive Strength testing results in accordance with State of California Test Method No. 521 and 540.

d) Contractor shall provide the City Engineer with certified weight tickets furnished at the time of delivery to the inspector in the field.

1.3 MATERIAL:

a) Existing water valve lid and box damaged during construction shall be replaced in kind. The Lid shall be stamped with the word “WATER” and traffic H-20 rated.

b) Existing recycle water valve lid and box damaged during construction shall be replaced in kind. The Lid shall be stamped with the word “RECYCLE WATER” and traffic H-20 rated.

c) Replacement frames and covers shall conform to the requirements of Milpitas Standard Specification S2.04 and applicable Standard Details.

d) Materials shall conform to Section E-07, “Hot Mix Asphalt (Type A)” and Section E-10 “Portland Cement Concrete Construction”.

1.4 PROCEDURES:

a) The Contractor shall excavate around the frame and cover structure in a neat perimeter with a diameter not greater than necessary to loosen, adjust the frame with the cover to grade and remove and replace concrete collar.

b) Adjustments of frames and covers shall be accomplished by removing and replacing concrete collar and installing new concrete adjusting rings to raise the frame. The top concrete collar shall be constructed to match the finish grade of the pavement. Frame and cover structures damaged during construction shall be replaced at Contractor's expense. Note that existing concrete collars may not conform to City Standard Details. Where existing concrete collar does not conform to City Standard Details, Contractor shall be responsible for constructing new collar per City Standard Details.

c) Contractor shall establish at least two radius point markings indicating location of valves and distance from curb. Contractor shall also protect iron with top hats. Contractor is responsible for removing markings at conclusion of the job.

d) All existing frames and covers shall be accessible immediately after paving and raised within 48 hours of paving.

e) Contractor shall clean all AC debris and remove any and all tack oil from all structures.

f) Concrete collars shall be poured before 12 noon and shall be protected with steel trench plates until it can support traffic without damage, 3 days minimum.

g) False bottoms shall be installed in all storm and sewage structures prior to lowering and shall be removed immediately after the frame and cover is reinstalled.

h) If the frame or cover is unstable or noisy under traffic, the conditions shall be corrected by placing a coil of asphalt saturated rope, a plastic-type washer or asphaltic compounds approved by the Engineer, on the cover seat.

i) If City monuments are disturbed during the Work, monuments shall be reset per City Standards and State Regulations at the Contractor's sole expense.

1.5 MEASUREMENT AND PAYMENT:

a) The contract **Unit** price paid for actual field count for **"Adjust Water Valve Cover to Grade**" and **"Adjust Monument Cover to Grade"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved adjusting appurtenance to grade, complete in place, including field surveying, excavation, hauling and disposal of excavated materials, structure backfill, adjusting appurtenance and paving, removing existing concrete collars, lowering existing valve box/monument/manhole, providing a reference plan and re-adjusting to new grade, furnishing and placing new concrete collar, furnishing and placing water-filled barriers or steel plates, furnishing and placing false bottoms, dig-outs, cold plane milling, staged construction, temporary conforms, final and temporary traffic striping, markings and markers, tack coats, and paint binders, as specified in Contract Drawings, as specified in the Standard Specifications, these Technical Provisions, and as directed by the Engineer and no additional nor partial (full payment for item after adjustment has been completed to grade) compensation shall be allowed therefore.

b) The contract **Unit** price paid for actual field count for **"Adjust Storm Sewer Manhole to Grade**", **"Adjust Storm Drain Manhole to Grade",** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved adjusting appurtenance to grade, complete in place, including field surveying, excavation, hauling and disposal of excavated materials, structure backfill, adjusting appurtenance and paving, removing existing concrete collars, lowering existing valve box/monument/manhole, providing a reference plan and re-adjusting to new grade, furnishing and placing new concrete collar, furnishing and placing water-filled barriers or steel plates, furnishing and placing false bottoms, dig-outs, cold plane milling, staged construction, temporary conforms, final and temporary traffic striping, markings and markers, tack coats, and paint binders, as specified in Contract Drawings, as specified in the Standard Specifications, these Technical Provisions, and as directed by the Engineer and no additional nor partial (full payment for item after adjustment has been completed to grade) compensation shall be allowed therefore.

PART 2 – (NOT USED)

PART 3 – (NOT USED)

END OF SECTION

E-14 TRAFFIC MARKING

PART 1 – GENERAL

1.1 SUMMARY

a) This work shall consist of furnishing and placing thermoplastic traffic stripes, pavement markings and roadside signs at the locations shown on Contract Drawings, in conformance with the provisions in Section 82, “Signs and Markers” and Section 84, "Markings," of the Standard Specifications, Standard Plans, the latest Manual on Uniform Traffic Control Devices, and these Technical Provisions and as directed by the Engineer.

1.2 SUBMITTALS

a) The Contractor shall provide a Certificate of Compliance for all traffic markings in conformance with the provisions in Section 84-2.01C “Submittals”, of the Standard Specifications

b) Lead Compliance Plan: Regulations containing specific Cal/OSHA requirements when working with lead include 8 CA Code of Regs § 1532.1.

c) Submit a plan:

i. 1. That documents your compliance program to prevent or minimize worker exposure to lead

ii. 2. Including the items listed in 8 CA Code of Regs § 1532.1(e)(2)(B) Sealed and signed by a CIH with knowledge of and experience complying with 8 CA Code of Regs

d) Allow 7 days for review. Obtain authorization for the plan before starting any activity that presents the potential for lead exposure.

e) Before starting any activity that presents the potential for lead exposure to employees who have no prior training, including State employees, provide a safety training program to these employees that complies with 8 CA Code of Regs § 1532.1 and your lead compliance plan.

f) Submit copies of air monitoring or job site inspection reports made by or under the direction of the CIH under 8 CA Code of Regs § 1532.1 within 10 days after the date of monitoring or inspection. Supply personal protective equipment, training, and washing facilities required by your lead compliance plan for 5 Agency employees.

g) Contractor shall submit lane width measurements prior to the removal of any lane striping.

1.3 MATERIAL:

a) Thermoplastic Material and Application:

i. Spreadable thermoplastic material shall be free of lead and chromium, and shall conform to PTH-02ALKYD of the Standard Specification. Sprayable thermoplastic material shall be free of lead and chromium, and shall conform to PTH-02SPRAY of the Standard Specification.

ii. Thermoplastic traffic stripes and pavement markings shall be equipped with enhanced wet-night visibility.

iii. Glass beads shall conform to the State Specification No. 8010-004 (Type 2) for nighttime retro reflectance glass beads.

iv. Thermoplastic pavement markings and traffic stripes for traffic lanes shall be applied at a minimum thickness of 2.0 mm and minimum application rate of 0.4 kg/m, based on a solid stripe of 100 mm width.

v. Thermoplastic material shall be applied to the pavement at a temperature between 177°C and 205°C, unless the manufacturer recommends a different temperature.

vi. Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

vii. Thermoplastic traffic stripe for crosswalk and stop bar limit line shall be 12” wide.

b) Roadside Signage

i. Roadside Signage shall be in accordance with Section 82, “Signs and Markers”, of the Standard Specifications.

c) Green Bike Lane Marking:

i. The material must be a resilient light green color preformed thermoplastic product which contains a minimum of thirty percent (30%) intermixed anti-skid/anti-slip elements with a hardness range of 7-9 (Mohs scale), and where the top surface contains anti-skid/anti-slip elements with a hardness of 9 (Mohs scale).

ii. The material shall be resistant to the detrimental effects of motor fuels, antifreeze, lubricants, hydraulic fluids, etc.

iii. The material shall be capable of being applied on bituminous and/or portland cement concrete pavements by the use of a handheld heat torch, and/or infrared heater.

iv. The material shall be capable of being applied to asphalt and Portland cement concrete surfaces without preheating the application surface to a specific temperature.

v. The material shall be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures.

vi. The material shall be capable of being applied in temperatures down to 45°F (7.2°C) without any special storage, preheating or treatment of the material before application.

vii. The material shall contain heating indicators evenly distributed on the surface that shall act as visual cues during both the application process and post-application.

viii. If required, white, retroreflective and skid resistant preformed thermoplastic symbols and/or word legends may be incorporated into the skid/slip resistant material background in an interconnected fashion, such that the two materials shall be factory assembled together and applied as a single layer.

ix. The marking material must be produced in the United States, and the manufacturer must be ISO 9001:2008 certified for design, development and manufacturing of preformed thermoplastic pavement markings, and provide proof of current certification.

x. Material: Shall be composed of an ester-modified rosin impervious to degradation by motor fuels, lubricants, etc., in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements uniformly distributed throughout the material. The thermoplastic material shall conform to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state, being non-reflective, and being of a color different from white or yellow.

xi. Pigment: Light Green: The material shall be manufactured with appropriate pigment to ensure that the resulting colors complies with the Light Green color as specified in the FHWA Memorandum dated April 15th, 2011: Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14).

xii. Daytime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1			2			3			4	
X	y		X	y		x	y		x	y
0.230	0.754		0.266	0.500		0.367	0.500		0.444	0.555

Nighttime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1			2			3			4	
X	y		X	y		x	y		x	y
0.230	0.754		0.336	0.540		0.450	0.500		0.479	0.520

xiii. The pigment system shall not contain heavy metals or any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

xiv. Heating Indicators: The top surface of the material shall have regularly spaced indents. The closing of these indents during application shall act as a visual cue that the material has reached a molten state, allowing for satisfactory adhesion and proper embedment of the anti-skid/anti-slip elements, and a post-application visual cue that proper application procedures have been followed.

xv. Skid Resistance: The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.

xvi. Slip Resistance: The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application the material shall provide a minimum static coefficient of friction of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.

xvii. Thickness: The material must be supplied at a minimum thickness of 90 mils (2.29 mm) or 125 mils (3.15 mm).

xviii. Environmental Resistance: The material shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

xix. Application: The material shall be capable of being applied using the propane torch method, and/or infrared heater recommended by the manufacturer. The material shall be capable of being applied at ambient and road temperatures down to 45°F (7.2°C) without any preheating of the pavement to a specific temperature. A sealer specified by the manufacturer shall be applied to the pavement surface prior to material application to ensure proper adhesion. The sealer must be supplied by the material manufacturer in 300/600ml cartridges along with sealer application supplies. A thermometer shall not be required during the application process. The pavement shall be clean, dry and free of debris. Supplier must enclose application instructions in English and Spanish with each box/package only pertaining to an application method that does not require preheating of the pavement to a specific temperature before application.

d) Green Bike Lane Marking with Symbols and Legends: Where green bike lane markings are called for that include Bike Lane symbols, words or arrows, the high friction green thermoplastic material shall come from the manufacturer as a sheet of green thermoplastic material with the Bike Lane markings in white, and the the markings shall be included as an integral element of the green thermoplastic material as received from the manufacturer. If the manufactured sheet is of insufficient size to cover the indicated width of bike lane, additional green thermoplastic material shall be used to provide the required coverage. The green thermoplastic material with integral symbols and legends shall be paid per square foot of the thermoplastic sheet with symbols and legends.

e) Bike Lane Lines Adjacent to Green Bike Lane Markings: Where bike lane stripes (Detail 39 and 39A) are located immediately adjacent to green bike lane markings, the bike lane stripes shall be of high-friction skid resistant thermoplastic.

f) Bike Lane Striping and Markings: All bike lane stripes and symbols not adjacent to green bike lane areas shall be paint as defined herein.

g) Thermoplastic Materials for Crosswalks: Crosswalk markings of the “Ladder” and “Continental” style crosswalks shall be of high friction skid resistant thermoplastic.

h) Traffic Paint Material and Application: Paint for blue, black, yellow and white shall be waterborne-based only and shall conform to State Specifications PTWB-01R2. Solvent-based or Acetone-based paints shall not be used and thinning will not be allowed. Glass beads shall conform to the State Specification No. 8010-004 (Type 2) for nighttime retro reflectance glass beads.

i) Curb Painting: Curb paint shall be of a latex base consisting of color in accordance with City Standards.

j) Raised Pavement Markers: Raised pavement markers of various types shall conform to Section 81-3, “Pavement Markers”, of the State Standard Specifications, these Technical Provisions, and as shown on the Contract Drawings. Retroreflective pavement markers shall be marked as abrasion resistant on the body of the markers. Fire hydrant pavement markers shall be Type BB: two-way blue reflective (high intensity) raised pavement markers.

k) Removal of Existing Stripes and Markings:

    i. Prior to the removal of existing lane striping and markings, Contractor shall measure and make note of lane widths.

ii. Wherever existing stripes or pavement markers interfere or conflict with new striping or are indicated to be removed, Contractor shall remove all conflicting markings by abrasive grinding or sandblasting or other approved methods. All existing thermoplastic stripes or markings and all raised pavement markers in areas designated to receive asphalt overlay shall be removed by abrasive grinding or sandblasting or other methods acceptable to the Engineer. Payment for removal of existing markings and preparing a Lead Compliance Plan shall be considered included in other items of work and no separate payment shall be made therefore.

iii. Waste from removal of yellow thermoplastic and yellow painted traffic stripe may contain lead chromate in average concentrations greater than or equal to 350 ppm and less than 1000 ppm Total Lead. Yellow thermoplastic and yellow paint traffic stripe exist along the length of the project. Residue produced when yellow thermoplastic and yellow paint are removed may contain heavy metals in concentrations that exceed thresholds established by the California Health and Safety Code and may produce toxic fumes when heated.

iv. The removed yellow thermoplastic and yellow paint shall be disposed of at a Class 1 disposal facility or a Class 2 disposal facility permitted by the Regional Water Quality Control Board in conformance with the requirements of the disposal facility operator within 5 days after accumulating 220 pounds of residue and dust. The Contractor shall make necessary arrangements with the operator of the disposal facility to test the yellow thermoplastic and yellow paint residue as required by the facility and these special provisions. Testing shall include, at a minimum, (1) Total Lead and Chromium by EPA Method 7000 series and (2) Soluble Lead and Chromium by California Waste Extraction Test. From the first 887 gallons of waste or portion thereof, if less than 887 gallons of waste are produced a minimum of four randomly selected samples shall be taken and analyzed. From each additional 222 gallons of waste or portion thereof, if less than 222 gallons are produced a minimum of one additional random sample shall be taken and analyzed. The Contractor shall submit the name and location of the disposal facility and analytical laboratory along with the testing requirements to the Engineer not less than 2 days prior to the start of removal of yellow thermoplastic and yellow painted traffic stripe. The analytical laboratory shall be certified by the Department of Health Services Environmental Laboratory Accreditation Program. Test results shall be provided to the Engineer for review prior to signing a waste profile as requested by the disposal facility, prior to issuing an EPA identification number and prior to allowing removal of the waste from the site.

v. The Contractor shall prepare a project specific Lead Compliance Plan to prevent or minimize worker exposure to lead while handling removed yellow thermoplastic and yellow paint residue. Attention is directed to Title 8, California Code of Regulations, Section 1532.1, “Lead,” for specific Cal OSHA requirements when working with lead.

vi. The Lead Compliance Plan shall contain the elements listed in Title 8, California Code of Regulations, Section 1532.1(e)(2)(B). Before submission to the Engineer, the Lead Compliance Plan shall be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan shall be submitted to the Engineer at least 10 days prior to beginning removal of yellow thermoplastic and yellow paint.

vii. Prior to removing yellow thermoplastic and yellow painted traffic stripe and pavement marking, personnel who have no prior training, including State personnel, shall complete a safety training program provided by the Contractor that meets the requirements of Title 8, California Code of Regulations, Section 1532.1, “Lead,” and the Contractor’s Lead Compliance Program.

viii. Personal protective equipment, training, and washing facilities required by the Contractor’s Lead Compliance Plan shall be supplied to the Engineer by the Contractor. The number of City personnel will be 2.

ix. Where grinding or other methods approved by the Engineer are used to remove yellow thermoplastic and yellow painted traffic stripe, the removed residue, including dust, shall be contained and collected immediately. Sweeping equipment shall not be used. Collection shall be by a high efficiency particulate air filter (HEPA) equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the Engineer. The Contractor shall submit a written work plan for the removal, storage, and disposal of yellow thermoplastic and yellow painted traffic stripe and pavement marking to the Engineer for approval not less than 7 days prior to the start of the removal operations. Removal operations shall not be started until the Engineer has approved the work plan.

x. The removed yellow thermoplastic and yellow painted traffic stripe residue shall be stored and labeled in covered containers. Labels shall conform to the provisions of Title 22, California Code of Regulations, Sections 66262.31 and 66262.32. Labels shall be marked with date when the waste is generated, the words "Hazardous Waste", composition and physical state of the waste (for example, asphalt grindings with thermoplastic or paint), the word "Toxic", the name and address of the Engineer, the Engineer's telephone number, contract number, and Contractor or subcontractor. The containers shall be a type approved by the United States Department of Transportation for the transportation and temporary storage of the removed residue. The containers shall be handled so that no spillage will occur. The containers shall be stored in a secured enclosure at a location within the project limits until disposal, as approved by the Engineer.

xi. If the yellow thermoplastic and yellow painted traffic stripe residue is transported to a Class 1 disposal facility, a manifest shall be used, and the transporter shall be registered with the California Department of Toxic Substance Control. The Engineer will obtain the United States Environmental Protection Agency Identification Number and sign all manifests as the generator within 2 working days of receiving sample test results and approving the test methods.

xii. The Contractor shall assume that the yellow paint removed is not regulated under the Federal Resource Conservation and Recovery Act (RCRA). Additional disposal costs for removal residue regulated under RCRA, as determined by test results required by the disposal facility, will be paid for as extra work as provided in Section 4 1.05, "Changes and Extra Work," of the Standard Specifications.

xiii. Nothing in these special provisions shall relieve the Contractor of the Contractor's responsibilities as specified in Section 7 1.04, "Public Safety," of the Standard Specifications.

l) Temporary Pavement Markers:

i. If permanent pavement markers cannot be installed immediately after resurfacing, short-term temporary retro reflective pavement markers shall be installed prior to opening the street to traffic. Temporary markers shall be monitored, maintained and replaced by the contractor as necessary until such time that permanent striping can be applied.

ii. Temporary pavement markers shall be placed not more than 12-feet apart on curves nor more than 24-feet apart on straight segments, in the quantity and appropriate colors to delineate centerlines (two yellow markers spaced 3 inches apart) and travel lanes (single white marker). Edge lines, median lines and bike lanes need not be marked.

m) Layout and Cat-Tracking:

i. No permanent striping or application of pavement markers shall occur until after the Contractor has field marked and established a satisfactory alignment and layout for the proposed striping (cat-tracking) and this alignment has been approved by the Engineer. Cat-tracking shall be completed no more than three (3) days after each roadway section's paving operation.

ii. Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope.

iii. The City shall have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until approval is granted by the Engineer. The Contractor shall allow a minimum of three working days for review of the layout by the City. Contractor shall notify City inspector when layout and cat-tracking are ready for review. Receipt of notification shall signify the start of City review period.

1.4 MEASUREMENT AND PAYMENT:

a) The contract price paid per **Linear Foot** for "**Traffic Line (by Detail Number or Type)**" or "**Pavement Marking (by Detail Number or Type)",** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing and placement of traffic lines and pavement markers, complete in place, and shall include establishing alignment and layout work as shown on the Contract Drawings, as specified in the State Standard Specifications and Plans, these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore. Traffic Line quantity shall be measured in the field by the linear foot along the centerline of the traffic stripes, without deductions for gaps. Traffic line with multiple lines will count by lineal foot along the centerline for payment, not the total length of the individual component lines.

b) The contract price paid per **Square Foot** for "**Traffic Line (by Type)**" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing and placement of thermoplastic pavement marking, complete in place, removal of existing marking and striping, establishing alignment for markings and layout work as shown on the Contract Drawings, as specified in the Standard Specifications and Plans, these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

c) The contract price paid per **Each** for **"Pavement Marking (Type of Marking)"** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing and placement of thermoplastic pavement marking, complete in place, removal of existing marking and striping, establishing alignment for markings and layout work as shown on the Contract Drawings, as specified in the Standard Specifications and Plans, these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

d) The contract **Unit** price paid for "**Blue Reflective Raised Pavement Marker**" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing and placement of pavement marker, complete in place, including adhesives, establishing alignment for pavement markers as shown on the Contract Drawings, as specified in the State Standard Specifications and Plans, these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

e) The contract price paid per **Linear Foot** for "**Red Curb**" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in painting curbs at median noses, fire hydrants, intersection corners, no parking areas, bus stops, and other locations as shown on plans, complete in place, and shall include establishing alignment and layout work as shown on the Contract Drawings, as specified in the State Standard Specifications and Plans, these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

f) The contract price paid per **Each** for "**Roadside Sign and Post", "Roadside Sign", and "Relocate Existing Sign and Post"** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing and placement of roadside sign on existing post, complete in place, furnishing and placement of roadside sign on new post, relocation of existing sign and post, as shown on the Contract Drawings, as specified in the State Standard Specifications and Plans, these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

g) Full compensation for work involved in the removing existing traffic marking and striping including providing necessary tools, materials, equipment, coordination and Lead Compliance Plan shall be considered as included in the contract prices paid for various items of work involved, and no additional compensation shall be allowed.

h) Full compensation for work involved in replacing/refreshing any existing traffic marking and striping within 50’ of the project limits that have been damaged or faded due to construction activities shall be considered as included in the contract prices paid for various items of work involved, and no additional compensation shall be allowed.

PART 2 – (NOT USED)

PART 3 – EXECUTION

a. The Contractor shall layout all final traffic stripes and pavement markings in the field. The Engineer shall review and approve all striping and marking layouts prior to installation.

b. Where striping joins existing striping, as shown on the Contract Drawings, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

c. All striping and markings shall be of thermoplastic materials, except where explicitly noted otherwise. Striping shall be refreshed fifty (50) feet beyond the limit of work.

d. Pavement markings and striping shall be installed no later than fourteen (14) days after the final resurfacing. Two coats of paint shall be installed and a refresh coat to be placed 28 days after paving.

e. The Contractor is responsible to establish and provide information as necessary to reestablish the location of the existing roadway striping that is to be replaced after paving operations. The proposed type and frequency of information to be provided shall be submitted to the Engineer for approval at least 5 days prior to start of paving operations.

f. All permanent painted traffic stripes shall have a wet film thickness of 15 mils. Black paint for contrast shall have a wet film thickness of 7 mils. The Contractor shall apply two coats of paint at each location in the presence of the Engineer. Any coats of paint applied without the presence of the Engineer shall not be accepted.

g. The Contractor shall layout all final fire hydrant pavement markers in the field. The Engineer or Fire Marshal shall review and approve all layouts prior to installation.

h. Drips, overspray, improper markings, and paint and thermoplastic material tracked by traffic shall be immediately be removed approved by the Engineer at the Contractor’s expense.

i. Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or any other causes until the thermoplastic material is thoroughly set or the paint is thoroughly dry.

END OF SECTION

E-15 PORTABLE CHANGEABLE MESSAGE SIGN

PART 1 – GENERAL

1.1 GENERAL:

a) This work consists of providing, installing, and maintaining portable changeable message signs to be placed at locations as described in this Technical provisions.

1.2 SUBMITTAL:

a) The Contractor shall submit proposed locations for the portable changeable message signs to the Engineer for approval two weeks prior to start of work. Refer to the Submittal requirements in General Conditions.

1.3 DEVICE REQUIREMENT

a) The portable changeable message signs shall be a trailer mounted mid-size three-line message board with 8 characters per line and the capability of displaying up to three messages. The message sign shall specify the following: (1) Road Construction Ahead on *(location*), (2) Expect Delays, and (3) Dates of Construction. Contractor shall have the ability, at all times, to change the displayed message and location of signs upon direction from the Engineer.

b) Portable Changeable Message Signs:

i. Portable changeable message signs shall be furnished, placed, operated, and maintained at locations shown on the plans or where designated by the Engineer and shall conform to the provisions in Section 12-3.32, "Portable Changeable Message Signs," of the Standard Specifications and these Special Provisions.

ii. Messages displayed on the portable changeable message signs shall be as specified on the plans, unless otherwise specified by the Engineer, and shall conform to Section 12-3.32 "Portable Changeable Message Signs," of the Standard Specifications and “Traffic Control” of these specifications. Upon request submit a Certificate of Compliance for each portable changeable message sign under Section 20-3.01A(3)(c), “Certificates of Compliance,” of the Standard Specifications.

iii. The Contractor shall provide portable changeable message signs in accordance with these Specifications and as directed by the Engineer. These signs shall be placed a minimum of 14 calendar days prior to start of work. These signs will be required in addition to the signs required by the latest version of the CAMUTCD.

iv. A portable changeable message sign shall be placed during speed zone reductions. When used in conjunction with a lane closure, use one portable changeable message sign, with both the speed zone reduction and the lane closure messages. Place portable changeable message sign as far from the traveled way as practicable where it is legible to traffic and does not encroach on the traveled way. Where possible, place portable changeable message sign behind guardrail or temporary railing (Type K).

v. The Contractor must be available by cell phone for operations that require portable changeable message signs. Submit to the Engineer two cell phone numbers, for 24-hr contact. When the Engineer contacts you, immediately comply with the Engineer's request to modify the displayed message.

vi. The Contractor shall comply with all the encroachment permits' (Caltrans) conditions/requirements and work area boundaries as shown on plans. The Contractor shall not perform any work outside these encroachments permit limits unless written approval is obtained from the Engineer, property owner, and the affected agency.

1.4 MEASUREMENT AND PAYMENT

i. The contract price paid for Each for "Portable Changeable Message Signs" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in specification section 12-3.32 "Portable Changeable Message Signs" of Caltrans Standard Specifications, including moving, relocating, replacing, and removing when no longer required, as specified in the Standard Specifications, the Special Provisions and these Technical Specifications, and as directed by the City Engineer. Moving, relocating and replacing a portable Changeable message sign is not counted once installed.

PART 2 – (NOT USED)

PART 3 – EXECUTION

a. The signs shall be fully operable and maintained by the Contractor until completion of the project. The location of the portable changeable message sign shall not impede bike or vehicle traffic lanes or pedestrian path of travel.

b. The provisions in this section will not relieve the Contractor of responsibility for providing additional devices or taking measures as may be necessary to provide public safety. Portable changeable message signs shall be available for placement and redeployment at various job locations for the full duration of the construction.

c. Portable changeable message signs shall be furnished, placed and operated one week prior to start of construction activities and shall be maintained and remain for the duration of the work.

d. Portable changeable message signs shall not be placed in a way that obstructs pedestrian, bicyclist, or vehicular access. Portable changeable message signs shall be placed a minimum of two weeks prior to the work.

END OF SECTION

E-16 PROJECT APPEARANCE, TREES, AND SWEEPING

PART 1 - GENERAL

1.1 WORK INCLUDED

a) Project Appearance:

   a. The Contractor shall maintain a neat, graffiti, and litter free job site with a professional appearance at all times. Debris developed during construction shall be disposed of concurrently with its generation daily.

   b. The stockpiling of debris during construction shall not be allowed unless otherwise approved by the Engineer.

   c. The stockpiling of materials and equipment within the street, public right-of-way, or private property shall not be permitted unless authorized by the Engineer.

b) Care shall be taken to avoid tracking debris, mud, oil, soil, asphalt concrete, or binder material onto existing surfaces. The Contractor shall be responsible to promptly remove any tracked material to the satisfaction of the Engineer.

   a. Clearing shall consist of the removal of ground cover including grass, shrubs, weeds, and vegetation that will otherwise impede construction operations, as approved by Engineer.

   b. At sites where the excavation has taken place near trees to remain, and many living roots remain exposed to the air, cover the exposed roots within 2 hours with sand, soil, moist burlap or other means acceptable to the Engineer.

   c. Spoils from the work site resulting from clearing, grubbing and stripping operations shall be removed from the entire limits of worksite and properly disposed of in accordance with applicable laws and regulations.

c) Existing Trees:

   a. The project may include work adjacent to existing mature trees where the canopy of the trees extends over or interferes with the work. It shall be the responsibility of the Contractor to conduct construction operations around said tree canopies such that the work is accomplished without damaging or injuring trees or tree limbs in any way.

b. The Contractor may be permitted to trim said trees in order to facilitate construction operations after approval by the Engineer, however, the Contractor shall possess a C-27 license, a C-61 license, and the trimming shall be performed by a Certified Arborist. All trimming of trees shall be performed in accordance with “Pruning Standards,” published by the Western Chapter of the International Society of Arboriculture.

c. Tree roots greater than 3” in diameter and less than 12” below ground level shall not be cut without approval of the Engineer.

d. Cut roots cleanly, as far from the trunk of the tree as possible, and not underneath the newly constructed sidewalk. Prune roots to a depth of 18".

e. Perform root pruning using a Vermeer Root Cutting Machine or equal. Alternate equipment or techniques must be approved by the Engineer. Root pruning shall be completed prior to base or subgrade preparation.

f. Complete root pruning prior to base or subgrade preparation, or to any excavation adjacent to the tree.

g. Excavation in an area where roots are present shall not cause the tearing or ripping of tree roots. Roots must first be cleanly severed prior to continuing with the excavation, or tunneled around to prevent damage to the root.

h. Tree roots shall not remain exposed to drying out. Root ends shall be covered with soil or burlap and kept moist until the final backfill or grade is established.

d) The following guidelines shall be followed whenever tree roots with a diameter of two inches or greater are encountered during the Contractor’s trenching or grading activities:

a. Trenches shall be hand dug within a tree canopy zone to avoid damage to the tree roots.

b. Upon uncovering, immediately cover the root with a board or burlap and keep it moist.

c. Backfill the exposed root area with soil as soon as the work has been completed.

d. If the tree becomes damaged, cut the damaged root clean with a saw and immediately wrap the root end with plastic secured with tape.

e) Contractor shall protect migratory and nesting birds in accordance with Section 14, “Environmental Stewardship” of the State Standard Specifications.

f) Tree Protection:

a. The Contractor may be required to install Tree Protection Zone (TPZ) fencing around existing trees within or adjacent to the project Work that are to remain or be preserved as directed by the Engineer. The fencing shall be five feet tall and mounted on two inch diameter posts driven two feet into the ground every ten feet.

b. The TPZ fencing shall be installed at the drip line (canopy) of the tree or at a distance from the trunk equivalent to one foot for every one-inch of trunk diameter, whichever is larger. The TPZ fence shall be maintained in place until the end of construction activities.

c. Except to perform the specified Work as required as part of the project, all other activities including parking, materials storage, etc. shall be performed outside of the TPZ fencing unless directed otherwise by the Engineer. The ground surface within the TPZ shall not be disturbed except to perform the specified Work.

d. Construction materials, debris, washout water, and stockpiles shall not be stored within the drip line or protective fencing area under any tree.

e. Vehicles shall not be parked under any tree within the drip line or protective fencing area.

f. Installation of orange protective fencing with stakes around trees that are within 10’ of the work limits, and with trunk calipers greater than 6 inches.

g. Where vehicles or equipment must operate or travel under drip line or unpaved landscape areas, Contractor shall place a minimum 10-inch layer of woodchips or other cushioning surface material approved by the Engineer before starting work there. This mulch layer shall be replenished as necessary to maintain a ten-inch depth until operations in this area are complete and shall be removed upon completion of work unless directed by Engineer. Where crane outriggers or other heavy equipment must be positioned in drip line or unpaved landscape areas, contractor shall provide additional protection against soil compaction and landscape damage. Means of providing additional protection may include placement of additional mulch, base rock, heavy timbers, or steel plates. Contractor shall obtain Engineers approval for protective measures prior to placing or operating heavy equipment in unpaved landscape over the root areas of tress to remain.

h. Where called for on the plans, place storm fence or other approved protective barriers aroun trees to be saved.

i. Contractor will conduct a site meeting with the City Arborist prior to removal of any trees. Contractor to assist the City Arborist in tagging the tree, and documenting the Arborist permission to remove tree, prior to any tree removal

g) Sweeping:

a. City streets within the project site, including those of the Contractor's truck haul route shall be swept daily and immediately following all cold planing, grinding, sandblasting, excavating and trucking operations.

b. The Contractor shall sweep the street with a power pick-up broom immediately prior to, and after the paving operations. The Contractor shall keep a power pick-up broom on the job at all times and it shall be used to keep the streets free of loose or tracked material from the Contractor's operation.

c. Power sweepers that don't pick-up the material shall not be used.

1.2 REFERENCES

a) Cal/OSHA – California Division of Occupation Safety and Health

b) Undergound Services Alert (USA)

1.3 MEASUREMENT AND PAYMENT:

a) Full compensation for "**Project Appearance, Trees and Sweeping**" shall be considered as included in the contract unit prices paid for the various items of work performed and no additional compensation will be allowed.

PART 2 - (NOT USED)

PART 3 - (NOT USED)

END OF SECTION

E-17 PRESERVATION OF PROPERTY

PART 1 – GENERAL

1.1 Work of this section includes preserving and protecting

a) Highway improvements and facilities

b) Adjacent property

c) Waterways

d) ESAs

e) Lands administered by other agencies

f) Railroads and railroad equipment

g) Nonhighway facilities, including utilities

h) Survey monuments

i) Department's instrumentation

j) Temporary work

k) Roadside vegetation not to be removed

l) Comply with Govt Code § 4216 et seq. Notify the Engineer at least 3 business days before you contact the regional notification center. Failure to contact the notification center prohibits excavation.

m) Immediately report damage to the Engineer.

n) If you cause damage, you are responsible.

o) The Department may make a temporary repair to restore service to a damaged facility.

p) Install suitable safeguards to preserve and protect facilities from damage.

q) Install temporary facilities, such as sheet piling, cribbing, bulkheads, shores, or other supports, necessary to support existing facilities or to support material carrying the facilities.

1.2 OBJECTIVES

a) Contractor shall protect, shore, brace, support, and maintain all landscaped areas (sod, groundcover, shrubs, trees, etc.), underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures that are not to be demolished, and all landscaped areas in yards, parkways, and medians that are damaged by the Contractor's construction operations, whether within or outside the project limits, shall be restored to their original condition by the Contractor, at their own expense, to the satisfaction of the Engineer and the Private Property Owner. All replacements shall be made with new materials. Special care shall be taken to protect private property adjacent to sidewalk and curb ramp work.

b) Contractor shall be responsible for all damage to landscaped areas, streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work, Site or any part thereof, whether by Contractor or Subcontractors. Contractor shall make satisfactory and acceptable arrangements with the City, or the agency or authority having jurisdiction over the damaged property, concerning its repair, replacement or payment of costs incurred in connection with the damage.

c) Preserve and protect existing trees and plants at the site which are designated to remain and those adjacent to the site. Contractor's attention is directed to the Contract Documents for additional requirements and restrictions as it pertains to the protection of existing trees and plants.

d) The minimum size of replacement trees shall be a 24-inch box.

e) Replace shrubs with no. 15-container shrubs

f) Damage to slopes, plants, irrigation systems and other facilities that occur as a result of irrigation line break or other defects in an irrigation system installed by or broken by the Contractor, shall be repaired or reconstructed by the Contractor to the satisfaction of the Engineer and at no additional cost to the City.

g) Damage caused by or as a result of improper programming or operation of the irrigation system during the plant establishment period shall be repaired or reconstructed by the Contractor to the satisfaction of the Engineer and at no additional cost to the City.

1.3 REFERENCES

a) Standard Plans and Specifications, California Department of Transportation, latest edition.

1.4 MEASUREMENT AND PAYMENT:

a) Full compensation for "**Preservation of Property**" shall be considered as included in the contract unit prices paid for the various items of work performed and no additional compensation will be allowed.

i. Pre-Construction (Existing) Condition Site Video meeting the requirements specified below and in accordance with General Requirements section 01 00 00, "Site Conditions Surveys".

ii. Prior to starting work, the Contractor shall provide a videotape (DVD format) of the job site for the purpose of providing a record of existing conditions. The video record shall provide a view encompassing the entire project site, including plus 20 feet beyond the Contractors limit of work. The record shall include clear details of all existing above ground improvements, including but not limited to, pavement, landscaping and irrigation, sidewalk, driveways, curb and gutter.

iii. The video record shall include audio commentary describing what is being viewed, all provide detail of significant existing damage and disrepair, cracks, settlements, deficiencies, or any other pre-existing condition.

iv. The Contractor shall perform the actual recording at a time when the street is not filled with parked vehicles. Any significant pre-construction (existing) conditions shall also be photographed to a 4x6 size, matte finish and shall be accompanied by a brief narrative of date, location, and conditions.

PART 2 - (NOT USED)

PART 3 - (NOT USED)

END OF SECTION

E-18 CONTROL OF WATER

PART 1 – GENERAL

1.1 OBJECTIVES

a) The Contractor is responsible for implementing measures as required to allow for work to proceed during wet weather, should wet weather occur, and when ground water is present. The Contractor is advised that the groundwater surface in the City of Milpitas is high and may be just below the pavement surface. Contractor shall provide all necessary labor and materials required to protect the work from wet weather and to allow work to proceed without delay.

b) The Contractor shall remove all water that accumulates in all excavations during the progress of work so that all work may proceed. Excavated areas shall be kept free from water while underground utilities or structures are constructed, while concrete is setting, and until backfill has been placed to a sufficient height to anchor the work against possible flotation or leakage.

c) The Contractor's dewatering system shall be designed to prevent pumping fines from below grade or disturbing materials exposed at the excavation bottom. Attention is directed to other related sections in these specifications.

d) Disposal of water through dewatering operations shall conform to the requirements of these Contract Documents and State and Federal Law. Water from dewatering operations shall not be directed into existing sanitary sewers unless the Contractor obtains a City of San Jose Short Term Wastewater Discharge Permit. Discharge to storm drains, creeks and channels will not be allowed. The Contractor shall submit written procedures in accordance with Article 15, Submittals, for the disposal of water extracted under such conditions to the City for approval 15 days prior to work. The Contractor shall be held responsible for any fines and penalties assessed due to the disposal of extracted water deemed in violation of said approved procedures.

1.2 SUBMITTALS

a) Dewatering Plan and Discharge to Sanitary Sewer:

   i. Dewatering Plan: Where required by these Contract Documents, the Contractor shall provide a detailed Dewatering Plan designed by a licensed Civil Engineer.

ii. The Contractor shall, at all times, have sufficient pumping equipment available for immediate use including standby pumps for use in case other pumps become inoperable. Water shall be disposed of so as to be compliant with the law, and so it does not cause injury to public or private property or be a menace to the public health.

iii. The Contractor's dewatering system shall be designed to prevent pumping fines from below grade or disturbing materials exposed at the excavation bottom. Attention is directed to other related sections in these specifications.

iv. Disposal of water through dewatering operations shall conform to the requirements of these Contract Documents and Local, State and Federal Law.

b) Discharge to Sanitary Sewer:

i. The Contractor shall obtain approval from the Engineer prior to any discharge to the City's sewer system. In addition, the Contractor shall obtain a "Short-Term" Wastewater Discharge Permit from the City of San Jose Environmental Services Department, including payment of any required permit fees.

ii. The Contractor shall monitor its discharge flow rate to ensure surcharging of the downstream sewer system does not occur, and provide all flow measurement, testing, or other requirements of the Wastewater

iii. Discharge Permit, and shall be responsible for all costs as required to discharge to the sewer system.

iv. The Contractor shall be responsible for any fines, or related costs and repairs for damage or clean-up resulting from its discharge operation.

1.3 MEASUREMENT AND PAYMENT

a) Full compensation for "**Control of Water**" shall be considered as included in the contract unit prices paid for the various items of work performed and no additional compensation will be allowed.

PART 2 - (NOT USED)

PART 3 - (NOT USED)

END OF SECTION

E-19 COOPERATION

PART 1 – GENERAL

1.1 OBJECTIVES

a) The Contractor shall coordinate with and accommodate any other contractors who may be working in the area when preparing work schedules, and when executing items of work including traffic control.

b) The Contractor shall coordinate with utility companies for relocation of any existing utilities or cover adjustments. The Contractor shall give the required advance notice of work to the utility company.

c) The Contractor's work shall be so conducted to allow utility companies to maintain services and relocate their facilities with the minimum of interruption to the public. Proper coordination with utility company staff is critical to ensure that their facility is relocated prior to installation of new improvements by the Contractor.

1.2 REFERENCES

a) Standard Plans and Specifications, California Department of Transportation, latest edition.

1.3 MEASUREMENT AND PAYMENT:

a) Full compensation for "**Cooperation**" shall be considered as included in the contract unit prices paid for the various items of work performed and no additional compensation will be allowed.

PART 2 - (NOT USED)

PART 3 - (NOT USED)

END OF SECTION

E-20 OBSTRUCTIONS

PART 1 – GENERAL

1.1 OBJECTIVES

a) Attention is directed to Section 15, "Existing Facilities," of the State Standard Specifications.

   i. The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety, and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to, storm drainage pipes, sanitary sewers, irrigation lines, telephone ducts, water line, traffic signal conduit, gas lines, and underground electrical cables. Some of the facilities might be relocated by the various utility companies. The locations of the facilities as shown on the plans are approximate. It is the Contractor's responsibility to verify the exact locations and depths with the respective utility company.

b) Underground Services Alert (USA) 811:

   i. Prior to any underground excavation, the Contractor shall contact Underground Services Alert (USA) 811 a minimum of 48 hours prior to the beginning of each excavation.

   ii. The Contractor shall notify USA at 1-800-227-2600 to locate and mark existing subsurface utilities within the Contractor’s project site. The Contractor shall also be responsible for contacting private utility companies for the review of their as-built records for their underground utilities.

   iii. The Contractor shall have the responsibility to contact directly all agencies that do not participate in USA program to arrange for the location and mark-out of their utilities. The California Department of Transportation (Caltrans) is an example of such an agency that does not participate in the USA program.

c) Unmarked Utilities:

   i. As required by law, should the Contractor find utilities during excavation that were unmarked by the USA locate process, that Contractor shall immediately notify Underground Services Alert (USA) 811 of the find and request they respond.

d) The following utilities have facilities within the limits of work:

i.	PG&E	Gas/Electrical
ii.	City of Milpitas	Water, Recycled Water, Storm Drain, and Sanitary Sewer lines; Street light, Traffic Signal, and Fiber Optics
iii.	AT&T	Telephone/Fiber Optics
iv.	Verizon	Telephone/Fiber Optics
v.	Zayo	Telephone/Fiber Optics
vi.	Comcast	Cable TV/ Fiber Optics
vii.	VTA	Rail/Gas

e) Protection and repair of damage of laterals and appurtenances shall be the responsibility of the Contractor.

f) In the event that water services, fire hydrants, storm drain pipes, city fiber optics, or other appurtenances are broken or damaged, the Contractor shall immediately notify the Engineer. The Contractor shall be required to repair, at their own expense, such damage in a manner satisfactory to the Engineer, or City forces may repair such damage at the Contractor's expense.

g) In the event damage is done to any gas, electric, cable TV, fiber optics, or telephone facility by the Contractor, the Contractor shall immediately notify the respective utility company. The utility company at the Contractor's expense shall make repairs.

1.2 MEASUREMENT AND PAYMENT:

a) Full compensation for "**Obstructions**" shall be considered as included in the contract unit prices paid for the various items of work performed and no additional compensation will be allowed.

PART 2 - (NOT USED)

PART 3 - (NOT USED)

END OF SECTION

E-21 TRAFFIC SIGNAL MODIFICATION

PART 1 – GENERAL

1.1 WORK INCLUDED

a) Work covered by this section includes the furnish and installation of pedestrian push button poles, conduit, cables, APS push buttons, and Cabinet Control Unit.

1.2 REFERENCES

a) 2024 Caltrans Standard Specifications (CSS) and Caltrans Standards Plans (CSP)

b) Section 86 and 87, Standard Specification for Electrical Work

c) Standard Plans for Electrical Systems (Signal and Lighting Standards) ES-7A

d) Standard Plans for Electrical Systems (Signal and Lighting Standards) ES-5C, ES-5D

1.3 SUBMITTALS

a) Contractor shall submit certificates from suppliers stating compliance of materials with the requirements of this section.

1.4 MEASUREMENT AND PAYMENT

a) The contract price paid per **Each** for "**APS Cabinet Control Unit**" shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installation of the Accessible Pedestrian Signal Cabinet Control Unit in the existing traffic signal cabinet, specified herein, tested, and as necessary for a complete and functioning system to the satisfaction of the Engineer, and no additional compensation shall be made therefor

b) Full compensation for **"Remove Pedestrian Push Button and Install Accessible Pedestrian Signal"** shall be considered as included in the lump sum cost paid per each intersection listed in the bid schedule for the various items of work performed and shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in modification of traffic signal poles, conduit, cables, APS push buttons, specified herein, tested, and as necessary for a complete and functioning system to the satisfaction of the Engineer, and no additional compensation shall be made therefor

c) The contract price paid per **Sq Yd** for "**Cape Seal**" full compensation for providing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in CAPE SEAL including preparing the roadway surface for seal coat, protecting existing utility covers within seal coat limits, placement of the rubberized asphalt binder, placement of precoated aggregate, rolling, and sweeping. Screenings and modified binder shall be considered as included in the contract unit prices paid for the various items of work performed in Cape Seal and no additional compensation will be allowed.

PART 2 - MATERIAL AND EQUIPMENT

2.1 PUSH BUTTON POST POLE ASSEMBLY (PPB POST)

a) PPB Post shall comply with Section 86-1.02J and shall comply with Caltrans Standard Plan ES-7A.

2.2 CONDUIT (2")

a) Conduit shall be type 3 as detailed in Caltrans Standard Specification Section 86-1.02B (Conduit and Accessories). Shall comply with Caltrans Standard Specifications 86-1.02B and 87-1.0 3B

2.3 AUDIBLE PEDESTRIAN SIGNAL PUSH BUTTON ASSEMBLY (APS)

a) Audible Pedestrian Signal Push Button Assembly shall be PedSafety Guardian Wave FS912 APS or City approved equivalent. Shall include all equipment necessary for a full functioning system.

2.4 CONDUCTORS

a) Shall comply with Caltrans Standard Specifications Section 86-1.02F (Conductors and Cables).

PART 3 – EXECUTION

3.1 CONDUIT (2")

a) Shall comply with Caltrans Standard Specifications Section 87-1.03B (Conduit Installation).

3.2 CONDUCTORS

a) Shall comply with Caltrans Standard Specifications Section 87-1.03F(3) (Conductors).

3.3 AUDIBLE PEDESTRIAN SIGNAL PUSH BUTTON ASSEMBLY (APS)

a) Contractor shall install all equipment specified in this section and necessary accessories intended for installation as shown on the plans or as specified in these special conditions, Caltrans Standard Specification Section 87-1.03U

(Push Button Assemblies) and manufacturer’s specifications, and as directed by the Engineer

END OF SECTION

E-22 LANDSCAPE MATERIAL

PART 1 – GENERAL

1.1 WORK INCLUDED

Work covered by this section includes the removal, disposal, and installation of Root Barrier and Header Board.

1.2 SUBMITTALS

Contractor shall submit certificates from suppliers stating compliance of materials with the requirements of this section and City std details No. 414 & 448.

1.3 MEASUREMENT AND PAYMENT

The contract price paid per **LF** for "**Root Barrier and Remove and Replace Header Board**" shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removal, disposal, and installation of the Header Board and Root Barrier, specified herein, tested, and as necessary for a complete and functioning system to the satisfaction of the Engineer, and no additional compensation shall be made therefor.

PART 2 - MATERIAL AND EQUIPMENT

2.1 ROOT BARRIER

Root Barrier shall be from "BIO BARRIER" with 18" min. depth as shown in City Std detail 448. Install in locations shown on the plans, per the manufacturer's specifications.

2.2 HEADERBOARD

Header board shall be 2"x4" for straight sections and 1"x4" Benda Board laminated to 2" thick for curved sections, with associated stakes, comprised of 100% recycled plastic by Epic Plastics, or approved equal. Color shall be integral brown. Stake color to match header board. Available through Bee Green (510) 635- 1779. Install in locations shown on the plans, per the manufacturer's specifications.

PART 3 – EXECUTION

3.1 ROOT BARRIER

Shall comply with City Standard Detail No. 448 and be installed according to the City Inspector's on-site directions at the location specified in the approved plans.

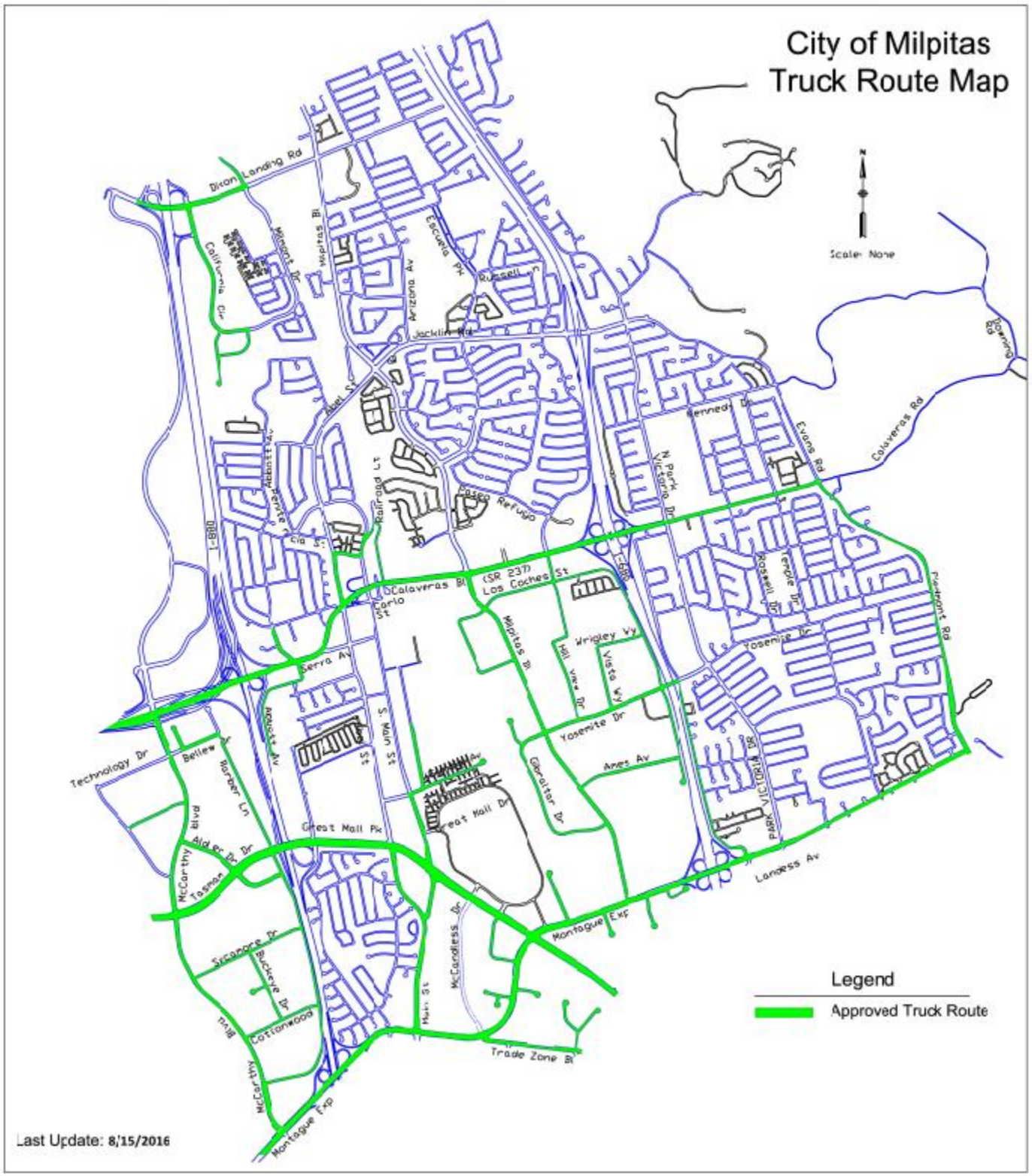
3.2 HEADERBOARD

Shall comply with City Standard Detail No. 414. The City Inspector will determine on-site which areas qualify for existing header board removal. The contractor is responsible for disposing of the removed header board at no additional cost to the City.

END OF SECTION

EXHIBIT “A” – CITY STANDARD FORMS

CITY TRUCK ROUTE MAP



SPECIAL EQUIPMENT

- Photograph of the vehicle **not** to exceed 8 1/2" x 11";
- SE fee.

Final determination of eligibility is based upon review of the application and the photograph. Proof of ownership and verification of the identification number are not required to obtain an SE plate.

Why a vehicle may not qualify for an SE plate

The following list presents examples of why a vehicle may not qualify. This is not a complete list of reasons.

- A vehicle that is **not** oversized or overweight would **not** qualify for an SE plate. (An oversized or overweight vehicle would require a permit issued by the Department of Transportation (DOT) to move it unladen over the highways and, therefore, would qualify for an SE plate.)
- A water well-drilling vehicle that is **not** oversized or overweight would **not** qualify for an SE plate. (An oversized or overweight well-drilling vehicle would require a permit issued by the DOT to move it unladen over the highways and, therefore, would qualify for an SE plate.)
- Self-propelled special mobile equipment.
- Auxiliary dollies.
- Special construction equipment used less than 51 percent of the time for highway construction work or railroad right-of-way.
- Farm trailer with a GVW over 10,000 pounds.
- Farm vehicle **not** being used solely to transport agricultural products and is operated on the highways for a distance greater than one mile.
- Photograph submitted shows that the vehicle is designed to carry property and is **not** designated in the *Vehicle Code* as an implement of husbandry or special mobile equipment.

NOTE: For registration fees, see the brochure, *Registration Related Fees* (FFVR 34). Because fees are subject to change, visit our website at ***www.dmv.ca.gov*** for the most current information or call DMV toll free at 1-800-777-0133.

Try These Service Options

Key *www.dmv.ca.gov* for service 24/7:

- Renew your vehicle registration (see your renewal notice for the RIN-Renewal ID Number)
- Renew your driver license (see your renewal notice for the RIN)
- Take a sample driver license test
- Order special plates
- Get forms, brochures, and handbooks
- Find answers to your questions
- Make appointments (except commercial driving test)
- Calculate registration fees

Call 1-800-921-1117 for DMV's Automated Voice Recognition service 24/7:

- Make appointments (except driving test*)
- Pay registration renewals (see your renewal notice for the RIN-Renewal ID Number)

Call 1-800-777-0133 for service 24/7:

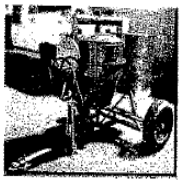
- Get forms and publications
- Listen to general information
- Make appointments (except driving test*)

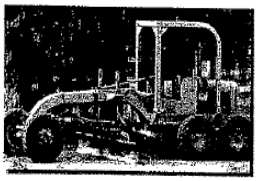
To make a driving test appointment or speak with a technician, call 1-800-777-0133 during normal business hours

- Between 8-5, Mon., Tues., Thurs., & Fri.
- Between 9-5 on Wednesdays

SPECIAL EQUIPMENT

FAST FACTS





A Public Service Agency

Visit our website at www.dmv.ca.gov

FFVR 19 (REV. 10/2006)

Special Equipment (SE) Registration

What is Special Equipment?

Certain specialized vehicles, which are sometimes operated on the highway, fall under the definition of Special Equipment (SE) and are exempt from regular registration. This category includes special construction equipment, cemetery equipment, special mobile equipment, logging equipment, implements of husbandry, and cotton or farm trailers. (See *California Vehicle Code* §§5011, 5015, 5016.)

When SE registration is issued

SE registration is issued to qualified vehicles as outlined in this brochure. The owner of a qualifying vehicle is issued an SE plate and an identification card. A title is not issued to vehicles with SE registration; however, the owner may apply for a Certificate of Title as a separate transaction. You may obtain the Application for Title or Registration form (REG 343) at ***www.dmv.ca.gov*** or by calling 1-800-777-0133.

When SE registration is required

A special equipment identification plate is:

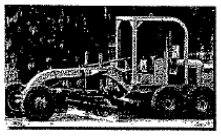
- **Required** for special construction equipment, special mobile equipment, cemetery equipment, and logging vehicles (VC §5011);
- **Required** for cotton trailers, farm trailers, water tanks, oversize feed and seed motor vehicles, automatic bale wagons, and cotton module movers (VC §36101);
- **Optional** for implements of husbandry and farm tractors (VC §36115).

Special Equipment definitions

Special Construction Equipment (VC §565)

A special construction vehicle is one that is used more than 51 percent of the time for highway construction, occasionally moves over the highways, and is oversize or overweight. This vehicle also requires special permits issued by the Department of Transportation—or local authorities—because of its size.

Special construction equipment includes any legal size (not requiring a special permit) vehicle used primarily for highway grading, paving, earth moving, or other highway or railroad right-of-way work. These vehicles are not designed for transporting persons or property and are only occasionally operated or moved over a highway.



EARTH MOVING EQUIPMENT

Special Construction Exclusions

Special construction equipment does **not** include truck-mounted transit mixers, cranes, shovels, and dump trucks that are not oversize or overweight, or any commercial vehicle **not** specified in VC §565 to which machinery has been attached (VC §570).

Special Mobile Equipment (VC §575)

Special mobile equipment is **not** self-propelled, **not** designed or used primarily for transporting persons or property, and only incidentally operated or moved over the highways. Some examples of special mobile equipment are generators, log splitters, tar pots, chippers, cement mixers, and welders.

CEMENT MIXER

Logging Vehicle (VC §379)

LOG LOADER

A logging vehicle is one used exclusively in logging operations and is not designed for transporting persons or property on a highway.

Cemetery Equipment (VC §4012)

Cemetery equipment is a vehicle, implement, or equipment specifically designed or altered for maintenance or operation of cemetery grounds and only incidentally operated or moved on a highway.

Implements of Husbandry (VC §§36000, 36015)

A vehicle used exclusively in the conduct of agricultural operations is an implement of husbandry.

Implements of husbandry include any farm tractor that is used to draw a farm trailer carrying farm produce on a highway, or to draw a trailer or semitrailer carrying other implements of husbandry between farms, or from a farm to a processing or handling point and returning with or without the trailer.

NOTE: An implement of husbandry does **not** include a vehicle designed primarily for transporting persons or property on the highways unless specified in the *Vehicle Code*.

Farm Trailer (VC §§36109, 36010)

A "farm trailer" is either a trailer or semitrailer that is **never** more than 10,000 lbs. gross vehicle weight (GVW*) and is:

- Owned and operated by a farmer in agricultural operations, and used exclusively to transport agricultural products upon the highway to and from the point of first handling

  OR

- Owned, rented, or leased by a farmer in agricultural operations and
  - — equipped with rollers on the bed with a frame **not** more than 10 inches high;
  - — used exclusively to transport fruits and vegetables;
  - — manufactured and in use prior to January 1, 1997.

*GVW is the weight of the trailer and the load.

How to obtain an SE identification plate

To obtain an SE plate and identification card, the following is required:

- Application for Identification Plate (REG 88), which includes the vehicle make, identification number, body type, and certification of the vehicle use;

FFVR 19 (REV. 10/2006)

VC§ 21461. Obedience by Driver to Official Traffic Control Devices
(a) It is unlawful for a driver of a vehicle to fail to obey a sign or signal defined as regulatory in the federal Manual on Uniform Traffic Control Devices, or a Department of Transportation approved supplement to that manual of a regulatory nature erected or maintained to enhance traffic safety and operations or to indicate and carry out the provisions of this code or **a local traffic ordinance or resolution adopted pursuant to a local traffic ordinance, or to fail to obey a device erected or maintained by lawful authority of a public body or official.**
(b) Subdivision (a) does not apply to acts constituting violations under Chapter 9 (commencing with Section 22500) of this division or to acts constituting violations of a local traffic ordinance adopted pursuant to Chapter 9 (commencing with Section 22500).
(Amended by Stats. 2004, Ch. 203, Sec. 1. Effective January 1, 2005.)

(Amended by Stats. 1981, Ch. 775, Sec. 2.)

V-100-4.04 Obedience to Traffic Control Devices

The driver of any vehicle shall obey the instructions of any official traffic control device applicable thereto placed in accordance with this Chapter of this City unless otherwise directed by a police officer subject to the exceptions granted the driver of an authorized emergency vehicle when responding to emergency calls.

V-100-12.07 Vehicles Exceeding Maximum Gross Weight of 4 Tons Prohibited From Using Certain Streets

12.07-1 Whenever any ordinance of this City designates and describes any street or portions thereof as a street the use of which is prohibited by any vehicle exceeding a maximum gross weight limit of 4 tons, the Chief Police Officer shall erect and maintain appropriate signs as necessary to adequately provide notice of the prohibition.

12.07-2 Those streets and parts of streets designated in Subsection V-100-15.12 hereof are hereby declared to be streets the use of which is prohibited by any vehicles exceeding a maximum gross weight limit of 4 tons.

12.07-3 The provisions of this Section shall not apply to any commercial vehicle having ingress and egress by direct route to and from said restricted streets when necessary for the purpose of making pickups or deliveries of goods, wares and merchandise from or to any building or structure located on such restricted streets or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling or construction of any building or structure upon such restricted streets for which a building permit has previously been obtained therefor.

12.07-4 The provisions of this Section shall not apply to (i) passenger buses under the jurisdiction of the Public Utility Commission or to (ii) any vehicle owned by a public utility while necessarily in use in the construction, installation or repair of any public utility or (iii) any vehicle owned or operated by a City Department while necessarily in use for construction or repair work or any vehicle owned by the United States while in use for the collection, transportation or delivery of United States mail.

12.07-5 The provisions of this Section shall not apply to the bridge at Old Alviso-Milpitas Road over Coyote Creek just north of Highway 237 which lies partly in the County of Santa Clara and partly within the City of Milpitas, which shall have a maximum limit of 10 tons.

"The provisions of this Section shall not apply to non-commercial recreational vehicles or trailers, including boat and utility trailers, having ingress and egress by direct route to and from said restricted streets when necessary for the purpose of parking, loading, or unloading said recreational vehicle or trailer on said restricted street."

(Ord. 43.195(2), 12/7/99; Ord. 43.159 (B), 6/5/90: Ord. 43.64 (part), 12/2/69: Ord. 43 (part), 6/7/55)

VC§ 565. Special Construction Equipment

"Special construction equipment" is:

(a) Any vehicle used primarily off the highways for construction purposes and which moves only occasionally over the highways and which because of the length, height, width, or unladen weight may not move over the public highways unladen without the permit specified in Section 35780.

(b) Any vehicle which is designed and used primarily either for grading of highways, paving of highways, earth moving, and other construction work on highways, or for construction or maintenance work on railroad rights-of-way, and which is not designed or used primarily for the transportation of persons or property and which is only incidentally operated or moved over the highway. It includes, but is not limited to, road and railroad construction and maintenance machinery so designed and used such as portable air compressors, air drills, asphalt spreaders, bituminous mixers, bucket loaders, tracktype tractors, crawler tractors, ditchers, leveling graders, finishing machines, motor graders, paving mixers, road rollers, scarifiers, earth moving scrapers and carryalls, lighting plants, welders, pumps, water wagons, power shovels and draglines, speed swings, skip loaders, weed mowers, self-propelled and tractor-drawn earth moving equipment and machinery, including dump trucks and tractor-dump trailer combinations which either (1) are in excess of 96 inches in width or (2) which, because of their length, height or unladen weight, may not be moved on a public highway without the permit specified in Section 35780 of this code and which are not operated laden except within the boundaries of the job construction site, and other similar types of construction equipment.

(Amended by Stats. 1969, Ch. 90.)

VC§ 591. Street or Highway

A "street" or "highway" shall not include those portions of a way or place in or upon which construction, alteration, or repair work is being performed insofar as the equipment performing such work and its operation are concerned. Where the work consists of a street or highway project, the limits of the project as shown or described in the plans or specifications of the awarding body shall be so excluded with reference to the equipment actually engaged in performing the work. The authority having jurisdiction over such way or place may include any or all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 in any permit issued for work on such way or place and the awarding body on any such street or highway project may include such requirements in the specifications for such project. It is the intention of the Legislature, in enacting this section, that this section shall not be construed to relieve any person from the duty of exercising due care.

(Added by Stats. 1959, Ch. 659.)

VC§ 24615. Slow-Moving Vehicle Emblem

It is unlawful to operate upon a public highway any vehicle or combination of vehicles, which is designed to be and is operated at a speed of 25 miles per hour or less, unless the rearmost vehicle displays a "slow-moving vehicle emblem," except upon vehicles used by a utility, whether publicly or privately owned, for the construction, maintenance, or repair of its own facilities or upon vehicles used by highway authorities or bridge or highway districts in highway maintenance, inspection, survey, or construction work, while such vehicle is engaged in work at the jobsite upon a highway. Any other vehicle or combination of vehicles, when operated at a

speed of 25 miles per hour or less, may display such emblem. The emblem shall be mounted on the rear of the vehicle, base down, and at a height of not less than three nor more than five feet from ground to base. Such emblem shall consist of a truncated equilateral triangle having a minimum height of 14 inches with a red reflective border not less than 1 3/4 inches in width and a fluorescent orange center.

This emblem shall not be displayed except as permitted or required by this section.

(Amended by Stats. 1971, Ch. 287.)

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

Date
Contractor
Address
Subject: Project #, name

NOTICE OF INTENT TO AWARD

Dear Mr. _____:

The Milpitas City Council, at its meeting of _____, is scheduled to award the subject project to your company. Enclosed are the following documents, which require the signature of representatives of your company:

1 Contract 2 copies
2. Faithful Performance Bond 2 copies
3. Payment Bond 2 copies
4. Data Sheet: Regarding Bonding Co. 1 copy
5. Certificate of Insurance 1 copy
6. Data Sheet: Regarding Insurance Co. 1 copy
7. Certificate of Worker's Compensation Insurance 1 copy
8. Contractor's Certificate Relating To Worker's Compensation Insurance 1 copy
9. Data Sheet: Regarding Worker's Compensation Insurance Co. 1 copy
10. City Business License1 copy
11. Taxpayer Identification Number and Certification 1 copy
12. Apprenticeship Standards 1 copy
13. Urban Runoff Prevention, BMP, SWPPP Acknowledgement 1 copy

Please refer to the project specifications regarding the time limit for execution of the contract with the City. Your attention is also directed to Specification Special Conditions and elsewhere within the Contract Documents regarding the start of the first chargeable day, and other items to be completed by the contractor prior to receiving a notice-to-proceed.

Please return the signed construction contract, bonding and insurance documents to my attention by _____ (to facilitate a timely completion). In addition, please submit a construction schedule, SWPPP, traffic control plan including staging and haul route, concrete mix design, R-bar, notices, site video, Contractor Safety Plan, Contractor's Caltrans permit, and other (refer to the Special Conditions for additional items) for review by _____. Please contact me at (408) 586-____ to schedule a pre-construction conference. Your attention is directed to Specification Special Conditions which requires the attendance of the Contractor's Representative and Job Superintendent at the pre-construction conference. Please be advised that no work may proceed until the contract documents have been fully executed and your copy of the notice to proceed is issued to you.

Sincerely,

_____
Project Engineer
Enclosure

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

Date

Contractor

Subject: Project #, name

Notice of Award

Dear _____ ____:

The Milpitas City Council, at its meeting of _____, has awarded the subject project to your company. The contract document forms (including the bonds, insurances, business license, and other related documents) had been previously sent to you via the notice of intent to award. Please refer to the project specifications regarding the time limit for execution of the contract with the City. Your attention is also directed to Specification Special Conditions and elsewhere within the Contract Documents regarding the start of the first chargeable day, and other items to be completed by the contractor prior to receiving a notice-to-proceed.

Please return the signed construction contract, bonding and insurance documents to my attention by _____ (to facilitate a timely completion). In addition, please submit a construction schedule, SWPPP, traffic control plan including staging and haul route, concrete mix design, R-bar, notices, site video, Contractor Safety Plan, Contractor's Caltrans permit, and other (refer to the Special Conditions for additional items) for review by _____. Please contact me at (408) 586-3___ to schedule a pre-construction conference. Your attention is directed to the Special Conditions, which requires the attendance of the Contractor's Representative and Job Superintendent at the pre-construction conference. Please be advised that no work may proceed until the contract documents have been fully executed and your copy of the notice to proceed is issued to you.

Sincerely,

_____
Project Engineer

City of Milpitas

455 East Calaveras Boulevard, Milpitas, California 95035-5479
Purchasing Division: 408-586-3161
www.milpitas.gov

NOTICE TO PROCEED

[INSERT DATE]

[INSERT CONTRACTOR/CONSULTANT NAME]
[INSERT ADDRESS]

RE: City of Milpitas – [INSERT PROJECT NAME] – [INSERT PROJECT NUMBER]

Pursuant to the terms of the agreement between [INSERT CONTRACTOR/CONSULTANT NAME] and the City dated [INSERT DATE], you are hereby notified to commence work on _____, 20__. The period for performance of the above-captioned project will commence to run on _____, 20__. The time for performance set forth in the agreement is [**INSERT EITHER** "[INSERT NUMBER OF DAYS] ([INSERT NUMERICAL DAYS]) consecutive calendar days from the commencement date above" **OR** "by no later than [INSERT COMPLETION DATE]"].

You are required to return an acknowledged copy of this Notice to Proceed to the City.

Sincerely,

_____
[INSERT NAME AND TITLE]
City of Milpitas

Received and Accepted:

[INSERT CONTRACTOR/CONSULTANT NAME]

By:_____

Print Name:_____

Title:_____

SUBMITTAL COVER SHEET

SUBMITTAL NO. :_____ DATE SUBMITTED:

PROJECT:_____ PROJECT #: _____

FROM: GENERAL CONTRACTOR

_____

_____

_____

Phone #:_____

TO: CITY OF MILPITAS
ENGINEERING DIVISION
455 E. CALAVERAS BLVD.
MILPITAS, CA 95035
Attn._____

Item Required	Specification Section/Plan Sheet	Submittal Description	Check If Substitution or Exception	Comment / Date
1	_____	_____	☐	_____
2	_____	_____	☐	_____
3	_____	_____	☐	_____
4	_____	_____	☐	_____

I certify that this submittal is in conformance with the requirements of the Contract Documents and is not in conflict with other submittals. Any proposed submittal substitution or exception is fully indicated within the submittal, and the proposed substitution or exception is in compliance with the Contract Documents.

_____
General Contractors Signature

DESIGN CONSULTANT RESPONSE: Date Received:

_____

_____

_____

_____

Reviewer:_____ Date Transmitted to City: _____

CITY RESPONSE: Date Received:_____

☐ NO EXCEPTIONS NOTED – The City does not find any exceptions to the submittal, relying solely upon information provided in the submittal including the contractor's certification, and subject to its compatibility with future submittals and additional partial submittals for portions of the work not covered in this submittal. Does not constitute acceptance or deletion of specified or required items not shown in a partial submittal.

☐ MAKE CORRECTIONS NOTED – The same as above, except that minor corrections as noted by the Engineer shall be made by the Contractor. No resubmittal is required.

☐ REVISE AND RESUBMIT – Rejected due to noncompliance with the requirements of the project plans and Specifications because of major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the Engineer.

☐ SUBMIT SPECIFIED ITEM – Submittal is rejected because the submitted material does not conform to the requirements of the project plans and specifications in major respects. This material is not to be resubmitted, and it is expected that the material specified in the project plans and specifications be submitted.

City Reviewer:_____ Date:_____

REQUEST FOR INFORMATION

RFI #: _____ DATE CREATED: _____

PROJECT:_____ PROJECT #: _____

FROM: GENERAL CONTRACTOR

_____
_____
_____

Phone #:_____

TO: CITY OF MILPITAS
ENGINEERING DIVISION
455 E. CALAVERAS BLVD.
MILPITAS, CA 95035

ATTN.: _____

Subject:_____

INFORMATION REQUESTED: **Date Required:** _____

Specification/Plan Sheet Reference: _____

_____

_____

_____

I certify that this is not a frivolous Request For Information and that I have completely reviewed all project Contract Documents and to the best of my professional judgment have determined that the information requested is not obvious or found.

_____
General Contractor Signature

DESIGN CONSULTANT RESPONSE: **Date RFI Received:** _____

_____

_____

_____

_____

Response by_____ Date Answered_____

CITY RESPONSE: **Date RFI Received:**_____

_____

_____

_____

Response by_____ Date Answered:_____

NOTICE OF NON-COMPLIANCE

Date & Time Issued:_____

To: _____

_____

_____

Project:_____ Project Number: _____

In accordance with General Conditions of the Project Specifications, you are hereby notified that the following work is defective and does not comply with the requirements of the Project Contract Documents: _____

_____

_____

_____

_____

_____

_____

Work found to be defective or not in compliance with the Contract Documents shall not be paid for by the City, and it shall be the Contractor's responsibility to remove and replace the defective Work at no additional cost to the City. The Contractor shall determine what corrective action is necessary to bring the Work into compliance, and shall notify the Engineer prior to starting corrective action.

City Project Manager:_____

City Inspector: _____

Notice of Non-Compliance was received by: _____/_____/_____

FIELD MEMORANDUM

Date: _____ Page 1 of ___

To: _____

From: _____

Project: _____

Subject: _____

_____

_____

_____

_____

_____

_____

_____

Disclaimer:
All work shall be done in accordance with the Contract Documents. The written direction above provides clarification only. The Contractor acknowledges that any additional cost shall be authorized in advance in a fully executed Contract Change Order.

_____
Signature

CC: _____
_____

Project Punchlist

Project:_____
Contractor:_____
Punchlist Acknowledged:_____

Project Eng.:_____ Inspector:_____ Date:_____

Item	Date Item Entered	Description	Item Completed	
			Date	Initial
Part A	**Standing Items**			
1		The contractor shall submit a full set of As-built /Record Drawings showing the work performed and pothole information. Include contractor's signature, contractor's name, state license # and phone # of general contractor name and subcontractors-paving, striping, loops on the title sheet.		
2		Submit written warranties in accordance with the Specifications: Warranty bonds from surety and contractor's letterhead for warranty per appendix sample-page 151. **If not applicable check here.** ☐		
3		Operation/Maintenance Manuals have been received in full numbers specified. **If not applicable check here.** ☐		
4		Deliverables (i.e. special tools or spare parts) have been received as specified. **If not applicable check here.** ☐		
5		Training has been performed as specified. **If not applicable check here.** ☐		
6		Verify that all Building Permits have been signed off. **If not applicable check here.** ☐		
7		Verify Certificate of Monumentation has been received. **If not applicable check here.** ☐		
8		Ordinance 238 (Landscape/Sprinkler has been completed). **If not applicable check here.** ☐		
9		Verify that Planning Department Conditions have been met. **If not applicable check here.** ☐		
10		Compliance with Special Conditions **If not applicable check here.** ☐		
11		Compliance with Reclaimed Water Requirements **If not applicable check here.** ☐		

Item	Date Item Entered	Description	Item Completed	
			Date	Initial
12		Submit lien releases from all subcontractors and suppliers.		
13		Submit complete certified payroll.		
Part B	**Project Specific Items**			
14		Construction Water Meter(s) returned.		

ESCROW AGREEMENT

SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into effective (date) _____by and between City of Milpitas whose address is 455 E Calaveras Blvd. Milpitas, CA 95035-5479 hereinafter called "Owner," whose address is hereinafter called "Contractor" and whose address is hereinafter called "Escrow Agent." For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of Owner and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization

from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant in Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:	On behalf of Contractor:
City Manager Title	Title
Name	Name
Signature	Signature
Address	Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner	Contractor
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature

COST PROPOSAL FORM (See General Conditions, Contract Change Orders)

Date: _____ Project Number

_____

In Response To _____ (RFP #, etc.)

To: City of Milpitas
455 East Calaveras Boulevard
Milpitas, CA 95035

Brief description of change(s): _____

_____

_____

ITEM DESCRIPTION	PRIME CONTR.	SUB 1	SUB 2	SUB 3	TOTAL
Material					
Direct Labor Cost					
Equipment					
Other (Specify) Extended Overhead					
Total Cost					
Subcontractor's Overhead and Profit (15% max)					
Contractor's Overhead and Profit on Labor & Materials (15% max)					
Contractor's Overhead and Profit on Equipment (10% max)					
Mark-Up for Subcontractor's work (5% max)					
Bonds					
(% of total cost above not including any O/P)					
GRAND TOTAL					
REQUESTED CHANGE IN CONTRACT TIME (DAYS)					

By: _____ (Firm Name)

Signature: _____ Date: _____

Title: _____

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 93035

CHANGE ORDER FORM

CONTRACT CHANGE ORDER NO. __

Date: [INSERT]

To: [CONTRACTOR NAME]

[ADDRESS]

[ADDRESS]

Attn: [CONTRACTOR REP]

Project: [INSERT]

This Change Order covers changes to the contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for the amount agreed upon between the Contractor and City of Milpitas and set forth herein.

Item No.	Description of Changes	Increase/ (Decrease) in Contract Amount	Contract Time Extension, Days
1			
2			
	Totals	**$**	

Original Contract Amount:	$XX.00
Change by Previous Change Order(s):	$XX.00
Contract Price Prior to this Change Order:	$XX.00
Current Change Order Amount:	$XX.00
Revised Contract Amount including this Change Order:	$XX.00

The Contract Price and Contract Time shall be adjusted as set forth above. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the City.

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Accepted:

	(Signature) Contractor's Authorized Representative	Date
Recommended:		
	(Signature) [**INSERT NAME, TITLE**]	Date
Approved:		
	(Signature) [**INSERT NAME, TITLE**]	Date

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the City of Milpitas.

Contract Change Order #

WEEKLY STATEMENT OF DAYS CHARGED TO CONTRACT

City of Milpitas
Engineering Division
Date:_____

Project:_____Project No. _____

Weekly Statement No. :_____

Notice of Project Award Issued:_____, Notice To Proceed Issued: _____

The following statement shows the number of _____ days charged to the contract
(Calendar or Working)

for the week ending: _____.

1. First chargeable day of the Contract: _____

2. Number of Days in the Contract: _____

3. Contractual completion date: _____
(= #1 + #2)

4. Days added by Contract Change Order: _____

5. Days not charged to Contract (note reason below): _____

6. Revised completion date based on #4 and/or #5: _____
(= #3 + #4 + #5)

Total number of Days charged to the Contract as of this Statement:_____

Total number of Days remaining as of this Statement: _____

Notes:
_____
_____
_____
_____

_____ _____
City Project Manager City Inspector

Refer to Special Conditions of the Contract Documents. The Contractor has fifteen (15) days to submit written protest of this Statement to the Engineer; otherwise, this Statement shall be deemed to have been accepted by the Contractor.

Accepted By: _____
Contractors Signature

SAMPLE PROGRESS PAYMENT FORM

CITY OF MILPITAS | PROJECT NAME, NUMBER | PROGRESS PAYMENT Page 1 of 1

Date:

#	Description	Bid Quantity	Units	Unit Price	Bid Amount	Previous Quantity	Previous Amount	Remaining Quantity	Remaining Amount	Current Quantity	Current Amount	Diff.	Payable Amount	Note
Bid Items														
1		0		$ -	$ -		$ -	0%	$ -	0%	$ -	0%	$ -	
2		0		$ -	$ -		$ -	-	$ -	-	$ -	-	$ -	
3		0		$ -	$ -		$ -	-	$ -	-	$ -	-	$ -	
4		0		$ -	$ -		$ -	-	$ -	-	$ -	-	$ -	
5								-	$ -		$ -			
6								-	$ -		$ -			
7								-	$ -		$ -			
8								-	$ -		$ -			
9								-	$ -		$ -			
10								-	$ -		$ -			
	Subtotals				$ -		$ -		$ -		$ -		$ -	
Contract Change Order Items														
	CCO #1	0		$ -			$ -	0%	$ -	0%	$ -	0%	$ -	
	CCO #2	0		$ -			$ -	-	$ -	-	$ -	-	$ -	
	CCO #3	0		$ -			$ -	-	$ -	0	$ -	-	$ -	
	CCO #4													
	Subtotals						$ -				$ -		$ -	
	TOTALS						$ -				$ -		$ -	
	Retention	10%					$ -				$ -		$ -	
	TOTALS						$ -				$ -		$ -	
												Check	$ -	
												PAYMENT TOTAL		

Recommended by _____ Inspector

Approved by _____ Project Manager

Approved for Payment _____ CIP Manager or City Engineer

Contract Time as Bid	Working or Calendar Days
CCO Time #2	Working or Calendar Days
Total Contract Time	0 Working or Calendar Days
Contract End Date	Date Estimated or Actual

Refer to the Special Conditions regarding requirements for requesting Progress Payments.

Contractor's Letter Head

GUARANTY / WARRANTY

TO: CITY OF MILPITAS, for the (project name), Project (#), in Milpitas, CA.

The undersigned guarantees all construction performed on this project and also guarantees all material and equipment incorporated therein Contractor hereby grants to Owner for a period of one (1) year following the date of acceptance of the Work by the City of Milpitas or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of work not done in accordance with this Guaranty or relieve Contractor of liability with respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting there from which shall appear within one (1) year, or longer if specified, from the date of acceptance as described above.

Should any of the materials or equipment prove defective or should the Work as a whole prove defective, due to faulty workmanship, material furnished or methods or installation, or should the Work or any part thereof fail to operate properly as originally intended and in accordance with the Contract Documents due to any of the above causes within one (1) year after date of acceptance, or such longer period specified in the Contract Documents, Contractor shall: (1) reimburse Owner, upon demand, for its expenses incurred in restoring said Work to the condition contemplated in the Contract Documents, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or (2) upon demand by Owner, replace any such material and to immediately repair said Work completely without cost to Owner so that said Work will function successfully as originally contemplated.

Inspection of the work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by Contractor. In the event Owner elects to have said work performed by Contractor, Contractor shall make such repairs within a reasonable period of time after the receipt of demand from Owner; provided, however, that in no event shall such period exceed twenty-five (25) days.

All definition of terms used in this Agreement shall have the meanings set forth in the Project Specifications, Special Conditions, Definitions of Words and Terms.

The foregoing Guaranty is in addition to any other warranties by Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and by law with respect to Contractor's duties, obligations, and

performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or by law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

CONTRACTOR:

_____

Corporate Seal:
Name of Firm

_____

Signature Date

_____

Title

_____

Signature Date

_____

Title

CONSTRUCTION CHANGE DIRECTIVE NO: ___

City of Milpitas
Engineering Division

Project Name Project No: _____ PAGE 1 of

TO:_____

FROM:_____ DATE: _____

SUBJECT/ITEM:
_____

DESCRIPTION:

References:

Attachments:

CONSTRUCTION CHANGE DIRECTIVE INSTRUCTIONS:

☐ The Contractor is directed to proceed with the above-described work without change in contract price.

☐ The Contractor is directed to proceed with the above-described work and submit within the next 14 calendar days an itemized lump sum price and requested time extension, if any, to facilitate the review and settlement of this CCD in accordance with the Contract Documents. The cost of the work covered by this directive shall not exceed $. In the event that the cost of this work is anticipated to exceed the amount above, the Contractor will notify the City/Agency in writing and obtain additional authorization before proceeding.

☐ The Contractor is directed to proceed with the above-described work on a time and material basis with a Not-To-Exceed Amount of $0. Itemized time and material documentation shall be provided on a daily basis in accordance with the Contract Documents.

☐ The Contractor shall be paid at bid item prices for the work performed.

☐ The Contractor is directed to provide pricing for the above-described work within the next 7 calendar days. The Contractor shall not proceed with the work until authorized by written Contract Change Order.

AUTHORIZED BY: ACKNOWLEGEMENT OF RECEIPT:

City of Milpitas _____ _____
OWNER CONTRACTOR:

_____ _____
BY: BY:

_____ _____
SIGNED DATED SIGNED DATED

CONSTRUCTION RECYCLED WATER APPLICATION

RECYCLED WATER ACCESS POINT PROGRAM USER AGREEMENT

PRODUCER: San Jose/Santa Clara Regional Wastewater Facility - 700 Los Esteros Road, San Jose CA 95134

REGULATORY AGENCY: South Bay Water Recycling - 3025 Tuers Road San Jose, CA 95121 - 408.277.3671

EFFECTIVE DATES OF PERMIT: _____ TO _____ License #: SJ-_____

USER INFO

TRAINEE NAME: _____ CSLB CONTRACTOR LICENSE #: _____

COMPANY NAME: _____ TRUCK/TRAILER LICENSE #: _____

COMPANY ADDRESS: _____ ATTACH YOUR ACORD INSURANCE FORM TO THIS AGREEMENT

COMPANY PHONE #: _____ PLEASE GIVE THIS AGREEMENT TO YOUR OFFICE MANAGER

A USER AGREEMENT MUST BE COMPLETED FOR EACH VEHICLE OPERATOR AND MUST BE RETAINED DURING ACQUISITION AND APPLICATION OF RECYCLED WATER. USERS AND USERS' COMPANIES SHALL ADHERE TO THE ATTACHED SBWR TERMS OF USE. USER AGREEMENT IS SUBJECT TO RWQCB ORDER 95-117.

RECYCLED WATER USE INFORMATION (CHECK ALL THAT APPLY)

METHOD OF WATER DISTRIBUTION: ☐ RECYCLED WATER ACCESS POINT ☐ TEMPORARY SITE METER OTHER:_____

APPLICATION METHOD: ☐ TANKER TRUCK SPRAY ☐ HOSE OTHER:_____

USE OF RECYCLED WATER*: ☐ CONSTRUCTION (COMPACTION/DUST CONTROL) ☐ STREET SWEEPING ☐ SEWER CLEAN OUT

OTHER*: _____

* REFER TO THE FULL TEXT OF THE LATEST VERSION OF TITLE-22: CALIFORNIA WATER RECYCLING CRITERIA, ARTICLE 3. USES OF RECYCLED WATER, JUNE 18, 2014.

SIGNS REQUIRED: ☐ TANKER TRUCK ☐ CONTAINER ☐ OVERHEAD TANK ☐ PROJECT SITE OTHER: _____

LOCATION WHERE RECYCLED WATER WILL BE APPLIED:

ADDRESS: _____ SITE SUPERINTENDENT: _____

CERTIFICATION

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED IN THIS APPLICATION AND ALL ATTACHMENTS ARE TRUE, ACCURATE, AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I ALSO CERTIFY THAT I HAVE READ AND AGREE TO ABIDE BY THE SBWR TERMS OF USE AND ALL APPLICABLE RULES AND REGULATIONS OF THE RWQCB ORDER NO. 95-117 AND HAVE SUCCESSFULLY COMPLETED INSPECTION BY THE LOCAL RETAILER.

_____ _____ _____ _____

TRUCK CONTRACTOR/DRIVER/EMPLOYEE SIGNATURE | PRINTED NAME | TITLE | DATE

_____ _____ _____ _____

** SUPERINTENDENT OR FOREMAN SIGNATURE | PRINTED NAME | TITLE | DATE

LYLE FROHMAN

_____ _____ _____

SBWR SIGNATURE | PRINTED NAME | DATE

Revised 10/7/16 Page 1 of 2

RECYCLED WATER ACCESS POINT PROGRAM

TERMS OF USE

CHECK	THIS USER AGREEMENT LIMITS THE USE OF RECYCLED WATER TO THE FOLLOWING CONDITIONS:
☐	1. **RECYCLED WATER IS FOR NONPOTABLE USES ONLY - NO DRINKING!** Recycled water may not be exposed to food, used within designated eating areas or used within 50 feet of any domestic well, drinking fountain or potable water supply.
☐	2. There shall be **no cross-connection** between recycled water and any potable water supply. Recycled water may **not be plumbed into potable** irrigation or onsite plumbing systems. Recycled water meters are prohibited from connecting to potable hydrants. **Match purple to purple only**
☐	3. Recycled water may not be discharged into storm drains or outside the designated use area that was approved by the water retailer and/or SBWR. Overspray, pooling and runoff of recycled water is not permitted. **Cover this in your Safety meetings.**
☐	4. **Tanker trucks must maintain an air gap** of at least twice the diameter of the fill pipe (i.e. water overflows the tank before reaching the fill pipe). Tanker trucks must have **water-tight connections**, piping and hoses to ensure no leakage will occur during fill-up or use. They must be fully drained before transport and prior to every connection.
☐	5. Recycled water tanker trucks may not transport potable water for potable uses.
☐	6. All tanker trucks accessing and hauling recycled water must satisfy local and state safety requirements. Active auto/truck/trailer and general liability insurance (i.e. an ACORD form) is required.
☐	7. Recycled water meters may be inspected by the retailer for appropriate use at any time. The volume of recycled water used must be reported as specified by the recycled water retailer.
	SPECIAL APPROVAL, TRAINING AND SITE INSPECTION REQUIRED
☐	8. If recycled water is transferred to other storage containers/reservoirs, they must be labeled with signage equivalent to tanker truck signage and must follow the safety guidelines in this User Agreement.
☐	9. Recycled water may be used for pressure washing and washing equipment and vehicles if the recycled water is not heated and where the general public is excluded from the washing process.
☐	10. Recycled Water may not be used for directional drilling without prior approval from SBWR.
	ADVISORY SIGNS
☐	**Tanker Truck Sign:** Tanker trucks hauling recycled water must have an SBWR approved adhesive sign issued by retailer at least six inches by twelve inches on the tank, in a location clearly visible to users and workers, with the following wording in one inch, or larger, letters on a purple background.
☐	**Tanker Truck Inspection Decal:** Tanker trucks hauling recycled water must have an SBWR approved adhesive decal issued by retailer at least three inches by six inches signifying that the tanker truck has passed inspection and met all SBWR requirements.
☐	**Appurtenance Sign:** Appurtenances serving recycled water must have an SBWR approved adhesive or bolted sign issued by the retailer at least six inches by eight inches, in a location clearly visible to users and workers, with the following wording in one inch, or larger, letters on a purple background.

PLEASE WASH YOUR HANDS AFTER USING RECYCLED WATER

Revised 10/7/16

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CITY OF MILPITAS
August 2014
AVAILABLE SITES FOR CONSTRUCTION PURPOSES
USING RECYCLED WATER SOURCE
LEGEND
RECYCLED WATER
FILL STATION
A- 2 Fill Stations :
Across from 900
McCarthy Blvd
B. 1 Fill Station :
Near East Curtis
Park
C. 2 Fill Stations :
Along Gibraltar Dr
City of Milpitas – (408) 586-2600

Caltrans 2018 Standard Specification	Material	Additional Info and/or attachments req'd *

Materials Requiring a Certificate of Compliance

6-1.04 BUY AMERICA		
6-1.04B	crumb rubber	COC
6-1.04C	steel and iron materials	COC + cert. mill test reports
11-2 WELDING QUALITY CONTROL		
11-2.03D	welding	COC
12-3 TEMP. TRAFFIC CONTROL DEVICES		
12-3.03A(3)	plastic traffic drums	COC
12-3.20A(3)	type K temporary railing	COC
12-3.23A(3)	attenuator	COC
12-3.32A(3)	portable CMS	COC
13-2 WATER POLLUTION CONTROL PROGRAM **13-9 TEMP. CONCRETE WASHOUTS**		
13-9.01C	fabric bags for gravel-filled bags	COC
	plastic Liner	COC
13-10 TEMP. LINEAR SEDIMENT BARRIERS		
13-10.01C	fiber rolls	COC
	silt fence fabrics	COC
	sediment filter bags	COC
	foam barriers	COC
	fabric for gravel-filled bags	COC
16-2.03 TEMP. HIGH-VISIBILITY FENCES		
16-2.03A(3)	high-visibility fabric	COC
18 DUST PALLIATIVES		
18-1.01C	dust suppressant	COC
	dust control binders	COC
	fibers	COC
20 LANDSCAPE **20-2 IRRIGATION**		
20-2.08A(3)	polyethylene pipe	COC
	plastic pipe supply line	COC
20-3 PLANTING		
20-3.01A(3)(c)	sod	COC
	soil amendment	COC
20-5 LANDSCAPE ELEMENTS		
20-5.03A(1)(c)	filter fabric	COC + product data
20-5.03D(1)(c)	solidifying emulsion	COC + product data & samples
20-5.04A(3)	wood mulch	COC + sample & authorization
21-2 EROSION CONTROL WORK		
	straw	COC

For those material requiring additional information on or with the COC, see specification.

Caltrans 2018 Standard Specification	Material	Additional Info and/or attachments req'd *
21-2.01C(1)	weed-free straw	COC + cert. of quarantine
	fiber	COC
	RECP	COC
	fasteners	COC
	hydraulically applied erosion control materials	Submit records
21-2.01C(2)	compost	Submit reports
21-2.01C(3)	seed	Submit reports
21-2.01C(4)	tackifier	COC
	bonded fiber matrix	COC
24 STABILIZED SOILS		
24-1.01C(1)	stabilizing agent	COC + sample
24-3 CEMENT STABILIZED SOIL		
24-3.01C	cement	COC + sample
36-2 BASE BOND BREAKER		
36-2.01C	base bond breaker	COC
37 BITUMINOUS SEALS		
37-1.01C	asphalt binder	COC + test results
	asphalt emulsion	COC + test results
37-3 SLURRY SEALS AND MICRO-SURFACINGS		
37-3.01A(3)	asphaltic emulsion	COC + samples & test rsults
	polymer modified asphaltic emul.	COC + samples & test rsults
	micro-surfacing emul.	COC + samples & test rsults
37-2.04 ASPHALT RUBBER BINDER CHIP SEALS		
37-2.04A(3	asphalt rubber binder ingredients	COC + permits & submittals
37-5 PARKING AREA SEALS		
37-5.01C	parking area seal material.	COC + sample & test results
37-6 CRACK TREATMENTS		
37-6.01C	crack treatment material	COC or sample & test results
39-2 HOT MIX ASPHALT		
39-2.01A(3)(f)	liquid antistrip	COC + sample & production data
39-2.03A(3)(c)	crumb rubber modifier	COC + test results
	asphalt modifier	COC + test results
39-2.05A(1)(c)	asphaltic emulsion	COC + test results
40 CONCRETE PAVEMENT		
40-1.01C(2)	tie bars	COC
	splice couplers for threaded bars	COC
	dowel bars	COC
	tie bar baskets	COC
	joint filler	COC
	epoxy-powder coating	COC
41 EXISTING CONCRETE PAVEMENT		

For those material requiring additional information on or with the COC, see specification.

Caltrans 2018 Standard Specification	Material	Additional Info and/or attachments req'd *
41-5 JOINT SEALS		
41-5.01C	liquid joint sealant	COC + SDS & instructions
	backer rods	COC + SDS & instructions
	compression joint seal	COC + SDS & instructions
	lubricant adhesives	COC + SDS & instructions
41-10 DRILL AND BOND BARS		
41-10.01C	tie bars	COC
	dowel bars	COC
	dowel bars lubricant	COC
	chemical adhesive	COC
	epoxy powder coating	COC
48-2 FALSEWORK		
48-2.01C(1)	structural composite lumber	COC + submittals
49-2 DRIVEN PILING		
49-2.02A(3)(d)	steel pipe piles	COC + tests & mill reports
49-2.03A(3)	structural shape steel piling	COC + test reports
51 CONCRETE STRUCTURES		
51-1.01C(3)	bonding materials	COC or sample & authorization
51-2 JOINTS		
51-2.01A(3	polyethylene material for snowplow deflectors	COC
51-2.02B(1)(c)	sealant	COC + test reports & samples
51-2.02C(1)(c)	elastomeric joint seal	COC + test reports
	lubricant-adhesive	COC + test reports
51-2.02D(1)(c)	joint seal materials	COC + authorization
51-2.02E(1)(c)(iii)	joint seal assembly materials	COC
51-2.02F(1)(c)(iv)	material used in the joint seals	COC + test reports
51-2.04A(3)	waterstop material	COC + a statement
51-3 BEARINGS		
51-3.02A(3)©	elastomer for bearing pads	COC + test reports
51-4 PRECAST CONCRETE MEMBERS		
51-4.01C(1)	concrete box culvert	COC
52 REINFORCEMENT		
52-1.01C(3)	reinforcement (rebar)	COC + mill test report
52-2 EPOXY-COATED REINFORCEMENT		
52-2.02A(3)(c)	epoxy-coated reinforcement	COC + submittals
	patching material	COC + a statement
52-5.01C(4)	headed bar reinforcement	COC + tests report .
52-6 SPLICING		
52-6.01C(5)	service or butt splice material	COC + submittals
54 WATERPROOFING		
54-3 PREFORMED MEMBRANE WATERPROOFING		

For those material requiring additional information on or with the COC, see specification.

Caltrans 2018 Standard Specification	Material	Additional Info and/or attachments req'd *
54-3.01C	preformed membrane sheet	COC + report
54-5 DECK SEAL		
54-5.01C	preformed membrane sheet	COC + report
57-2 WOOD STRUCTURES		
57-2.01A(3	timber and lumber	COC + report
	glued laminated timbers/decking	COC
57-3 PLASTIC LUMBER STRUCTURES		
57-3.01C(1)	plastic lumber	COC + test report & sample
58-2 MASONRY BLOCK		
58-2.01C(7)	CMUs	COC
	aggregate for grout	COC
	grout	COC
59 STRUCTURAL STEEL COATINGS		
59-1.01C	blast cleaning material	COC + SDS
59-5 THERMAL SPRAY COAT STRUCTURAL STEEL		
59-5.01C(1)	wire feedstock	COC
60-3.04B Polyester Concrete Overlays		
60-3.04B(1)(c)	methacrylate resins	COC + samples & test report
	polyester resins	COC + samples & test report
	aggregates	COC + samples & test report
61-2 CULVERT AND DRAINAGE PIPE JOINTS		
61-2.01C	joint systems	COC + test results & reports
	couplers	COC
64 PLASTIC PIPE		
64-1.01C	plastic pipe	COC + report
65-2 REINFORCED CONCRETE PIPE		
65-2.01C	RCP, direct design method	COC + report
66 CORRUGATED METAL PIPE		
66-1.01C	corrugated steel materials	COC
	corrugated aluminum materials	COC
67-3 METAL LINER PLATE PIPE		
67-3.01C	metal liner plate pipe	COC + mill test & reports
68 SUBSURFACE DRAINS		
68-1.01C	subsurface drain	COC
68-2 UNDERDRAINS		
68-2.01C	pipe	COC
	tubing	COC
	fittings	COC
68-7 GEOCOMPOSITE DRAIN SYSTEMS		
68-7.01C	geocomposite drain	COC + flow capability graph
69 OVERSIDE DRAINS		

For those material requiring additional information on or with the COC, see specification.

Caltrans 2018 Standard Specification	Material	Additional Info and/or attachments req'd *
69-1.01C	steel pipe piles	COC
	aluminum	COC
	plastic	COC
70-6 GRATED LINE DRAINS		
70-6.01C	grated line drains	COC + docu. & inspec report
71-3.09 MACHINE SPIRAL WOUND PVC PIPELINERS		
71-3.09A(1)(c)	reel of PVC strip	COC + report
72-16 GABIONS		
72-16.01C	gabion baskets	COC
	PVC coating	COC + identify
75-3 MISCELLANEOUS BRIDGE METAL		
75-3.01C(1)	anchorage devices	COC
75-3.01C(2) Bridge Deck Drainage System		
75-3.01C(2)	fiberglass pipe and fittings	COC
80-3 CHAIN LINK FENCES		
80-3.01C	protective coating system	COC
	posts and braces	COC + test results
81 MISCELLANEOUS TRAFFIC CONTROL DEVICES **81-2 DELINEATORS**		
81-2.01C	metal target plates	COC
	enamel coating	COC
81-3 PAVEMENT MARKERS		
81-3.01C	pavement markers	COC
82 SIGNS AND MARKERS **82-2 SIGN PANELS**		
82-2.01C	aluminum Sheeting	COC
	retroreflective sheeting	COC
	screened-process colors	COC
	nonreflective, opaque, black film	COC
	protective overlay film	COC
82-5 MARKERS		
82-5.01C	metal target plates	COC
	enamel coating	COC
	retroreflective sheeting	COC
83-3 CONCRETE BARRIERS		
83-3.01C	Type 60K portable concrete barrier	COC or test reports
84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS		
84-2.01C	thermoplastic	COC + autho., SDS & data sheet
	paint	COC + autho., SDS & data sheet
	glass beads	COC + autho., SDS & data sheet
	thermoplastic primer	COC + test results

For those material requiring additional information on or with the COC, see specification.

Caltrans 2018 Standard Specification	Material	Additional Info and/or attachments req'd *
DIVISION X ELECTRICAL WORK		
86-1.01C(6)	signal heads	COC + test data
	visors	COC + test data
87-2 LIGHTING SYSTEMS		
87-2.01C	high mast lighting luminaires	COC + test data
90 CONCRETE		
90-1.01C(3)	cementitious materials	COC + app. signiture
	blended cement	COC + app. signiture
90-1.01C(4)	admixture	COC + authorization
90-1.01C(5)	curing compound	COC + test samples
90-2 MINOR CONCRETE		
90-2.01C	minor concrete	COC + weighmaster cert
90-3 RAPID STRENGTH CONCRETE		
90-3.01C(3)	aggregate	COC + certified weight
	cementitious materials	COC + certified weight
	admixtures	COC + certified weight
90-4 PRECAST CONCRETE		
90-4.01C(2) and 90-4.01D(2)(a)	cementitious material	COC + app. signiture
	precast members (each)	COC + app. signiture
	curing compound	COC + test samples
94 ASPHALTIC EMULSIONS		
94-1.01C	asphaltic emulsion	COC + reports
95 EPOXY		
95-1.01C	epoxy	COC
96 GEOSYNTHETICS		
96-1.01C(1)	geosynthetic	COC + test samples

For those material requiring additional information on or with the COC, see specification.

Exhibit 16-R Sampling and Testing Frequency Table

for projects OFF the SHS

Sample for Local Agency QAPs

Sampling and Testing Frequency Table
for projects OFF the SHS.

HOT MIX ASPHALT (HMA) / ASPHALT CONCRETE (AC)

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Aggregate Gradation (Sieve)	CT 202	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day.	At Plant Per CT 125 (a)
Sand Equivalent	CT 217		
Asphalt Binder Content	CT 382		Loose Mix Behind Paver Per CT 125
In-Place Density and Relative Compaction (Nuclear)	Nuclear (b)	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day. (b)	Random Locations Per CT 375 (c
	CT 375 or ASTM D2950 (c		
Theoretical Maximum Specific Gravity and Density (Rice)	CT 309	1 Per Day During Production/Placement of At Least 300 Tons Per Day	Loose Mix Behind Paver Per CT 125
HMA Moisture Content	CT 226 or CT 370		
Stabilometer Value (d)	CT 366		
Asphalt Binder	Sample per Section 92	Sample 1 min. per day for production over 300 tons per day; See (f) regarding testing.	At Plant Per CT 125
Smoothness	12-foot Straightedge	As necessary to confirm contract compliance.	Final Pavement Surface

(a) Exact tonnage of sample location to be determined by Random Sampling Plans
(b) Compaction determined by Neclear Density Device. Core testing required if compaction fails the neclear test
(c) Correlation between core densities and nuclear device required only if compaction fails the nuclear test
(d) Report the average of 3 tested briquettes from a single split source
(e) Use CT 309 to determine maximum theoretical density in lieu of CT 367 calculated maximum theoretical density
(f) No testing required unless warranted by concern ; sample and store until completion of project

SUBGRADE (DISTURBED BASEMENT SOIL) OR EMBANKMENT

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test per 5000 sq ft under vehicle traveled way and shoulder 1 Min. Test Per 300 linear foot under sidewalk	Random locations as determined by the Engineer in place after compaction.

AGGREGATE BASES AND SUBBASES, IMPORTED BORROW

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement.
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test per 5000 sq ft	Random locations as determined by the Engineer in place after compaction.

STRUCTURE BACKFILL, SELECT BACKFILL

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test Per 2 Vertical Lifts of Placement	Random locations as determined by the Engineer in place after compaction.

PORTLAND CEMENT CONCRETE (PCC) - STRUCTURAL AND SIGNAL/LIGHTING FOUNDATIONS

COARSE AGGREGATE

Quality Characteristic	Test Method		
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Cleanness Value	CT 227		

FINE AGGREGATE

Quality Characteristic	Test Method		
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Sand Equivalent	CT 217		

WET MIX

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Slump/Penetration	CT 533	2 per day	Sample from truck/work site
Cylinders	CT 539/540	1 min. set of 3 per day; If bridge, 1 min. set per separate pour of abutment/pier/deck.	

CITY OF MILPITAS

2024 STREET SEALING PROJECT - PHASE -2, CITY PROJECT NO. 4305

Bid Results from 04/02/2025 Bid Opening @ 2:00pm

Apparent Lowest Bid

BID ITEMS			TOTALS	ENGINEER ESTIMATE		O'GRADY PAVING		VSS INTERNATIONAL	
ITEM NO	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION (5% MAXIMUM)	LS	1	$ 95,130.00	$95,130.00	$ 100,000.00	$ 100,000.00	$ 104,961.53	$ 104,961.53
2	NEIGHBORHOOD NOTIFICATION	LS	1	$ 16,300.00	$16,300.00	$ 155,000.00	$ 155,000.00	$ 22,160.00	$ 22,160.00
3	TRAFFIC CONTROL (10% MAXIMUM)	LS	1	$ 160,800.00	$160,800.00	$ 200,000.00	$ 200,000.00	$ 181,100.00	$ 181,100.00
4	MONUMENT REFERENCING (INCL. PRE-CONSTRUCTION AND POST CONSTRUCTION	LS	1	$ 16,300.00	$16,300.00	$ 68,000.00	$ 68,000.00	$ 98,160.00	$ 98,160.00
5	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	$ 10,000.00	$10,000.00	$ 10,000.00	$ 10,000.00	$ 20,800.00	$ 20,800.00
6	HOT MIX ASPHALT (TYPE A)	TON	523	$ 175.00	$91,525.00	$ 180.00	$ 94,140.00	$ 158.76	$ 83,031.48
7	BASE REPAIR (2" THICK)	SQ FT	20721	$ 5.00	$103,605.00	$ 4.75	$ 98,424.75	$ 4.00	$ 82,884.00
8	ASPHALT CONCRETE GRINDING (2" THICK)	SQ YD	4652	$ 5.00	$23,260.00	$ 6.50	$ 30,238.00	$ 7.29	$ 33,913.08
9	CRACK AND SLURRY SEAL	SQ YD	34443	$ 5.00	$172,215.00	$ 4.70	$ 161,882.10	$ 4.15	$ 142,938.45
10	CAPE SEAL	SQ YD	57181	$ 7.50	$428,857.50	$ 8.50	$ 486,038.50	$ 13.00	$ 743,353.00
11	SIDEWALK REMOVAL AND REPLACEMENT	SF	432	$ 60.00	$25,920.00	$ 22.00	$ 9,504.00	$ 21.60	$ 9,331.20
12	CURB AND GUTTER REPAIR (BEYOND RAMP LIMITS)	LF	33	$ 200.00	$6,600.00	$ 135.00	$ 4,455.00	$ 129.60	$ 4,276.80
13	INSTALL CURB RAMP (PER CALTRANS STANDARD DRAWINGS)	EA	34	$ 9,000.00	$306,000.00	$ 6,400.00	$ 217,600.00	$ 6,804.00	$ 231,336.00
14	DETECTABLE WARNING SURFACE INSTALLATION	EA	1	$ 2,500.00	$2,500.00	$ 1,600.00	$ 1,600.00	$ 1,620.00	$ 1,620.00
15	ADJUST MONUMENT COVER TO GRADE	EA	6	$ 1,000.00	$6,000.00	$ 1,000.00	$ 6,000.00	$ 864.00	$ 5,184.00
16	ADJUST WATER VALVE TO GRADE	EA	7	$ 1,000.00	$7,000.00	$ 1,000.00	$ 7,000.00	$ 864.00	$ 6,048.00
17	ADJUST STORM SEWER MANHOLE TO GRADE	EA	6	$ 1,000.00	$6,000.00	$ 1,500.00	$ 9,000.00	$ 1,080.00	$ 6,480.00
18	ADJUST STORM DRAIN MANHOLE TO GRADE	EA	3	$ 1,000.00	$3,000.00	$ 1,500.00	$ 4,500.00	$ 1,080.00	$ 3,240.00
19	TRAFFIC LINE (DETAIL 9)	LF	5599	$ 2.00	$11,198.00	$ 1.75	$ 9,798.25	$ 1.89	$ 10,582.11
20	TRAFFIC LINE (DETAIL 21)	LF	5244	$ 2.50	$13,110.00	$ 3.50	$ 18,354.00	$ 3.78	$ 19,822.32
21	TRAFFIC LINE (DETAIL 25)	LF	2433	$ 2.50	$6,082.50	$ 1.90	$ 4,622.70	$ 2.05	$ 4,987.65
22	TRAFFIC LINE (DETAIL 27B)	LF	5891	$ 2.50	$14,727.50	$ 1.75	$ 10,309.25	$ 1.89	$ 11,133.99
23	TRAFFIC LINE (DETAIL 29)	LF	19	$ 2.50	$47.50	$ 7.50	$ 142.50	$ 8.10	$ 153.90
24	TRAFFIC LINE (DETAIL 32)	LF	5233	$ 2.50	$13,082.50	$ 6.85	$ 35,846.05	$ 7.40	$ 38,724.20
25	TRAFFIC LINE (DETAIL 37B)	LF	329	$ 2.50	$822.50	$ 2.25	$ 740.25	$ 2.43	$ 799.47
26	TRAFFIC LINE (DETAIL 38)	LF	773	$ 2.50	$1,932.50	$ 2.50	$ 1,932.50	$ 2.70	$ 2,087.10
27	TRAFFIC LINE (DETAIL 38A)	LF	1352	$ 2.50	$3,380.00	$ 2.35	$ 3,177.20	$ 2.54	$ 3,434.08
28	TRAFFIC LINE (DETAIL 39)	LF	12530	$ 2.50	$31,325.00	$ 2.00	$ 25,060.00	$ 2.16	$ 27,064.80
29	TRAFFIC LINE (DETAIL 39A)	LF	1439	$ 2.50	$3,597.50	$ 2.00	$ 2,878.00	$ 2.16	$ 3,108.24
30	TRAFFIC LINE (12" WHITE CROSSWALK LINE)	LF	4158	$ 10.00	$41,580.00	$ 12.00	$ 49,896.00	$ 12.96	$ 53,887.68
31	TRAFFIC LINE (12" YELLOW CROSSWALK LINE)	LF	1684	$ 10.00	$16,840.00	$ 12.00	$ 20,208.00	$ 12.96	$ 21,824.64
32	TRAFFIC LINE (12" WHITE STOP BAR)	LF	1409	$ 10.00	$14,090.00	$ 12.00	$ 16,908.00	$ 12.96	$ 18,260.64
33	TRAFFIC LINE (24" YELLOW CONTINENTAL)	LF	2231	$ 20.00	$44,620.00	$ 24.00	$ 53,544.00	$ 25.92	$ 57,827.52
34	TRAFFIC LINE (24" WHITE CONTINENTAL)	LF	1689	$ 20.00	$33,780.00	$ 24.00	$ 40,536.00	$ 25.92	$ 43,778.88
35	TRAFFIC LINE (12" WHITE DIAGONALS)	LF	43	$ 20.00	$860.00	$ 12.00	$ 516.00	$ 12.96	$ 557.28
36	TRAFFIC LINE (YIELD LINE/TRIANGLES)	SF	99	$ 10.00	$990.00	$ 12.00	$ 1,188.00	$ 12.96	$ 1,283.04
37	PAVEMENT MARKING (GREEN)	SF	4853	$ 10.00	$48,530.00	$ 20.00	$ 97,060.00	$ 19.44	$ 94,342.32
38	PAVEMENT MARKING (STOP)	EA	47	$ 300.00	$14,100.00	$ 265.00	$ 12,455.00	$ 286.20	$ 13,451.40
39	PAVEMENT MARKING (SCHOOL)	EA	1	$ 300.00	$300.00	$ 370.00	$ 370.00	$ 399.60	$ 399.60
40	PAVEMENT MARKING (SLOW)	EA	1	$ 200.00	$200.00	$ 265.00	$ 265.00	$ 286.20	$ 286.20
41	PAVEMENT MARKING (XING)	EA	1	$ 200.00	$200.00	$ 265.00	$ 265.00	$ 286.20	$ 286.20
42	PAVEMENT MARKING (KEEP CLEAR)	EA	2	$ 500.00	$1,000.00	$ 545.00	$ 1,090.00	$ 588.60	$ 1,177.20
43	PAVEMENT MARKING (BIKE SYMBOL WITH ARROW)	EA	96	$ 150.00	$14,400.00	$ 165.00	$ 15,840.00	$ 178.20	$ 17,107.20
44	PAVEMENT MARKING (TYPE III ARROW)	EA	69	$ 150.00	$10,350.00	$ 500.00	$ 34,500.00	$ 540.00	$ 37,260.00
45	PAVEMENT MARKING ("25")	EA	1	$ 100.00	$100.00	$ 185.00	$ 185.00	$ 199.80	$ 199.80
46	PAVEMENT MARKING ("35")	EA	4	$ 200.00	$800.00	$ 185.00	$ 740.00	$ 199.80	$ 799.20
47	PAVEMENT MARKING (AHEAD)	EA	2	$ 200.00	$400.00	$ 305.00	$ 610.00	$ 329.40	$ 658.80
48	PAVEMENT MARKING (SIGNAL)	EA	1	$ 200.00	$200.00	$ 395.00	$ 395.00	$ 426.60	$ 426.60
49	BLUE REFLECTIVE RAISED PAVEMENT MARKER	EA	36	$ 50.00	$1,800.00	$ 25.00	$ 900.00	$ 27.00	$ 972.00
50	RED CURB	LF	3163	$ 5.00	$15,815.00	$ 8.00	$ 25,304.00	$ 8.64	$ 27,328.32
51	ROADSIDE SIGN AND POST	EA	2	$ 500.00	$1,000.00	$ 350.00	$ 700.00	$ 378.00	$ 756.00
52	ROADSIDE SIGN	EA	31	$ 250.00	$7,750.00	$ 300.00	$ 9,300.00	$ 324.00	$ 10,044.00
53	RELOCATE EXISTING SIGN AND POST	EA	1	$ 500.00	$500.00	$ 225.00	$ 225.00	$ 243.00	$ 243.00
54	PORTABLE CHANGEABLE MESSAGE SIGN	EA	8	$ 3,000.00	$24,000.00	$ 1,000.00	$ 8,000.00	$ 9,720.00	$ 77,760.00
55	APS CABINET CONTROL UNIT	EA	3	$ 10,000.00	$30,000.00	$ 8,500.00	$ 25,500.00	$ 9,720.00	$ 29,160.00
56	REMOVE PPB AND INSTALL APS	EA	21	$ 2,500.00	$52,500.00	$ 1,600.00	$ 33,600.00	$ 2,133.00	$ 44,793.00
57	VALLEY GUTTER	SF	0	$ 80.00	$0.00	$ -	$ -	$ -	$ -
58	REPLACE CONCRETE WITH DECOMPOSED GRANITE IN PLANTER AREAS	SF	752	$ 70.00	$52,640.00	$ 16.00	$ 12,032.00	$ 16.20	$ 12,182.40
			Total Base Bid Amount:	$	**2,009,663.00**	$	**2,238,375.05**	$	**2,469,768.32**

Subcontractors			
	Slurry/Cape Seal	Pavement Coating Company	N/A
	Concrete	Spencon	Spencon
	Crack Seal	Bond Blacktop	Global Road Sealing
	Striping	Chrisp Company	Chrisp Company
	Survey	Mike O'Dell Surveying	Mike O'Dell Surveying
	Electrical	Columbia	Tennyson Electric
	Paving	N/A	G. Bortolotto & Company

Canton and Burley Drive Area - Area 5-1 (Add Alternate No. 1)									
BID ITEMS				ENGINEER ESTIMATE		O'GRADY PAVING		VSS INTERNATIONAL	
ITEM NO	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION (5% MAXIMUM)	LS	1	$10,605.00	$10,605.00	$13,000.00	$13,000.00	$8,181.00	$8,181.00
2	NEIGHBORHOOD NOTIFICATION	LS	1	$1,800.00	$1,800.00	$5,000.00	$5,000.00	$10,160.00	$10,160.00
3	TRAFFIC CONTROL (10% MAXIMUM)	LS	1	$17,900.00	$17,900.00	$26,000.00	$26,000.00	$14,202.00	$14,202.00
4	MONUMENT REFERENCING (INCL. PRE-CONSTRUCTION AND POST CONSTRUCTION	LS	1	$1,800.00	$1,800.00	$20,000.00	$20,000.00	$1,512.00	$1,512.00
5	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	$833.33	$833.33	$5,000.00	$5,000.00	$1,080.00	$1,080.00
7	BASE REPAIR (2" THICK)	SQ FT	3,959	$5.00	$19,795.00	$9.00	$35,631.00	$7.56	$29,930.04
10	CAPE SEAL	SQ YD	12,060	$7.50	$90,450.00	$10.25	$123,615.00	$4.75	$57,285.00
13	INSTALL CURB RAMP (PER CALTRANS STANDARD DRAWINGS)	EA	5	$9,000.00	$45,000.00	$9,000.00	$45,000.00	$9,720.00	$48,600.00
15	ADJUST MONUMENT COVER TO GRADE	EA	1	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$864.00	$864.00
17	ADJUST STORM SEWER MANHOLE TO GRADE	EA	1	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$1,080.00	$1,080.00
18	ADJUST STORM DRAIN MANHOLE TO GRADE	EA	1	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$1,080.00	$1,080.00
20	TRAFFIC LINE (DETAIL 21)	LF	100	$2.50	$250.00	$4.00	$400.00	$3.78	$378.00
30	TRAFFIC LINE (12" WHITE CROSSWALK LINE)	LF	332	$10.00	$3,320.00	$13.00	$4,316.00	$12.96	$4,302.72
32	TRAFFIC LINE (12" WHITE STOP BAR)	LF	86	$10.00	$860.00	$27.00	$2,322.00	$25.92	$2,229.12
33	TRAFFIC LINE (24" YELLOW CONTINENTAL)	LF	495	$20.00	$9,900.00	$27.00	$13,365.00	$25.92	$12,830.40
36	TRAFFIC LINE (YIELD LINE/TRIANGLES)	SF	72	$10.00	$720.00	$13.00	$936.00	$12.96	$933.12
38	PAVEMENT MARKING (STOP)	EA	2	$300.00	$600.00	$300.00	$600.00	$286.20	$572.40
49	BLUE REFLECTIVE RAISED PAVEMENT MARKER	EA	3	$50.00	$150.00	$30.00	$90.00	$27.00	$81.00
50	RED CURB	LF	255	$5.00	$1,275.00	$9.00	$2,295.00	$8.64	$2,203.20
52	ROADSIDE SIGN	EA	2	$250.00	$500.00	$35.00	$70.00	$32.40	$64.80
54	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	$1,500.00	$3,000.00	$2,000.00	$4,000.00	$9,720.00	$19,440.00
ADD ALTERNATE NO. 1 - TOTAL					**$211,758.33**		**$305,640.00**		**$217,008.80**

Sepulveda Court Area - Area 5-2 (Add Alternate No. 2)									
BID ITEMS				ENGINEER ESTIMATE		O'GRADY PAVING		VSS INTERNATIONAL	
ITEM NO	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION (5% MAXIMUM)	LS	1	$3,255.00	$3,255.00	$6,000.00	$6,000.00	$4,320.00	$4,320.00
2	NEIGHBORHOOD NOTIFICATION	LS	1	$600.00	$600.00	$3,000.00	$3,000.00	$1,080.00	$1,080.00
3	TRAFFIC CONTROL (10% MAXIMUM)	LS	1	$5,400.00	$5,400.00	$10,000.00	$10,000.00	$8,937.00	$8,937.00
4	MONUMENT REFERENCING (INCL. PRE-CONSTRUCTION AND POST CONSTRUCTION	LS	1	$600.00	$600.00	$10,000.00	$10,000.00	$1,512.00	$1,512.00
5	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	$833.33	$833.33	$5,000.00	$5,000.00	$1,080.00	$1,080.00
6	HOT MIX ASPHALT (TYPE A)	TON	116	$174.98	$20,297.81	$410.00	$47,560.00	$226.80	$26,308.80
7	BASE REPAIR (2" THICK)	SQ FT	640	$5.00	$3,200.00	$20.00	$12,800.00	$8.64	$5,529.60
8	ASPHALT CONCRETE GRINDING (2" THICK)	SQ YD	1,031	$5.00	$5,155.00	$35.00	$36,085.00	$15.12	$15,588.72
13	INSTALL CURB RAMP (PER CALTRANS STANDARD DRAWINGS)	EA	2	$9,000.00	$18,000.00	$9,000.00	$18,000.00	$9,720.00	$19,440.00
15	ADJUST MONUMENT COVER TO GRADE	EA	1	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$864.00	$864.00
16	ADJUST WATER VALVE TO GRADE	EA	2	$1,000.00	$2,000.00	$1,000.00	$2,000.00	$864.00	$1,728.00
17	ADJUST STORM SEWER MANHOLE TO GRADE	EA	1	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$1,080.00	$1,080.00
18	ADJUST STORM DRAIN MANHOLE TO GRADE	EA	1	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$1,080.00	$1,080.00
30	TRAFFIC LINE (12" WHITE CROSSWALK LINE)	LF	106	$10.00	$1,060.00	$13.00	$1,378.00	$12.96	$1,373.76
36	TRAFFIC LINE (YIELD LINE/TRIANGLES)	SF	24	$10.00	$240.00	$13.00	$312.00	$12.96	$311.04
49	BLUE REFLECTIVE RAISED PAVEMENT MARKER*	EA	1	$50.00	$50.00	$30.00	$30.00	$27.00	$27.00
50	RED CURB	LF	74	$5.00	$370.00	$9.00	$666.00	$8.64	$639.36
52	ROADSIDE SIGN	EA	1	$250.00	$250.00	$350.00	$350.00	$324.00	$324.00
ADD ALTERNATE NO. 2 - TOTAL					$64,311.14		$157,181.00		$91,223.28

NOTE: Asterick (*) mark shows submitted Bid proposal was Mathematically corrected by City Staff.

Bixby Drive Area - Area 5-3 (Add Alternate No. 3)									
BID ITEMS				ENGINEER ESTIMATE		O'GRADY PAVING		VSS INTERNATIONAL	
ITEM NO	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION (5% MAXIMUM)	LS	1	$19,110.00	$19,110.00	$15,000.00	$15,000.00	$11,934.00	$11,934.00
2	NEIGHBORHOOD NOTIFICATION	LS	1	$3,300.00	$3,300.00	$3,000.00	$3,000.00	$9,080.00	$9,080.00
3	TRAFFIC CONTROL (10% MAXIMUM)	LS	1	$32,300.00	$32,300.00	$30,000.00	$30,000.00	$13,041.00	$13,041.00
4	MONUMENT REFERENCING (INCL. PRE-CONSTRUCTION AND POST CONSTRUCTION	LS	1	$3,300.00	$3,300.00	$10,000.00	$10,000.00	$1,080.00	$1,080.00
5	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	$833.33	$833.33	$5,000.00	$5,000.00	$1,080.00	$1,080.00
7	BASE REPAIR (2" THICK)	SQ FT	2,868	$5.00	$14,340.00	$9.00	$25,812.00	$8.64	$24,779.52
10	CAPE SEAL	SQ YD	7,884	$7.50	$59,130.00	$11.00	$86,724.00	$4.75	$37,449.00
13	INSTALL CURB RAMP (PER CALTRANS STANDARD DRAWINGS)	EA	20	$9,000.00	$180,000.00	$4,200.00	$84,000.00	$8,640.00	$172,800.00
20	TRAFFIC LINE (DETAIL 21)	LF	250	$2.50	$625.00	$4.00	$1,000.00	$3.78	$945.00
30	TRAFFIC LINE (12" WHITE CROSSWALK LINE)	LF	1,494	$10.00	$14,940.00	$13.00	$19,422.00	$12.96	$19,362.24
32	TRAFFIC LINE (12" WHITE STOP BAR)	LF	96	$10.00	$960.00	$13.00	$1,248.00	$12.96	$1,244.16
36	TRAFFIC LINE (YIELD LINE/TRIANGLES)	SF	192	$10.00	$1,920.00	$13.00	$2,496.00	$12.96	$2,488.32
38	PAVEMENT MARKING (STOP)	EA	5	$300.00	$1,500.00	$300.00	$1,500.00	$286.20	$1,431.00
49	BLUE REFLECTIVE RAISED PAVEMENT MARKER	EA	3	$50.00	$150.00	$30.00	$90.00	$27.00	$81.00
50	RED CURB	LF	438	$5.00	$2,190.00	$9.00	$3,942.00	$8.64	$3,784.32
52	ROADSIDE SIGN	EA	10	$250.00	$2,500.00	$350.00	$3,500.00	$324.00	$3,240.00
54	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	$1,500.00	$3,000.00	$2,000.00	$4,000.00	$9,720.00	$19,440.00
57	VALLEY GUTTER	SF	514	$80.00	$41,120.00	$107.00	$54,998.00	$48.60	$24,980.40
		ADD ALTERNATE NO. 3 - TOTAL			**$381,218.33**		**$351,732.00**		**$348,239.96**

		Add Alternate No. 4 - Strickroth Park							
BID ITEMS				ENGINEER ESTIMATE		O'GRADY PAVING		VSS INTERNATIONAL	
ITEM NO	DESCRIPTION	QUANTITY	UNIT	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization (10% max)	1	LS	$18,993.50	$18,993.50	$18,000.00	$18,000.00	$10,800.00	$10,800.00
2A	Asphalt Concrete Grinding (2.5" Thick)	1,450	SQYD	$10.00	$14,500.00	$15.00	$21,750.00	$36.72	$53,244.00
2B	Hot Mix Asphalt (Type A)	210	LS	$250.00	$52,500.00	$200.00	$42,000.00	$226.80	$47,628.00
3	Remove and Replace Header Board	2,500	LS	$30.00	$75,000.00	$25.00	$62,500.00	$29.16	$72,900.00
4	Root Barrier	500	SY	$40.00	$20,000.00	$55.00	$27,500.00	$72.36	$36,180.00
5	Sidewalk Removal and Replacement	355	SF	$50.00	$17,750.00	$40.00	$14,200.00	$37.80	$13,419.00
6	Base Repair (4" Thick)	2,037	LF	$5.00	$10,185.00	$6.00	$12,222.00	$9.72	$19,799.64
		ADD ALTERNATE NO. 4 - TOTAL			**$208,928.50**		**$198,172.00**		**$253,970.64**

Via Certified U.S. Mail and E-mail

DATE: 04/07/2025

O'Grady Paving, Inc.
c/o Craig E. Young
2513 Wyandotte Street
Mountain View, CA 94043
craig@ogradypaving.com

Re: Notice to Disqualify Bid Submittal by O'Grady Paving Inc., the Apparent Lowest Bidder For 2024 Street Sealing Project – Phase - 2, Project No. 4305

Dear Mr. Young,

On April 2, 2025, the City of Milpitas ("City") conducted a bid opening for 2024 Street Sealing Project – Phase – 2, Project no. 4305. O'Grady Paving, Inc. (O'Grady) was the apparent lowest bidder. However, based on staff's evaluation, O'Grady's bid was deemed to be non-responsive for the reason as specified below.

- Failure to meet the requirement outlined in Section 9, "Subcontractors," of the Instructions to Bidders, which states that the successful bidder must self-perform at least 50% of the work. O'Grady has allocated to perform only 24.1% of the work, thus leaving approximately 75.9% of the work to subcontractors, which exceeds the allowable limit.

As O'Grady is non-responsive, staff intends to award the Project contract to the lowest responsive and responsible bidder, VSS International, Inc. at the April 15, 2025, City Council Meeting. The City thanks you for your interest in the Project.

Kindly acknowledge the letter and send a response via email by end of the day on April 08, 2025.

Please feel free to reach out Mohit Chaudhary, P.E., Associate Civil Engineer, at 408-586-3270 or email at mchaudhary@milpitas.gov if you have any questions.

Sincerely,

Roberto Alonzo

Roberto Alonzo, P.E.
Public Works Division Manager – Engineering

Cc: Michael Silveira, P.E., City Engineer

NOTICE OF INTENT TO AWARD CONTRACT

Project Name:	2024 Street Sealing Project – Phase 2
City Project Number:	CP4305
Bid Opening Date:	April 2, 2025
NOIA Posting Date:	April 17, 2025
Project Manager:	Mohit Chaudhary, P.E., Associate Civil Engineer
NOIA Posting Location:	Addenda & Official Notices

On April 2, 2025 the City of Milpitas (City) held a bid opening for the upcoming 2024 Street Sealing Project – Phase 2. The City intends to award the Project contract to the lowest responsive bidder, VSS International, Inc. at the May 6, 2025 City Council Meeting.

As per Milpitas Municipal Code (MMC) *MMC 1-2-3.19 - Protest Procedure*, Any interested party may file a protest to a proposed award of a contract in an amount over Ten Thousand Dollars ($10,000). The protest shall be filed with the Purchasing Agent in writing no later than seven (7) calendar days after the posting of the Notice of Intent to award and shall set forth the basis for the protest and any proposed remedy.

All protests shall be in writing and shall contain a complete statement of the legal grounds for the protest; all the facts relevant to the protest; and the form of relief requested and the legal basis for such relief. All protests shall be accompanied by all documentation supporting the grounds for the protest. The protest shall include the name, address and telephone number of the protesting party and the person representing the protesting party, if any.

Protests may be submitted only by a party that has submitted a bid or proposal in response to the contract solicitation. A subcontractor of a bidder or proposer may not submit a protest. A party may not rely on a protest submitted by another party but must timely pursue its own protest. Protests can only be submitted by the party that submitted the bid by one of the following methods:

Via mail or hand delivered, Monday thru Friday, between 8:00 a.m. and 5:00 p.m. to:

Attn: Luz Cofresi-Howe,
Finance Director
455 E. Calaveras Blvd,
Milpitas, CA 95035

OR, via e-mail @ LCofresi-Howe@milpitas.gov

ATTACHMENT 5

Construction Change Order Policy for 2024 Street Sealing Project – Phase 2, CP 4305

2007 City Council Approved Construction Change Order Policy

Construction Award Award Amount	**Individual Administrative Change Order Authority**	**Cumulative Change Order Authority**
Under $50,000	$5,000	$7,500
Over $50,000	10% of Award or $25,000 whichever is smaller	15% of Award or $100,000 whichever is smaller

2024 Street Sealing Project – Phase 2, CP 4305

Contract Award Amount	**Individual Administrative Change Order Authority**	**Cumulative Change Order Authority**
$3,031,971.04	N/A	$303,197.10 (10%)

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt Resolutions Approving the Annual Engineer's Report and Declaring Intent to Levy and Collect Assessments for Landscaping and Lighting Maintenance Assessment District No. 95-1 McCarthy Ranch (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**
Category:	Consent Calendar-Community Development
Meeting Date:	5/6/2025
Recommendation:	(1) Adopt a resolution approving the Annual Engineer's Report, (2) Adopt a resolution declaring the intent to levy and collect assessments; and (3) Provide notice of a public hearing to be held on June 3, 2025, for Landscaping and Lighting Maintenance Assessment District No. 95-1 McCarthy Ranch.

BACKGROUND:
In 1995, the City Council completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (Act) to establish the Landscaping and Lighting Maintenance Assessment District 95-1 (LLMD 95-1 McCarthy Ranch).

LLMD 95-1 McCarthy Ranch provides for the maintenance and improvement of public landscaping, irrigation systems, pedestrian lighting, gateway columns and entry signs along North McCarthy Boulevard between State Route 237 and Dixon Landing Road and Ranch Drive in the areas as shown on the attached location map (Attachment A).

Staff retained the consulting firm NBS for the purpose of assisting with the annual levy assessment for LLMD 95-1 McCarthy Ranch, and the preparation and filing of the report required pursuant to Section 22622 of the Act (Annual Engineering Report).

ANALYSIS:
Before the City Council may levy the annual assessments for LLMD 95-1 McCarthy Ranch, the Act requires the City Council to adopt a resolution approving the Annual Engineer's Report (Attachment B) evaluating the landscape and lighting maintenance district's maintenance and improvement needs for Fiscal Year (FY) 2025-26. On March 4, 2025, the City Council directed the City Engineer to prepare the Annual Engineer's Report, which is included in the City Council agenda packet. The proposed total assessment for FY 2025-26 is $0.0381 per lot square foot with an assessment rate not exceeding the maximum assessment rate of $0.0572 per lot square foot. The rate for FY2025-26 remains the same as the FY2024-25 rate.

Staff recommends City Council adopt Resolutions approving the Annual Engineering's Report (Attachment C), and declare its intention to levy and collect assessments and provide notice of a public hearing to be held on June 3, 2025 (Attachment D) for LLMD 95-1 McCarthy Ranch in Fiscal Year 2025-26.

POLICY ALTERNATIVE(S):
Alternative 1: Do not adopt the Resolutions for LLMD 95-1 McCarthy Ranch.

Pros: None.

Cons: If the City Council does not adopt the Resolutions according to the Landscaping and Lighting Act of 1972, the City will be unable to collect assessments for LLMD 95-1 McCarthy Ranch.

Reason Not Recommended: Staff recommends approving the Resolutions in order to levy and collect assessments for fiscal year 2025-26 to allow for the continued maintenance and servicing of LLMD 95-1 McCarthy Ranch.

FISCAL IMPACT:
The levy and collection of assessments provides the City with the needed resources for the maintenance and servicing of the improvements. The FY2025-26 maintenance budget for the LLMD 95-1 is estimated to be $460,148. The City maintains an operating reserve not to exceed the estimated maintenance costs.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
A levy and collection of assessments has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378. 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. To the extent the funds generated by this levy and collection would be used to fund any currently contemplated projects, such projects entail the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301..

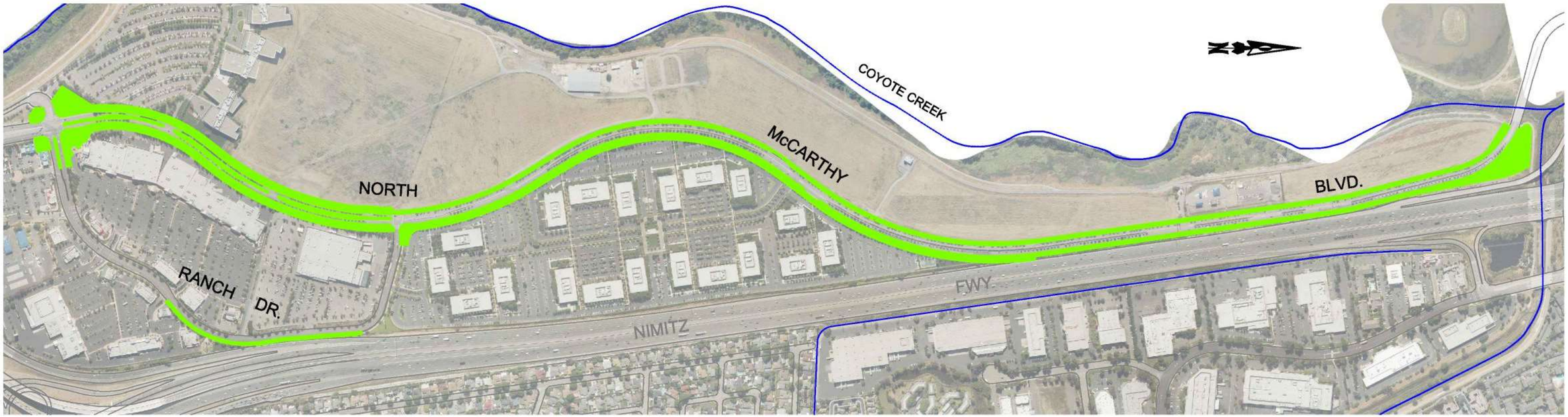
RECOMMENDATION:
(1) Adopt a resolution approving the Annual Engineer's Report,
(2) Adopt a resolution declaring the intent to levy and collect assessments; and
(3) Provide notice of a public hearing to be held on June 3, 2025, for Landscaping and Lighting Maintenance Assessment District No. 95-1 McCarthy Ranch.

ATTACHMENT(S):
(a) Location Map
(b) Engineer's Report for LLMD No. 95-1 McCarthy Ranch
(c) Resolution Approving Annual Engineer's Report
(d) Resolution Declaring Intent to Levy and Collect Assessments

CITY OF MILPITAS

LANDSCAPING MAINTENANCE DISTRICT (LMD) 95-1

(N.T.S.)



2025-2026 FISCAL YEAR LANDSCAPE AREA FUNDED FOR MAINTENANCE

CITY OF MILPITAS

Fiscal Year 2025/26 Engineer's Report For:

Landscaping and Lighting Maintenance Assessment District No. 95-1

April 2025

Prepared by:

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1. ENGINEER'S LETTER

WHEREAS, in 1995, the City Council of the City of Milpitas (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act"), created the City of Milpitas Landscaping and Lighting Maintenance Assessment District No. 95-1 (the "District") in order to provide for the continued maintenance, operation, and administration of various improvements within the boundaries of the District; and

WHEREAS, the City Council has directed NBS to prepare and file a report for Fiscal Year 2025/26 in accordance with Chapter 1, Article 4 of the Act presenting plans and specifications describing the general nature, location, and extent of the improvements to be maintained; an estimate of the costs to maintain, operate, and service the improvements for the District for the referenced fiscal year; a diagram for the District showing the area and properties to be assessed; and an assessment of the estimated costs to maintain and service the improvements, stating the net amount to be assessed upon all assessable lots or parcels within the District in proportion to the special benefit received.

NOW THEREFORE, the following assessments have been calculated in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation, and are made to cover the portion of the estimated costs of maintenance, operation, and servicing of the improvements, to be paid by the assessable real property within the District in proportion to the special benefit received:

District	Parcels	2025/26 Maximum Assessment Rate per Lot Sq. Ft.[1]	2025/26 Actual Assessment Rate per Lot Sq. Ft.	2025/26 Net Amount to be Assessed[2][3]
LLMAD 95-1	45	$0.0572	$0.0381	$448,957

(1) *The April 1, 2025 Consumer Price Index (CPI) provided by the U.S. Bureau of Labor Statistics was not available at the time of writing of this report. The Fiscal Year 2025/26 CPI increase was estimated using the February 1, 2025 CPI.*

(2) *Amounts placed on the tax roll include the 1% Santa Clara County Collection Fee.*

(3) *This amount is only an estimate and does not reflect the final billed amount with rounding adjustments. Refer to Section 7 for the rounded figure.*

I identified all parcels which will have a special benefit conferred upon them from the improvements described in District's Plans and Specifications section of this Engineer's Report (the "Benefited Parcels") have been identified. For particulars as to the identification of said parcels, reference is made to the Assessment Diagram, a copy of which is on file in the office of the City Clerk.

I have assessed the costs and expenses of the improvements upon the Benefited Parcels. In making such assessment:

a. The proportionate special benefit derived by each Benefited Parcel from the improvements was determined in relationship to the entirety of the maintenance costs of the improvements;

b. No assessment has been imposed on any Benefited Parcel which exceeds the reasonable cost of the proportional special benefit conferred on such parcel from the improvements; and

c. Any general benefits from the improvements have been separated from the special benefits and only special benefits have been assessed.

I, the undersigned, respectfully submit the enclosed Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagrams herein have been prepared and computed in accordance with the order of the City Council of the City of Milpitas, the Act, and Article XIIID.

Michael Silveira, City Engineer

2. PLANS AND SPECIFICATIONS

The District provides for the continued administration, maintenance, operation, and servicing of various improvements located within the public right-of-way and dedicated easements within the boundaries of the District.

2.1 Location of Improvements

The District is located on the west side of the City of Milpitas, bounded on the east by State Route 880, on the west by Coyote Creek, on the south by State Route 237, and on the north by Dixon Landing Road. The improvements maintained include public landscaping and irrigation improvements, including jogging paths, pedestrian lighting, gateway improvements, and entry signage, which are primarily situated within the public right-of-way and dedicated public easements within the District.

2.2 Landscaping Improvements

Landscaping, pedestrian lighting, gateway, and signage improvements were installed along the roadways and sidewalks within the District to enhance the overall visual appearance for adjacent parcels.

The improvements within the District consist of the maintenance and installation of any or all public landscaping and irrigation improvements adjacent to curbs of the following described streets, including jogging paths, planter walls, grass berms, pedestrian lighting and appurtenant irrigation systems, ornamental planting including lawns, shrubs, and trees; installation and maintenance of gateway columns and entry signs. Such maintenance includes all necessary repairs, replacements, water, electric current, spraying, care, supervision, debris removal and all other items of work necessary and incidental for property maintenance and operation thereof. The landscaping, irrigation, pedestrian lighting, gateway, and signage improvements are collectively referred to as “landscaping improvements.” All such work will be performed in the following areas:

2.2.1 N. MCCARTHY BOULEVARD

1. A strip of land including an earth berm approximately 50 feet in width from face of each curb line, from the southerly connection with Ranch Drive northerly 2,400 feet, more or less, to the northerly connection with Ranch Drive. A strip of land including a grass berm approximately 35 feet in width, west of the face of westerly curb, along the West Side of N. McCarthy Boulevard, from the southerly connection with Ranch Drive, northerly 2,400 feet, more or less. The initial phase includes a strip of land 6 feet wide on the west side of McCarthy Boulevard.
2. Commencing at a location approximately 2,400 feet north of State Route 237 thence proceeding north to the northern boundary of Lands of N. McCarthy, 7,800 feet more or less, a strip of land approximately 27 to 34 feet in width on each side along the east and west sides of McCarthy Boulevard between the northerly connection with Ranch Drive and Dixon Landing Road.
3. A median island from the southerly intersection with Ranch Drive northerly to the intersection with Dixon Landing Road.

4. Gateway Improvements, at the southerly intersection of N. McCarthy Boulevard and Ranch Drive and southerly of Bridge No. 1 along N. McCarthy Boulevard, including curved stone planter walls, gateway columns with entry sign appurtenant mounding ornamental plantings including flat work, trees and ground cover, irrigation systems; all as shown on landscape plans.
5. Lighting costs in the District are limited to the supplemental pedestrian lights installed on the east side of McCarthy Boulevard between the two intersections at Ranch Drive and McCarthy Boulevard. The conventional lighting along McCarthy Boulevard is not included. There also exists decorative up-lighting for the Gateway Towers in other areas near the southern Ranch Drive intersection of McCarthy.

2.2.2 MILPITAS ENTRY SIGN

1. City of Milpitas Entry Identification Sign along N. McCarthy Blvd., including walls, columns, lighting, and other appurtenances.

2.2.3 RANCH DRIVE

1. Commencing at a Northerly location where the right-of-way of Ranch Drive is contiguous with the right-of-way of Interstate 880, thence southerly, a strip of land approximately 10 feet in width measured from the east face of curb of Ranch Drive, from the northerly connection with Interstate 880 and Ranch Drive, southerly 630 feet, more or less, thence 405 feet south to the southerly end of Gateway location, varying in width from 10 feet to 132 feet, more or less.
2. Gateway Improvements, at the southerly connection of Ranch Drive and Interstate 880, including curved stone planter walls, gateway columns with entry sign appurtenant mounding ornamental plantings including flat work, trees and ground cover, irrigation systems; all as shown on landscape plans (Part A), except the Shopping Center's Monument Sign. As mentioned above, there also exists decorative up-lighting for the Gateway Towers in other areas near the southern Ranch Drive intersection of McCarthy.

2.3 Capital Improvements

In Fiscal Year 2021/22, the City initiated the design and construction of landscape and irrigation renovation on N. McCarthy Blvd. between State Route 237 and Dixon Landing Road and a portion of Ranch Drive. The landscape and irrigation renovation design has been completed and planting renovations will continue in 2025/26.

2.4 Overhead

In addition to the costs of maintaining the improvements mentioned above, the City will incur costs for staff time and expenses related to the management and maintenance of the improvements within the District. Staff time includes oversight and coordination of both City and contractor provided services, annual tax roll preparation, and addressing property owner questions and concerns. These activities are directly related to the maintenance of the improvements, and without them the improvements could not be efficiently completed or properly maintained on an ongoing basis.

3. ESTIMATE OF COSTS

The estimated costs of maintenance and servicing of the improvements as described in the Plans and Specifications are summarized below.

3.1 District Budget

The Fiscal Year 2025/26 estimated cost budget for the maintenance and servicing of the improvements is as follows:

Description	Fiscal Year 2025/26 Budget
Maintenance Staff and Contract Services[1]	$290,000
Capital Equipment	0
Supplies	15,000
Utilities (Water, Electricity)	71,648
Reserve Fund	0
Capital Improvement Program	83,500
Maintenance Costs	**$460,148**
NBS	$5,200
City Staff District Administration	2,700
County Auditor-Controller Fee[2]	4,100
District Specific Costs	**$12,000**
Total District Costs	**$472,148**
General Benefit Contribution[3]	(23,191)
Operating Reserve Contribution	0
Net Amount to be Assessed	**$448,957**
Total District Square Footage[4]	11,794,540
Rate per Square Foot[5][6]	**$0.0381**
Maximum Rate Per Square Foot – 2025/26[7]	**$0.0572**

(1) *Fiscal Year 2025/26 Landscape Maintenance Contract Services includes Terracare and Irvine Company.*

(2) *County Auditor-Controller Fee is currently 1% of the total levy submittal amount.*

(3) *General Benefit Contribution is not applied to District Specific Costs, as these are special benefits to the District.*

(4) *Total District Square Footage includes a 50% reduction for Parcel 5-7 (Sewer Main Pump Station) and Parcel 5-3C (Storm Pump Station).*

(5) *The Rate per Square Foot equals the Net Amount to be Assessed / Total District Square Footage.*

(6) *The assessed rate cannot exceed the maximum rate.*

(7) *The April 1, 2025 CPI was not available at the time of writing of this report. The Fiscal Year 2025/26 CPI increase was estimated by using the February 1, 2025 CPI.*

3.1.1 OPERATING RESERVE

It is the intent of the City to maintain an operating reserve which shall not exceed the estimated costs of maintenance and servicing of the improvements prior to December 10 of the fiscal year, or when the City expects to receive its apportionment of special assessments from the County, whichever is later. The operating reserve balance information for the District is as follows:

Estimated Fiscal Year Ending 6/30/2025 Operating Reserve Cash Balance	$300,824
Operating Reserve Collection for Fiscal Year 2025/26	0
Estimated Fiscal Year Ending 6/30/2026 Operating Reserve Cash Balance	**$300,824**

3.1.2 CAPITAL IMPROVEMENT BUDGET

The City completed the replacement of the irrigation controllers and repairs of the irrigation system on N. McCarthy Blvd. (between State Route 237 and Dixon Landing Road) and a portion of Ranch Drive. The City also installed planting in the median on Ranch Drive at the intersection of N. McCarthy Blvd. Planting renovations will continue in 2025/2026. As of March 31, 2025, the balance available for the Capital Improvement Project is $390,841.30. The City will utilize these funds, along with an annual collection of $75,000 via the District from Fiscal Year 2024/25 to Fiscal Year 2028/29, to finance the work.

4. SPECIAL AND GENERAL BENEFIT

The improvements defined in Section 2 are expected to confer certain special benefits to parcels within the District. The special benefits are described in this section. Figures in this section are derived from a Special v. General Benefit Analysis performed in Fiscal Year 2020/21.

4.1 Identification of Benefit

Section 4 of Article XIIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them and upon which an assessment will be imposed, the local agency must next "separate the general benefits from the special benefits conferred," and only the special benefits can be included in the amount of the assessments imposed.

4.2 Special Benefits Identified

The improvements described in Section 2 are expected to confer certain special benefits to parcels within the District. The special benefits conferred to property within the District can be grouped into three primary benefit categories: aesthetic benefit, safety benefit, and economic benefit. The three District benefit categories are further expanded upon below.

- **Improved Aesthetics:** The aesthetic benefit relates to the increase in the overall aesthetics as a result of the ongoing maintenance, servicing, and operation of the improvements within the District. The landscaping improvements enhance the overall image and desirability of the properties within the District. Street landscaping improvements improve the livability, commercial activity, appearance, and desirability for properties within the District. Regular maintenance ensures that the improvements do not reach a state of deterioration or disrepair, so as to be materially detrimental to properties adjacent to or in close proximity to the improvements. The overall appeal of the District is enhanced when improvements are in place and kept in a healthy and satisfactory condition. Conversely, appeal decreases when improvements are not well-maintained, unsafe, or destroyed by the elements or vandalism. Streetscapes have a significant effect on how people view and interact with their community.[1] With streetscapes that are safe and inviting, people are more likely to walk, which can help reduce automobile traffic, improve public health, stimulate local economic activity, and attract residents and visitors to the community.[2]
- **Increased Safety:** Well-maintained areas mitigate crime, especially vandalism, and enhance pedestrian safety. A recent study found that after landscape improvements were installed, there was a 46% decrease in crash rates across urban arterial and highway sites and a second study reviewed found a 5% to 20% reduction in mid-block crashes after trees and planters in urban arterial roads were put in place. In addition, there is less graffiti, vandalism, and littering in outdoor spaces with natural landscapes than in comparable plant-less spaces. [3] The Victoria Transport

[1] *Victoria Transport Policy Institute. (2011). Community Livability. Helping to Create Attractive, Safe, Cohesive Communities. Retrieved from http://www.vtpi.org/tdm/tdm97.htm.*
[2] *Ibid.*
[3] *Wolf, Kathleen L. (2010). Safe Streets – A Literature Review. In: Green Cities: Good Health (www.greenhealth.washington.edu)*. College of the Environment, University of Washington.

Policy Institute has found that streetscapes reduce traffic speeds and when combined with improved pedestrian crossing conditions can significantly reduce collisions. [4]

- **Economic Activity:** Well-maintained street landscape improvements not only make adjacent properties appear more stable and prosperous but can spur investment in the property. The National Complete Streets Coalition notes that street design that is inclusive of all modes of transportation, where appropriate, not only improves conditions for existing businesses, but also is a proven method for revitalizing an area and attracting new development. [5] Landscaped sidewalks create an inviting place for customers to shop and do business. [6] Well-maintained and safe District areas will encourage an increase in the overall pedestrian activity. The area will become more pedestrian friendly, thus improving the retail environment by encouraging individuals to shop, dine, and stay within the District boundaries. The District will provide a cleaner more inviting environment to businesses and consumers which will attract, retain and expand the retail and business climate throughout. The effort will reduce vacancy rates and increase lease rates and utilization of property within the District.

4.3 General Benefits Identified

Section 4 of Article XIIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them and upon which an assessment will be imposed, the local agency must next "separate the general benefits from the special benefits conferred," and only the special benefits can be included in the amount of the assessments imposed.

General benefit is an overall and similar benefit to the public at large resulting from the maintenance of the District's improvements provided by the assessments levied. The improvements to be maintained by the District are located within the District boundaries only. There will be no District maintenance activities provided for improvements located outside of the District boundaries.

The ongoing maintenance of the District improvements will provide aesthetic, safety and economic activity benefits to the property within the District. However, it is recognized that the ongoing maintenance activities will also provide a level of benefit to some property within proximity to the District, as well as individuals passing through. Therefore, the general benefit created as a result of the District maintenance activities has been considered.

4.4 Quantification of Benefit

As a result of the maintenance and operation of the improvements, there will be a level of general benefit to people that do not work or intend to conduct business within the District. In order for property within the District to be assessed only for that portion of special benefits received from the District's maintenance

[4] *Victoria Transport Policy Institute. (2011). Community Livability. Helping to Create Attractive, Safe, Cohesive Communities. Retrieved from http://www.vtpi.org/tdm/tdm97.htm.*

[5] *Pugliese, Philip. (2008). Complete Streets provide all the elements of multi-modal transportation. Retrieved from http://www.americantrails.org/resources/trans/completestreets08.html*

[6] *U.S Department of Transportation. Federal Highway Administration. (2001). Designing Sidewalks and Trails for Access, Part II of II: Best Practices Design Guide. Retrieved from http://www.fhwa. dot. gov/ environment/bicycle_pedestrian/publications/sidewalk2/*

activities, general benefits provided by the ongoing maintenance of the improvements need to be quantified. The amount of general benefit that is provided from the District's maintenance activities cannot be funded via property owners' assessments.

Based upon the City's General Plan, the streets within the City are classified into one of the following categories: freeway, expressway, arterial, collector or local streets. The landscaping improvements are primarily located along N McCarthy Boulevard and Ranch Drive and situated within the public rights-of-way. The portion of the maintained landscaping that is located along N McCarthy Boulevard (classified as an arterial street) provides some general benefit to pass-through traffic.

Arterial streets are intended to provide a higher degree of mobility and generally serve longer vehicle trips. The landscape improvements within the District boundaries not only serve the parcels in the immediate vicinity, but persons who live outside of the District and are passing by. The City's most recent traffic study[7] completed in 2016 does not identify the percentage of traffic, which is pass-through traffic, but it does provide an estimated number of daily trips for N McCarthy Boulevard at the entrance of the District. However, the daily trip count estimate is lower than the trip count utilized in the 2015 findings report. This would not be expected with the increase in development to this area. Therefore, In the absence of a more recent reading of traffic along N. McCarthy Boulevard, the 2015 average number of daily trips of 35,050 per the General Plan has been utilized for the base trip count.

In order to account for the estimated increase in daily average trips as a result of the increased development, the City commissioned a traffic study for each new development. Per the traffic studies, it is estimated there will be an increase of 9,156 average daily trips. Adding this increase to the 35,050 previously identified above, the estimated number of average vehicles per day is 44,206 as shown below.

Street Name	Average Number of Vehicles per Day
N McCarthy Boulevard – between SR 237 and Ranch Drive	44,206

Before the determination and allocation of the percentage of special and general benefit for the District can be made, the estimated pass-through traffic must be computed. The pass-through trips are vehicles driving along the maintained streets for a portion of their trips, but not working, shopping or conducting business in the District or benefiting from the landscaping improvements in place.

Research consistently shows that developments with multiple land uses that make walking safe and convenient and are near other development, allow residents and workers to drive significantly less if they choose. While this District is not a mixed-use development, there are multiple land uses adjacent to one another. Therefore, treating this development area as though the uses were separated and accessible only by car would result in inflated trip counts in comparison to conventional, single-use developments.

In lieu of having a comprehensive traffic study that identifies the pass-through traffic, the estimated number of special benefit trips for each parcel has been determined using the average daily trips according

[7] *City of Milpitas. (2016 Traffic Study). Retrieved from City's Assistant Traffic Engineer*

to the ITE Trip Generation Report, 11th Edition[8] and the 2010 NCHRP Report 684 Enhancing Trip Capture Estimation for Mixed-use Developments[9].

Utilizing the ITE Trip Generation Report, each parcel within the District was assigned an average daily number of special benefit trips using the parcel's land use, building size or number of units. Further, to ensure the number of trips generated by the parcels has not been overstated, the percentage of total trips that are made internally within the development has been considered. Using the 2010 NCHRP Report 684 Enhancing Trip Capture Estimation for Mixed-Use Developments, the total special benefit trips have been reduced by approximately 31% (19,258 trips) to account for internal trips between the various businesses within the District. The total number of special benefit trips is therefore 42,864 as shown below.

Property Type	Combined Trip Generations
Retail (ITE Land Uses 815, 820, 869)	24,978.76
Office (ITE Land Uses 710, 714, 750)	15,832.41
Industrial/Warehousing (ITE Land Uses 140, 150, 151)	8,660.43
Fast-Food Restaurant w/ drive thru (ITE Land Use 934)	3,925.30
Gas Station (ITE Land Use 945)	3,758.16
Restaurant (ITE Land Uses 931, 932)	3,710.03
Hotel (ITE Land Use 310)	1,256.82
Total Trips	**62,121.92**
Internal Trip Reduction[1]	(19,257.79)
Total Adjusted Special Benefit Trips	**42,864.12**

(1) The internal trip rate percentage was calculated by using the NCHRP 684 Internal Rate Capture Estimation Tool.[10]

The total of all special benefit trips was removed from the average number of vehicles per day traveling within the District to estimate the number of pass-through trips daily.

Street Name	Average Number of Vehicles per Day	Less: Estimated Special Benefit Trips	Estimated Number of Pass Through Trips	Estimated % General Benefit
McCarthy Blvd.	44,206	42,864	1,342	3.04%

Based on the above calculations, the general benefit portion of the improved aesthetics, increased safety, and economic activity benefits resulting from the landscaping improvements is estimated to be 3.04%.

Pass-thru Vehicle General Benefit	3.04%

[8] *Trip Generation, 9th Edition: An Informational Report of the Institute of Transportation Engineers. (2021) Washington, DC: Institute of Transportation Engineers.*

[9] *Bochner, Brian S., Hooper, Kevin, Sperry, Benjamin and Dunphy, Robert. National Cooperative Highway Research Program, Transportation Research Board of National Academies (2011). NCHRP Report 684 Enhancing Trip Capture Estimation for Mixed-Use Developments. Retrieved from onlinepubs.trb.org/onlinepubs/nchrp/nchrp_*rpt_*684*.pdf

[10] *Ibid.*

The commonly accepted distance people will walk for public transportation, goods and services is one-quarter mile.[11] However, based on the location of the District, and given that it is bounded by State Route 880 and 237, and Coyote Creek, there is not an efficient or practical means of walking into the District. Although unlikely, a person may decide to use the paths within the District, and as such the general benefit portion of the improved aesthetics, increased safety, and economic activity benefits resulting from the landscaping improvements is estimated to be 1.00%.

Pass-thru Walking General Benefit	1.00%

An estimated 1% of all US trips are made by bicycle[12]. Although the District is bounded by State Route 880 and 237, and Coyote Creek, there is a bike lane on N McCarthy Boulevard and a bike path along Coyote Creek[13]. According to the National Household Travel Surveys, 49% of bike trips are for recreation, exercise, and sports[14]. As result of the District maintenance activities, there will be a level of general benefit to bicycle traffic that is not associated with property in the District. As such the general benefit portion of the improved aesthetics, increased safety, and economic activity benefits resulting from the landscaping improvements is estimated to be .50%, rounded up to 1.00%.

Pass-thru Biking General Benefit	1.00%

Collective District-Wide General Benefit

Since the District is comprised of improved aesthetics, safety, and economic activity benefits resulting from the collective landscaping improvements, the activity of both pedestrians and vehicles must be addressed in a collective form rather than independently. The sum of the calculated general benefits is the total general benefit related to vehicle, walking, and biking pass-thru traffic. This general benefit result is provided in the table below:

Pass-thru Vehicle General Benefit	3.04%
Pass-thru Walking General Benefit	1.00%
Pass-thru Biking General Benefit	1.00%
Total General Benefit	**5.04%**

The general benefit, which is the percentage of the total budget that must be funded through sources other than assessments, is 5.04%. The special benefit then, which is the percentage of the budget that may be funded by assessments, is 95.00%. **This general benefit percentage is in line with the level of general benefit determined by the assessment engineer at formation of the District (less than 10%).**

[11] *Walkscore. (2014). Walk Score Methodology. Retrieved from http://www.walkscore.com/methodology.shtml*
[12] *U.S Department of Transportation. Federal Highway Administration. (2011). Summary of Travel Trends: 2009 National Household Travel Survey. (Report No. FHWA-PL-11-022). Retrieved from http://nhts.ornl.gov*
[13] *City of Milpitas. (2002). General Plan. Retrieved from http://www.ci.milpitas.ca.gov*
[14] *Pucher, J., Buehler R., Meron, F., and Bauman, A. American Journals of Public Health, Supplement 1, Vol 101, No S1 (2011). Walking and Cycling in the United States, 2001-2009: Evidence from the National Household Travel Surveys. Retrieved from http://www.ncbi.nlm.nih.gov/pubmed/21551387*

4.5 Special Benefit Trips

The detailed breakdown of the estimated special benefit trips for each parcel in the District is shown in the following table.

Assmt ID	Assessor's Parcel Number	Land Use Description	Acreage	Gross Leasable Area	Average Trip Rate[1]	Estimated # of Daily Special Benefit Trips[2]
1-1A-1	022-54-016	710 - General office	1.05	8,500	11.03	93.76
1-1A-2	022-54-017[(3)]	310 – Hotel	3.29	83,310	8.17	680.64
1-1A-3	022-54-018[(3)]	310 – Hotel	2.31	70,524	8.17	576.18
1-1A-4	022-54-019	934 - Fast Food	0.19	0.00	496.12	0.00
1-1B	022-54-008	934 - Fast Food	0.78	2,912	496.12	1,444.70
1-2	022-54-002	820 - Shopping Center	0.58	5,600	42.70	239.12
1-3	022-54-003	932 - High Vol. Restaurant	1.02	5,465	127.15	694.87
1-4A	022-54-009	869 - Home Superstore	8.47	86,250	20.00	1,725.00
1-4B	022-54-012	820 - Shopping Center	3.02	15,000	42.70	640.50
1-4C	022-54-013	820 - Shopping Center	0.23	10,000	42.70	427.00
1-4D	022-54-015	931 - Quality Restaurant	1.78	8,285	89.95	745.24
1-4E	022-54-014	932 - High Vol. Restaurant	0.64	3,710	127.15	471.73
1-4F	022-54-011	820 - Shopping Center	1.31	9,100	42.70	388.57
1-4G	022-54-010	931 - Quality Restaurant	1.03	7,476	89.95	672.47
2-1	022-53-001	931 - Quality Restaurant	0.75	6,500	89.95	584.68
2-2	022-53-002	820 - Shopping Center	1.23	15,020	42.70	641.35
2-3	022-53-003	820 - Shopping Center	0.76	12,000	42.70	512.40
2-4	022-53-004	934 - Fast Food	0.6	2,000	496.12	992.24
2-5	022-53-005	934 - Fast Food	0.74	3,000	496.12	1,488.36
2-6	022-53-006	820 – Shopping Center	1.19	51,250	45.04	2,308.30
2-7	022-53-007	820 - Shopping Center	21.92	187,134	42.70	7,990.62
3	022-29-016	815 - Discount Superstore	14.56	125,000	50.75	6,343.75
4-1A-1	022-56-005	714 - Corp Headquarters	2.04	115,753	7.98	923.71
4-1A-2	022-56-006	714 - Corp Headquarters	2.06	174,483	7.98	1,392.37
4-1A-3	022-56-007	714 - Corp Headquarters	2.07	174,483	7.98	1,392.37
4-1A-4	022-56-008	Undeveloped	34.52	-	-	-
4-1A-5	022-56-009	Parking Lot	24.32	-	-	-
4-1B	022-29-037	Undeveloped	6	-	-	-
5-1A-1	022-29-034	750 - Office Park	36.49	572,660	11.42	6,539.78
5-2A-1	022-29-035	750 - Office Park	31.31	480,772	11.42	5,490.42
5-3A-1	022-29-040	150 – Warehousing/710 General Office	15.55	313,978	8.87	2,784.67
5-3A-2	022-29-041	931 – Quality Restaurant	0.14	6,015	89.95	541.05
5-3A-3	022-29-042	150 – Warehousing/710 General Office	6.94	136,632	8.87	1,211.79
5-3A-4	022-29-043	150 – Warehousing/710 General Office	7.36	122,208	8.87	1,083.86
5-3A-5	022-29-044	140 - Manufacturing and 710 General Office	7.73	131,331	8.87	1,164.77
5-3B-1A	022-30-054	140 - Manufacturing and 710 General Office	5.63	99,576	8.87	883.14
5-3B-2	022-30-038	Undeveloped	10	-	-	-
5-3B-3	022-30-039	Undeveloped	5	-	-	-
5-3C	022-30-035[4]	Pump Station	0.19	-	-	1.00

Assmt ID	Assessor's Parcel Number	Land Use Description	Acreage	Gross Leasable Area	Average Trip Rate[1]	Estimated # of Daily Special Benefit Trips[2]
5-5A-1	022-30-055	815 - Discount Superstore	5.6	74,131	50.75	3,762.15
5-5A-2	022-30-056	915 – Gasoline/Service Station	0.59	3,182	1,181.07	3,758.16
5-5A-3	022-30-057	151 – Mini-Warehouse	3.15	114,707	13.34	1,530.19
5-6	022-30-041	Open Space	0	-	-	-
5-7	022-30-049[4]	Sewer Pump Station	9.12	8,500	11.03	1.00
Total Estimated Daily Special Benefit Trips						62,121.92
Internal Trip Reduction[5]						(19,257.79)
Total Special Benefit Trips						**42,864.12**

(1) Average Trip Rate per Day is from the Institute of Traffic Engineer's, Trip Generation Report. [15]

(2) Average Number of Special Benefit Trips per Day is the Average Trip Rate times each 1,000 square feet of gross leasable area.

(3) Average Number of Special Benefit Trips per Day is the Average Trip Rate times number of hotel rooms for this parcel.

(4) Pump Station trips are an estimate.

(5) *The internal trip rate percentage was calculated by using the NCHRP 684 Internal Rate Capture Estimation Tool.* [16]

[15] *Trip Generation, 9th Edition: An Informational Report of the Institute of Transportation Engineers. (2012) Washington, DC: Institute of Transportation Engineers.*

[16] *Bochner, Brian S., Hooper, Kevin, Sperry, Benjamin and Dunphy, Robert. National Cooperative Highway Research Program, Transportation Research Board of National Academies (2011). NCHRP Report 684 Enhancing Trip Capture Estimation for Mixed-Use Developments. Retrieved from onlinepubs.trb.org/onlinepubs/nchrp/nchrp_rpt_684.pdf*

5. METHOD OF ASSESSMENT

5.1 Introduction

The special benefits that accrue to the properties in the District are limited to those properties that abut an improved public street or which have been obligated by issuance of bonds for necessary public improvements (the "Benefited Parcels"). Other properties in the District receive only a general benefit from the work of the improvements, and there is also some general benefit that accrues to the community as a whole. As outlined in Section 4, the total amount of general benefit from the improvements is determined to be 5.04%.

The Benefited Parcels receive a special benefit proportionate to their net acreage and thus they are assessed on the basis of total net acreage for all costs associated with the maintenance and installation of the District's improvements, with the following exceptions:

- Of the 9.12 acres of parcel 022-30-049 (sewer pump station), 5.51 acres is the pump station and is not assessable. The remaining 3.61 acres does not benefit from landscaping as much as other Benefited Parcels because it is dedicated to municipal sanitary sewer and storm facilities use and will not otherwise be developed. Therefore, it is assigned a special benefit equal to 50% of other Benefited Parcels.
- Parcel 022-30-035 (storm pump station) does not benefit from landscaping as much as other Benefited Parcels because it is dedicated to municipal sanitary sewer and storm facilities use and will not otherwise be developed. Therefore, it is assigned a special benefit equal to 50% of other Benefited Parcels.
- Parcel 022-29-037 and parcel 022-30-041 are dedicated to open space and therefore do not receive special benefit from the maintenance and improvements.

5.2 Method of Assessment Spread

The amount of assessment levied on each Benefited Parcel in the District, for Fiscal Year 2025/26, is $0.0381 per square foot. The assessment rate was determined by taking the Fiscal Year 2025/26 Net Amount to be assessed ($448,957) divided by the total net square footage of the District (11,794,540 sq. ft.).

The maximum assessment rate for Fiscal Year 2025/26 is approximately $0.0572, which is a preliminary number. Each year the maximum assessment rate per square foot is increased by the percentage change from April 1st of the prior year to April 1st of the current year in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Indexes, Pacific Cities and U.S. City Average, San Francisco-Oakland-Hayward. The April 1, 2025 CPI was not available at the time of writing of this report. For purposes of this report, the CPI increase was estimated by using the February 1, 2025 CPI.

5.3 Maximum Assessment Rates

The following table provides the historical maximum assessment rate for Fiscal Year 2001/02 through the current fiscal year:

Fiscal Year	CPI	Percentage Increase[1]	Assessment Rate Range[2]	
2001/02	189.1	N/A	$0.0120	$0.0300
2002/03	193.0	2.06%	0.0122	0.0306
2003/04	197.3	2.23%	0.0125	0.0313
2004/05	198.3	0.51%	0.0126	0.0315
2005/06	202.5	2.12%	0.0129	0.0321
2006/07	208.9	3.16%	0.0133	0.0331
2007/08	215.842	3.32%	0.0137	0.0342
2008/09	222.074	2.89%	0.0141	0.0352
2009/10	223.854	0.80%	0.0142	0.0355
2010/11	227.697	1.72%	0.0144	0.0361
2011/12	234.121	2.82%	0.0149	0.0371
2012/13	238.985	2.08%	0.0152	0.0379
2013/14	244.675	2.38%	0.0155	0.0388
2014/15	251.495	2.79%	0.0160	0.0399
2015/16	257.622	2.44%	0.0163	0.0409
2016/17	264.565	2.70%	0.0168	0.0420
2017/18	274.589	3.79%	0.0174	0.0436
2018/19	283.422	3.22%	0.0180	0.0450
2019/20	294.801	4.01%	0.0187	0.0468
2020/21	298.074	1.11%	0.0189	0.0473
2021/22	309.419	3.81%	0.0196	0.0491
2022/23	324.878	5.00%	0.0206	0.0515
2023/24	338.496	4.19%	0.0215	0.0537
2024/25	351.247	3.77%	0.0223	0.0557
2025/26	354.432	2.69% [3]	0.0229	0.0572

[1] *Percentage increase from April 1 of the prior year to April 1 of the current year in the US Department of Labor, Bureau of Labor Statistics, Consumer Price Indexes, Pacific Cities and US City Average, San Francisco-Oakland-Hayward.*

[2] *The left and right column indicate the minimum and maximum assessment rate, respectively.*

[3] *The April 1, 2025 CPI was not available at the time of writing of this report. The Fiscal Year 2025/26 CPI increase was estimated using the February 1, 2025 CPI.*

5.4 Appeals

Any property owner who feels that the amount of their assessment is in error as a result of incorrect information being used to apply the foregoing method of spread may file an appeal with the Finance Director of the City. Any such appeal is limited to the correction of an assessment during the current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the Finance Director shall promptly review the information provided by the property owner and if he/she finds that the assessment should be modified, he/she shall have the authority to make the appropriate changes in the assessment roll. If any such changes are provided after the assessment roll has been filed with the County for collection, the Finance Director is authorized to refund to the property owner the amount of any approved reduction.

6. ASSESSMENT DIAGRAM

The following page provides a copy of the assessment diagram of the District.

7. ASSESSMENT ROLL

Assessor's parcel identification, for each lot or parcel within the District, shall be based on the Santa Clara County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of assessor's parcels assessed within the District for Fiscal Year 2025/26, along with the assessment amounts, is on file in the office of the City Clerk and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the Santa Clara County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the assessment amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS, APPROVING THE ANNUAL REPORT FOR THE LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 95-1 FOR FISCAL YEAR 2025/26

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the Landscaping and Lighting Maintenance Assessment District 95-1 (the "Assessment District"); and

WHEREAS, the City of Milpitas has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and the preparation and filing of and the report required pursuant to Section 22622 of the Act (the "Annual Report"); and

WHEREAS, the City Council has, by previous resolution, ordered NBS to prepare and file such Annual Report;

WHEREAS, NBS has prepared and filed such Annual Report with the City Clerk; and

WHEREAS, all statutory and otherwise required prerequisites for the adoption of the Annual Report have occurred, including as specified in the Act.

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. **Approval of Report:** The City Council hereby approves the Annual Report for the Assessment District concerning the levy of assessments as submitted by NBS for the fiscal year commencing July 1, 2025 and ending June 30, 2026.

3. The Assessment District exterior boundaries are as shown by a map filed in the office of the City Clerk, which map is made a part hereof by this reference.

PASSED AND ADOPTED this ____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Carmen Montano, Mayor

APPROVED AS TO FORM:

_____
Christopher Creech, Acting City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 95-1 FOR FISCAL YEAR 2025/26

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the Landscaping and Lighting Maintenance Assessment District No. 95-1 (the "Assessment District"); and

WHEREAS, the City of Milpitas has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and the preparation and filing of the report required pursuant to Section 22622 of the Act (the "Annual Report");

WHEREAS, the City Council adopted a Resolution approving the Annual Report for the Assessment District for Fiscal Year 2025/26;

WHEREAS, all statutory and otherwise required prerequisites for the issuance of a notice of intent to levy and collect assessments within the Assessment District have been met, including as specified in the Act.

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. **Intention:** The City Council hereby declares its intention to levy and collect assessments within the Assessment District to pay the costs of the Improvements for the fiscal year commencing July 1, 2025 and ending June 30, 2026. The City Council finds that the public's best interest requires such action.

3. **Improvements:** The improvements within the Assessment District include, but are not limited to: operating, maintaining and servicing of all public landscaping improvements, consisting of landscaping and grass. Operating, maintaining and servicing costs include, but are not limited to: personnel, materials, electrical energy and water. Services provided include all necessary service, operations, administration, and maintenance required to keep the improvements in a healthy, vigorous, and satisfactory condition. A project renovating the landscape and irrigation improvements in the Assessment District was initiated in Fiscal Year 2021/22 and will be completed in Fiscal Year 2025/26.

4. **Assessment District Boundaries:** The boundaries of the Assessment District are as shown by the assessment diagram filed in the offices of the City Clerk, which map is made a part hereof by reference.

5. **Annual Report:** Reference is made to the Annual Report prepared by NBS, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District and the zones therein, and the proposed assessments upon assessable lots and parcels of land within the Assessment District.

6. **Notice of Public Hearing:** The City Council hereby declares its intention to conduct a public hearing concerning the levy of assessments in accordance with Section 22629 of the Act. All objections to the assessment, if any, will be considered by the City Council. The public hearing will be held on **Tuesday, June 3, 2025 at 7:00 pm** or as soon thereafter as is feasible in the meeting place of the City Council located at 455 E. Calaveras Boulevard, Milpitas, CA 95035. The City Council further orders the City Clerk to publish notice of this resolution in accordance with Section 22626(a) of the Act.

7. **Increase of Assessment:** The maximum assessment is not proposed to increase from the previous year above that was previously approved by the property owners (as "increased assessment" is defined in Section 54954.6 of the Government Code).

PASSED AND ADOPTED this ____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Carmen Montano, Mayor

APPROVED AS TO FORM:

_____
Christopher Creech, Acting City Attorney

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt Resolutions Approving the Annual Engineer's Report and Declaring the Intent to Levy and Collect Assessments for Landscaping and Lighting Maintenance Assessment District No. 98-1 Sinclair Horizon (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**
Category:	Consent Calendar-Community Development
Meeting Date:	5/6/2025
Recommendation:	(1) Adopt a resolution approving the Annual Engineer's Report, (2) Adopt a resolution declaring the intent to levy and collect assessments; and (3) Provide notice of a public hearing to be held on June 3, 2025, for Landscaping and Lighting Maintenance Assessment District No. 98-1 Sinclair Horizon.

BACKGROUND:

In 1998, the City Council completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the Landscaping and Lighting Maintenance Assessment District 98-1 ("LLMD 98-1 Sinclair Horizon").

LLMD 98-1 Sinclair Horizon provides for the maintenance and improvement of public landscaping, irrigation systems, and a pedestrian walking path adjacent to Sinclair Frontage Road and Los Coches Creek abutting the Sinclair Horizon residential subdivision in the areas as shown on the attached location map (**Attachment A**).

Staff retained the consulting firm NBS for the purpose of assisting with the annual levy of the LLMD 98-1 Sinclair Horizon, and the preparation and filing of the report as required pursuant to Section 22622 of the Act (the "Annual Engineering Report").

ANALYSIS:

Before the City Council may levy the annual assessments for LLMD 98-1 Sinclair Horizon, the Act requires the City Council to adopt a resolution approving the Annual Engineer's Report (**Attachment B**) evaluating the landscape and lighting maintenance district's maintenance and improvement costs for Fiscal Year (FY) 2025-26. On March 4, 2025, the City Council directed the City Engineer to prepare the Annual Engineer's Report, which is included in the City Council agenda packet. The proposed total assessment for FY 2025-26 is $538.41 per lot, with an assessment rate not exceeding the maximum assessment rate of $591.00. The rate for FY2025-26 is unchanged from the FY2024-25 rate.

Staff recommend City Council adopt Resolutions approving the Annual Engineering's Report **(Attachment C)**, and declaring its intent to levy and collect an assessment and providing notice of a public hearing to be held on June 3, 2025 **(Attachment D)** for LLMD 98-1 Sinclair Horizon in Fiscal Year 2025-26.

POLICY ALTERNATIVE(S):

Alternative 1: Not adopt the Resolutions for LLMD 98-1 Sinclair Horizon.

Pros: None.

Cons: If the City Council does not adopt the Resolutions according to the Landscaping and Lighting Act of 1972, the City will be unable to collect assessments for LLMD 98-1 Sinclair Horizon.

Reason Not Recommended: Staff recommends approving the Resolutions in order to levy and collect assessments for fiscal year 2025-26 to allow for the continuous maintenance and service of LLMD 98-1 Sinclair Horizon.

FISCAL IMPACT:
The levy and collection of assessments provides the City with the needed resources for the maintenance and the servicing of the improvements. The Fiscal Year 2025-26 maintenance budget for the LLMD 98-1 is estimated to be $66,738.00. The City maintains an operating reserve, not to exceed the estimated maintenance costs.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
A levy and collection of assessments has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378. 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. To the extent the funds generated by this levy and collection would be used to fund any currently contemplated projects, such projects entail the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301.

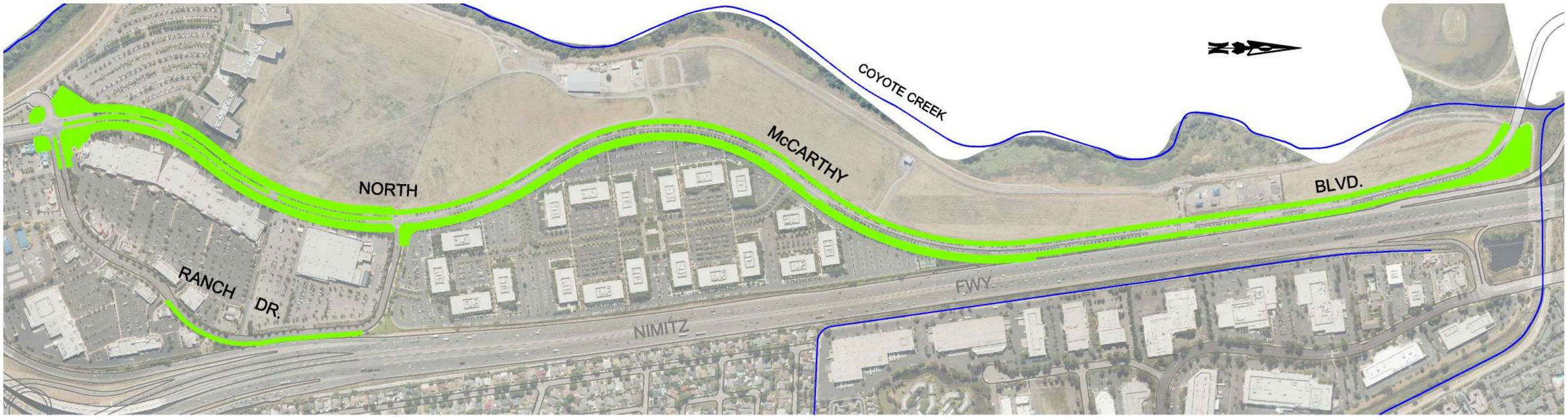
RECOMMENDATION:
(1) Adopt a resolution approving the Annual Engineer's Report.
(2) Adopt a resolution declaring the intent to levy and collect assessments.
Provide notice of a public hearing to be held on June 3, 2025, for Landscaping and Lighting Maintenance Assessment District No. 98-1 Sinclair Horizon.

ATTACHMENT(S):
(a) Location Map
(b) Engineer's Report for LLMD No. 98-1 Sinclair Horizon
(c) Resolution Approving Annual Engineer's Report
(d) Resolution Declaring Intent to Levy and Collect Assessments

CITY OF MILPITAS

LANDSCAPING MAINTENANCE DISTRICT (LMD) 95-1

(N.T.S.)



2025-2026 FISCAL YEAR LANDSCAPE AREA FUNDED FOR MAINTENANCE

CITY OF MILPITAS

Fiscal Year 2025/26 Engineer's Report For:

Landscaping and Lighting Maintenance Assessment District No. 98-1

April 2025

Prepared by:

NBS
helping communities fund tomorrow
nbsgov.com

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CITY OF MILPITAS
LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 98-1
455 East Calaveras Boulevard
Milpitas, California 95035
(408) 586-3000

CITY COUNCIL

Carmen Montano, Mayor

Gary Barbadillo, Vice Mayor

Evelyn Chua, Council Member

Hon Lien, Council Member

William Lam, Council Member

CITY STAFF

Michael Silveira, PE, City Engineer

Luz Cofresi-Howe, Finance Director/Risk Manager

Christian Di Renzo, Public Works Director

NBS

Tim Seufert, Client Services Director

Amanda Welker, Project Manager

Tom Zetz, Administrator

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1. ENGINEER'S LETTER

WHEREAS, in 1998, the City Council of the City of Milpitas (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act"), created the City of Milpitas Landscaping and Lighting Maintenance Assessment District No. 98-1 (the "District") to provide for the continued maintenance, operation, and administration of various improvements within the boundaries of the District; and

WHEREAS, the City Council has directed NBS to prepare and file a report for Fiscal Year 2025/26 in accordance with Chapter 1, Article 4 of the Act presenting plans and specifications describing the general nature, location, and extent of the improvements to be maintained; an estimate of the costs to maintain, operate, and service the improvements for the District for the referenced fiscal year; a diagram for the District showing the area and properties to be assessed; and an assessment of the estimated costs to maintain and service the improvements, stating the net amount to be assessed upon all assessable lots or parcels within the District in proportion to the special benefit received.

NOW THEREFORE, the following assessments have been calculated in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation, and are made to cover the portion of the estimated costs of maintenance, operation, and servicing of the improvements, to be paid by the assessable real property within the District in proportion to the special benefit received:

District	Parcels	2025/26 Maximum Assessment Rate per Lot[1]	2025/26 Actual Assessment Rate per Lot	2025/26 Net Amount to be Assessed[2][3]
LLMAD 98-1	98	$591.00	$538.41	$52,763.20

(1) *The April 1, 2025 Consumer Price Index (CPI) provided by the U.S. Bureau of Labor Statistics was not available at the time of writing of this report. The Fiscal Year 2025/26 CPI increase was estimated using the February 1, 2025 CPI.*

(2) *Amounts placed on the tax roll include the 1% Santa Clara County Collection Fee.*

(3) *This amount is only an estimate and does not reflect the final billed amount with rounding adjustments. Refer to Section 7 for the rounded figure.*

I identified all parcels which will have a special benefit conferred upon them from the improvements described in District's Plans and Specifications section of this Engineer's Report (the "Benefited Parcels"). For particulars as to the identification of said parcels, reference is made to the Assessment Diagram, a copy is on file in the office of the City Clerk.

I have assessed the costs and expenses of the improvements upon the Benefited Parcels. In making such assessment:

a. The proportionate special benefit derived by each Benefited Parcel from the improvements was determined in relationship to the entirety of the maintenance costs of the improvements;

b. No assessment has been imposed on any Benefited Parcel which exceeds the reasonable cost of the proportional special benefit conferred on such parcel from the improvements; and

c. Any general benefits from the improvements have been separated from the special benefits and only special benefits have been assessed.

I, the undersigned, respectfully submit the enclosed Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagrams herein have been prepared and computed in accordance with the order of the City Council of the City of Milpitas, the Act, and Article XIIID.

Michael Silveira, City Engineer

2. PLANS AND SPECIFICATIONS

The District provides for the continued administration, maintenance, operation, and servicing of various improvements located within the public right-of-way and dedicated easements within the boundaries of the District.

2.1 Location of Improvements

The District is located in the City of Milpitas, bounded on the east by Sinclair Frontage Road, on the west by Berryessa Creek, and on the north by Los Coches Street. The improvements maintained include public landscaping and irrigation improvements, including jogging paths, planter walls, grass berms, and ornamental planting, which are primarily situated within the public rights-of-way and dedicated public easements within the District.

2.2 Landscaping Improvements

The landscaping and irrigation improvements were installed within the District in order to enhance the overall visual appearance for adjacent parcels. The improvements consist of the maintenance and operation of any or all public landscaping and irrigation improvements adjacent to curbs, including asphalt concrete jogging paths, planter walls, grass berms, and appurtenant irrigation systems; ornamental planting including lawns, shrubs, and trees, including necessary repairs, replacements, water, electric current, spraying, care, supervision, debris removal and all other items of work necessary and incidental for proper maintenance and operation thereof. The landscaping and irrigation improvements are collectively referred to as “landscaping improvements.” All such work will be performed in the following areas:

2.2.1 BERRYESSA CREEK

Due to the widening of the creek, improvements in Berryessa Creek were removed. Any improvements maintained in this reach (asphalt concrete jogging path, exercise equipment, planting, and irrigation) will no longer be maintained or improved.

2.2.2 LOS COCHES CREEK

1. A strip of land 812 feet long, 14 feet in width along the south bank of Los Coches Creek adjacent to Tract 9018. The improvements include an asphalt concrete jogging path, exercise equipment, planting, and irrigation.
2. A strip of land 5.5 feet wide within the Los Coches Street right-of-way between the back of sidewalk and the right-of-way along the south side of Los Coches Street between Berryessa Creek and Sinclair Frontage Road. The improvements include planting and irrigation.

2.3 Capital Improvements

In 2023, the City completed the replacement of the irrigation controller and repairs of the irrigation system along portions of Los Coches Street and Sinclair Frontage Road. The City is planning to continue planting renovations in 2025/2026.

2.4 Overhead

In addition to the hard costs of maintaining the improvements mentioned above, the City will incur costs for staff time and expenses related to the management and maintenance of the improvements within the District. Staff time includes oversight and coordination of both City and contractor provided services, annual tax roll preparation, and addressing property owner questions and concerns. These activities are directly related to the maintenance of the improvements, and without them the improvements could not be efficiently completed or properly maintained on an ongoing basis.

3. ESTIMATE OF COSTS

The estimated costs of maintenance and servicing of the improvements as described in the Plans and Specifications are summarized below.

3.1 District Budget

The Fiscal Year 2025/26 estimated cost budget for the maintenance and servicing of the improvements is as follows:

Description	Fiscal Year 2025/26 Budget
Maintenance Staff[1]	$32,085
Capital Equipment	0
Supplies	2,853
Utilities (Water, Electricity)	11,800
Reserve Fund	0
Capital Improvement Program	20,000
Maintenance Costs	**66,738**
NBS	$4,200
City Staff District Administration	2,500
County Auditor-Controller Fee[2]	550
District Specific Costs	**$7,250**
Total District Costs	**$73,988**
General Benefit Contribution[3]	(21,223)
Operating Reserve Contribution	0
Capital Improvement Fund Contribution	0
Net Amount to be Assessed	**$52,765**
Total District Lots	**98**
Rate per Lot[4]	**$538.41**
Maximum Rate Per Lot – 2025/26[5]	**$591.00**

(1) *The City's Department of Public Works is the provider of Maintenance Services.*

(2) *County Auditor-Controller Fee is currently 1% of the total levy submittal.*

(3) *General Benefit Contribution is not applied to District Specific Costs, as these are special benefits to the District.*

(4) *The Rate per Lot equals the Net Amount to be Assessed / Total District Lots. The Rate per Lot cannot exceed the maximum rate.*

(5) *The April 1, 2025 CPI was not available at the time of writing of this report. The Fiscal Year 2025/26 CPI increase was estimated by using the February 1, 2025 CPI.*

3.1.1 OPERATING RESERVE

It is the intent of the City to maintain an operating reserve which shall not exceed the estimated costs of maintenance and servicing of the improvements prior to December 10 of the fiscal year, or when the City expects to receive its apportionment of special assessments from the County, whichever is later. The operating reserve balance information for the District is as follows:

Estimated Fiscal Year Ending 6/30/2025 Operating Reserve Cash Balance	$110,308
Operating Reserve Collection for Fiscal Year 2025/26	0
Estimated Fiscal Year Ending 6/30/2026 Operating Reserve Cash Balance	**$110,308**

3.1.2 CAPITAL IMPROVEMENT BUDGET

The City completed the replacement of the irrigation controller and repairs of the irrigation system along portions of Los Coches Street and Sinclair Frontage Road in 2023. The City is planning to continue planting renovations in 2025/2026. As of March 31, 2025, the balance available for the Capital Improvement Project was $122,391.35. The City will utilize these funds, along with an annual collection of $20,000 via the District from Fiscal Year 2025/26 to Fiscal Year 2028/29, to finance the project.

4. SPECIAL AND GENERAL BENEFIT

The improvements defined in Section 2 are expected to confer certain special benefits to parcels within the District. The special benefits are described in this section. Figures in this section are derived from a Special v. General Benefit Analysis performed in Fiscal Year 2014/15.

4.1 Introduction

Pursuant to Article XIIID, all parcels that receive a special benefit conferred upon them as a result of the installation, implementation and maintenance of the improvements, services and activities shall be identified, and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire costs of the installation, implementation and maintenance of the improvements, services and activities.

Article XIIID, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property. Proposition 218 requires that the City separate the general benefit from special benefit, so that only special benefit may be assessed to properties within the District. Furthermore, Article XIIID also provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment.

4.2 Special Benefits Identified

The improvements described in Section 2 are expected to confer certain special benefits to parcels within the District. The special benefits conferred to property within the District can be grouped into two primary benefit categories: aesthetic benefit and safety benefit. The two district benefit categories are further expanded upon below.

- **Improved Aesthetics:** The aesthetic benefit relates to the increase in the overall aesthetics as a result of the ongoing maintenance, servicing and operation of the improvements within the District. Street landscaping improvements improve the livability, commercial activity, appearance and desirability for properties within the District. Regular maintenance ensures that the improvements do not reach a state of deterioration or disrepair so as to be materially detrimental to properties adjacent to or in close proximity to the improvements. The overall appeal of the District is enhanced when improvements are in place and kept in a healthy and satisfactory condition. Conversely, appeal decreases when improvements are not well-maintained, unsafe, or destroyed by the elements or vandalism. Streetscapes have a significant effect on how people view and interact with their community[1]. With streetscapes that are safe and inviting, people are more likely to walk, which can help reduce automobile traffic, improve public health, stimulate local economic activity and attract residents and visitors to the community[2].
- **Increased Safety:** Well maintained areas mitigate crime, especially vandalism, and enhance pedestrian safety. A recent study found that after landscape improvements were installed, there

[1] *Victoria Transport Policy Institute. (2011). Community Livability. Helping to Create Attractive, Safe, Cohesive Communities. Retrieved from http://www.vtpi.org/tdm/tdm97.htm.*
[2] *Ibid.*

was a 46% decrease in crash rates across urban arterial and highway sites and a second study reviewed found a 5% to 20% reduction in mid-block crashes after trees and planters in urban arterial roads were put in place. In addition, there is less graffiti, vandalism, and littering in outdoor spaces with natural landscapes than in comparable plant-less spaces[3]. The Victoria Transport Policy Institute has found that streetscapes reduce traffic speeds and when combined with improved pedestrian crossing conditions can significantly reduce collisions[4].

4.3 General Benefits Identified

Section 4 of Article XIIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them and upon which an assessment will be imposed, the local agency must next "separate the general benefits from the special benefits conferred," and only the special benefits can be included in the amount of the assessments imposed.

General benefit is an overall and similar benefit to the public at large resulting from the maintenance of the District's improvements provided by the assessments levied. The improvements to be maintained by the District are located within the District boundaries only. There will be no District maintenance activities provided for improvements located outside of the District boundaries.

The ongoing maintenance of the District improvements will provide aesthetic and safety benefits to the property within the District. However, it is recognized that the ongoing District maintenance activities will also provide a level of benefit to some property within proximity to the District, as well as individuals passing through. Therefore, the general benefit created as a result of the District maintenance activities has been considered.

4.4 Quantification of Benefit

As a result of the maintenance and operation of the improvements, there will be a level of general benefit to people that do not live in or intend to conduct business within the District. In order for property within the District to be assessed only for that portion of special benefits received from the district's maintenance activities, general benefits provided by the ongoing maintenance of the improvements needs to be quantified. The amount of general benefit that is provided from the District's maintenance activities cannot be funded via property owners' assessments.

The landscaping improvements are primarily located along Los Coches Street and Sinclair Frontage Road and within the subdivision along Los Coches Creek and Berryessa Creek. A portion of the maintained landscaping provides some general benefit to pass-thru traffic. Per the City, there is 52,912 square feet of landscaping being maintained.

Los Coches Creek and Berryessa Creek

As result of the District maintenance activities, there will be a level of general benefit to pedestrians and vehicular traffic that are not associated with property in the District. As expressed by the Court in *Beutz v.*

[3] *Wolf, Kathleen L. (2010). Safe Streets – A Literature Review. In: Green Cities: Good Health (www.greenhealth.washington.edu). College of the Environment, University of Washington.*

[4] *Victoria Transport Policy Institute. (2011). Community Livability. Helping to Create Attractive, Safe, Cohesive Communities. Retrieved from http://www.vtpi.org/tdm/tdm97.htm.*

County of Riverside (2010), "*... courts of this state have long recognized that virtually all public improvement projects provide general benefits*." A route beginning or ending with a parcel within the District does not include the "general public" for purposes of determining general benefit. The landscaping improvements along the south side of Los Coches Creek and Berryessa Creek are local in nature, however even though they are intended primarily for localized access, there is some portion of pedestrian traffic that may not be accessing the adjacent properties. The landscaping improvements are located adjacent to the backyard of homes, and access is only available by walking or bicycling. There is no vehicular access to these improvements.

The Summary of Travel Trends, 2009 National Household Travel Survey (NHTS) prepared by the U.S. Department of Transportation Federal Highway Administration analyzed the number of person trips by various modes of transportations such as private vehicle, transit, walking or some other means of transportation. According to the Pacific Division data extracted from the 2009 NHTS database, of the annual 181,703 (in millions) total person trips, 21,252 (in millions) or 11.70% of those person trips were made by using walking as their mode of transportation, and 2,066 (in millions) or 1.14% of those person trips were made by bicycling[5].

According to the U.S. Census Bureau (2010), the average household size in the City is 3.34 persons[6]. Based on this average household size, and considering there are 98 residential units within the District, there are approximately 327 people residing within the District boundaries. There are an estimated 163 residential units in close proximity, but outside of the District boundaries. Based on the City's average household size, there are approximately 544 persons residing outside of the District boundaries, but have access to the landscaping improvements.

Community	Estimated Number of Residential Units	Estimated Number of Persons(1)
District	98	327
Sundrop Subdivision	83	277
Sinclair Renaissance Subdivision	80	267
Total Residential Population	**261**	**871**

(1) *U.S. Census Bureau (2010) average household size in the City is 3.34 persons.*[7]

In order to determine the estimated total number of persons who are within close proximity to the landscaping improvements, and would utilize walking or bicycling as their mode of transportation, we applied the 12.84% (11.70% walking, 1.14% bicycling) of person trips reported from the NHTS Pacific Division study, to the total nearby residential population (871). There are approximately 112 people within close proximity of the District that utilize walking or bicycling as their mode of transportation.

In order to determine the portion of the 112 persons that reside within the District, we applied the 2009 NHTS walking trip percentage (12.84%) to the District population (327). Approximately 42 people within the

[5] *U.S Department of Transportation. Federal Highway Administration. (2011). Summary of Travel Trends: 2009 National Household Travel Survey. (Report No. FHWA-PL-11-022). Retrieved from http://nhts.ornl.gov*

[6] *U.S. Census Bureau. (2010). Profile of General Population and Housing Characteristics: 2010, 2010 Demographic Profile Data. Milpitas, C.A. Retrieved March 23, 2015, http://quickf acts.census.gov/qf d/states/06/0647766.html*

[7] *Ibid.*

District boundaries use walking or bicycling as their primary mode of transportation. Therefore, the total surrounding neighborhood area population, located outside of the District boundaries, but in close proximity the landscaping improvements, that uses walking or bicycling as their primary mode of transportation is estimated to be 70 people.

Community	Estimated Number of Persons
District	42
Sundrop Subdivision	36
Sinclair Renaissance Subdivision	34
Walking or Bicycling Population	**112**

In order to obtain a better picture of the overall level of general benefit provided by the landscaping improvements, the pedestrian traffic that utilizes walking or bicycling as the mode of transportation that will seek out and use the District improvements, but live outside of the District, must be considered. The 2009 NHTS further details the purposes of the reported walking (21,252 in millions) and bicycling (2,066 in millions) trips; based on the property types people entering the District would most likely do so for social or recreational activities.

The following details the number of walking and bicycling trips, based on the 2009 NHTS study, for each of the activities that are the most likely reasons people outside of the District would use the landscaping improvements:

Trip Purpose	Number of Walking or Bicycling Trips (in millions)
Social/Recreational	6,442
Total	**6,442**

Of the total number of walking and bicycling trips reported, 6,442 (in millions) or 27.63% are for purposes that persons outside of the District may use the landscaping improvements. Applying this percentage (27.63%) to the number of people walking or bicycling as their mode of transportation and that reside outside of the District (70), there are approximately 19 people (general benefit) that may use the landscaping improvements, but do not reside within the District. Taking the 19 people that may walk or bicycle, but reside outside of the District, divided by total residential population with access to the landscaping improvements (871), the estimated percentage of persons, engaging in what is considered general benefit because they do not reside within the District, represents 2.21%.

Los Coches Street and Sinclair Frontage Road

The City does not have a study showing traffic volume along Los Coches Street and Sinclair Frontage Road along the District boundaries. The portion of the maintained landscaping that is located along Los Coches Street and Sinclair Frontage Road provides some general benefit to pass-through traffic. Before the determination and allocation of the percentage of special and general benefit for the District can be made, the estimated pass-through traffic must be computed. The pass-through trips are vehicles driving along the

maintained streets within the District for a portion of their trips, but not living or conducting business in the District and benefiting from the landscaping improvements in place.

The Sundrop and Sinclair Renaissance residential communities are located directly across the street and next to the District, and vehicles entering and/or exiting these communities in all likelihood are passing by a portion of the landscaping improvements for a portion of their trip. In lieu of having a study that identifies the pass-through traffic, the estimated number of trips generated for each community has been calculated based on the number of units and average number of trips per dwelling unit.

Community	Number of Residential Units(1)	Estimated Number of Daily Vehicle Trips(2)	% of Total Daily Vehicle Trips(3)
District	98	933.0	44.34%
Sundrop Subdivision	83	790.2	37.56%
Sinclair Renaissance Subdivision	80	380.8	18.10%
Total	**261**	**2,104.0**	**100.00%**

(1) Number of Residential Units is from the City's Approved Projects map.[8]

(2) Per the ITE Trip Generation Report a single family residence generates an average of 9.52 trips per dwelling unit.[9]

(3) Number of daily trips has been reduced by 50% to account for vehicles entering and exiting the community from the opposite direction on Sinclair Frontage Road, and not driving along the portion of Los Coches Street and Sinclair Frontage Road with landscaping improvements maintained by the District.

As detailed above, based on the average number of daily vehicle trips generated for the communities in close proximity to the District, 1,171 (55.66%) are generated by residential units located outside of the District (general benefit).

All Locations and Landscaping Improvements – Residential Pass-thru Benefit

The general benefit percentages determined in the previous sections for Los Coches Creek and Berryessa Creek (2.21%) and Los Coches Street and Sinclair Frontage Road (55.66%) were then applied to each corresponding location with landscaping improvements. The landscaping square footage being maintained by the District was provided by the City's Public Works Department. The general benefit percentage for each street type was multiplied by the total square footage being maintained for such street. The general benefit square footage was summed for all street segments and divided into the total square footage of all landscaping maintenance. The result is the combined general benefit percentage. The following table details this calculation.

Street Name	Total Square Footage	General Benefit Percentage	General Benefit Square Footage
Los Coches Creek	4,572	2.21%	101
Berryessa Creek	21,025	2.21%	465
Los Coches Street	24,747	55.66%	13,773
Sinclair Frontage	2,568	55.66%	1,429
Totals:	**52,912**		**15,768**
Landscaping General Benefit			**29.80%**

[8] City of Milpitas. (2013). Approved Development Projects. Retrieved from http://www.ci.milpitas.ca.gov/government/planning/proj_approved.asp

[9] Trip Generation, 9th Edition: An Informational Report of the Institute of Transportation Engineers. (2012). Washington, DC: Institute of Transportation Engineers.

Based on the above calculations, the general benefit portion of the improved aesthetics and increased safety resulting from the landscaping improvements is estimated to be 29.80%.

Public at Large General Benefit

Given the location and nature of the improvements, it is very unlikely the public at large would seek out or use the landscaping improvements within the District. In addition, there are more direct routes to access the industrial complexes/businesses located to the south of the District than the 2 lane Los Coches Street and Sinclair Frontage Road. Nevertheless, it is perceivable that members of the public at large may pass-thru a portion of the landscaping improvements, even if it's lost or leisure traffic. As such, general benefit of 2.00% has been assigned for the landscaping improvements to the public at large.

4.4.1 COLLECTIVE DISTRICT-WIDE GENERAL BENEFIT

Since the District is comprised of improved aesthetics and increased safety benefits resulting from the collective landscaping improvements, the activity of both pedestrians and vehicles, and the public at large must be addressed in a collective form rather than independently. The sum of the calculated general benefits is the total general benefit related to all pass-thru traffic. This general benefit result is provided in the table below:

Residential Pass-thru General Benefit	29.80%
Public at Large General Benefit	2.00%
Total General Benefit	**31.80%**

The general benefit, which is the percentage of the total budget that must be funded through sources other than assessments, is 31.80%. The special benefit then, which is the percentage of the budget that may be funded by assessments, is 68.20%.

5. METHOD OF ASSESSMENT

5.1 Method of Assessment Spread

All parcels in the District on which residential dwellings will be constructed specially benefit from the improvements to an equivalent extent. These parcels are therefore assessed on a per lot basis for the maintenance and operation of the District, including incidentals and appurtenances, and will include all the costs of maintenance and/or operating the improvements. As outlined in Section 4, the total amount of general benefit from the improvements is determined to be 31.80%.

The preliminary maximum assessment rate for Fiscal Year 2025/26 is $591.00. The actual assessment rate levied on each taxable parcel for Fiscal Year 2025/26 is $538.41.

Each year the maximum assessment rate shall be increased by the percentage change from April 1st of the prior year to April 1st of the current year by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Indexes, Pacific Cities and U.S. City Average, San Francisco-Oakland-Hayward. The April 1, 2025 CPI was not available at the time of writing of this report. For purposes of this report, the CPI increase was estimated by using the February 1, 2025 CPI.

5.2 Maximum Assessment Rates

The following table provides the historical maximum assessment rates for Fiscal Year 2000/01 through the current fiscal year:

Fiscal Year	CPI	Percentage Increase[1]	Maximum Rate
2000/01	178.7	N/A	$292.803
2001/02	189.1	5.82%	309.844
2002/03	193.0	2.06%	316.234
2003/04	197.3	2.23%	323.280
2004/05	198.3	0.51%	324.918
2005/06	202.5	2.12%	331.800
2006/07	208.9	3.16%	342.286
2007/08	215.842	3.32%	353.661
2008/09	222.074	2.89%	363.872
2009/10	223.854	0.80%	366.789
2010/11	227.697	1.72%	373.086
2011/12	234.121	2.82%	383.611
2012/13	238.985	2.08%	391.581
2013/14	244.675	2.38%	400.904
2014/15	251.495	2.79%	412.079
2015/16	257.622	2.44%	422.118
2016/17	264.565	2.70%	433.494
2017/18	274.589	3.79%	449.919
2018/19	283.422	3.22%	464.392
2019/20	294.801	4.01%	483.037
2020/21	298.074	1.11%	488.400
2021/22	309.419	3.81%	506.988
2022/23	324.878	5.00%	532.318
2023/24	338.496	4.19%	554.632
2024/25	351.247	3.77%	575.524
2025/26	354.432	2.69%[2]	591.000

[1] *Percentage increase from April 1 of the prior year to April 1 of the current year in the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index, Pacific Cities and US City Average, San Francisco-Oakland-Hayward.*

[2] *The April 1, 2025 CPI was not available at the time of writing of this report. The Fiscal Year 2025/26 CPI increase was estimated using the February 1, 2025 CPI.*

5.3 Appeals

Any property owner who feels that the amount of their assessment is in error as a result of incorrect information being used to apply the foregoing method of spread, may file an appeal with the Finance Director of the City. Any such appeal is limited to correction of an assessment during the current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the Finance Director shall promptly review the information provided by the property owner and if he/she finds that the assessment should be modified, he/she shall have the authority to make the appropriate changes in the assessment roll. If any such changes are provided after the assessment roll has been filed with the County for collection, the Finance Director is authorized to refund to the property owner the amount of any approved reduction.

6. ASSESSMENT DIAGRAM

The following page provides a copy of the assessment diagram of the District.

7. ASSESSMENT ROLL

Assessor's parcel identification, for each lot or parcel within the District, shall be based on the Santa Clara County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of assessor's parcels assessed within the District for Fiscal Year 2025/26, along with the assessment amounts, is on file in the office of the City Clerk and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the Santa Clara County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the assessment amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS, APPROVING THE ANNUAL REPORT FOR THE LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 98-1 FOR FISCAL YEAR 2025/26

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the Landscaping and Lighting Maintenance Assessment District 98-1 (the "Assessment District"); and

WHEREAS, the City of Milpitas has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and the preparation and filing of and the report required pursuant to Section 22622 of the Act (the "Annual Report"); and

WHEREAS, the City Council has, by previous resolution, ordered NBS to prepare and file such Annual Report;

WHEREAS, NBS has prepared and filed such Annual Report with the City Clerk;

WHEREAS, all statutory and otherwise required prerequisites for the adoption of the Annual Report have occurred, including as specified in the Act.

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. **Approval of Report:** The City Council hereby approves the Annual Report for the Assessment District concerning the levy of assessments as submitted by NBS for the fiscal year commencing July 1, 2025 and ending June 30, 2026.

3. The Assessment District exterior boundaries are as shown by a map filed in the office of the City Clerk, which map is made a part hereof by this reference.

PASSED AND ADOPTED this ____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Carmen Montano, Mayor

APPROVED AS TO FORM:

_____
Christopher Creech, Acting City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 98-1 FOR FISCAL YEAR 2025/26

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the Landscaping and Lighting Maintenance Assessment District No. 98-1 (the "Assessment District"); and

WHEREAS, the City of Milpitas has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and the preparation and filing of the report required pursuant to Section 22622 of the Act (the "Annual Report");

WHEREAS, the City Council adopted a Resolution approving the Annual Report for the Assessment District for Fiscal Year 2025/26;

WHEREAS, all statutory and otherwise required prerequisites for the issuance of a notice of intent to levy and collect assessments within the Assessment District have been met, including as specified in the Act.

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. **Intention:** The City Council hereby declares its intention to levy and collect assessments within the Assessment District to pay the costs of the Improvements for the fiscal year commencing July 1, 2025 and ending June 30, 2026. The City Council finds that the public's best interest requires such action.

3. **Improvements:** The improvements within the Assessment District include, but are not limited to: operating, maintaining and servicing of all public landscaping improvements, consisting of landscaping and grass. Operating, maintaining and servicing costs include, but are not limited to: personnel, materials, electrical energy and water. Services provided include all necessary service, operations, administration, and maintenance required to keep the improvements in a healthy, vigorous, and satisfactory condition. A project renovating the landscape and irrigation improvements in the Assessment District was initiated in Fiscal Year 2021/22 and will be completed in Fiscal Year 2025/26.

4. **Assessment District Boundaries:** The boundaries of the Assessment District are as shown by the assessment diagram filed in the offices of the City Clerk, which map is made a part hereof by reference.

5. **Annual Report:** Reference is made to the Annual Report prepared by NBS, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District and the zones therein, and the proposed assessments upon assessable lots and parcels of land within the Assessment District.

6. **Notice of Public Hearing:** The City Council hereby declares its intention to conduct a public hearing concerning the levy of assessments in accordance with Section 22629 of the Act. All objections to the assessment, if any, will be considered by the City Council. The public hearing will be held on **Tuesday, June 3, 2025 at 7:00 pm** or as soon thereafter as is feasible in the meeting place of the City Council located at 455 E. Calaveras Boulevard, Milpitas, CA 95035. The City Council further orders the City Clerk to publish notice of this resolution in accordance with Section 22626(a) of the Act.

7. **Increase of Assessment:** The maximum assessment is not proposed to increase from the previous year above that was previously approved by the property owners (as "increased assessment" is defined in Section 54954.6 of the Government Code).

PASSED AND ADOPTED this ____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Carmen Montano, Mayor

APPROVED AS TO FORM:

_____
Christopher Creech, Acting City Attorney

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve and Authorize the City Manager to Execute An Amended and Restated Master Funding Agreement between the City of Milpitas and the Santa Clara Valley Transportation Authority for Bike and Pedestrian Outreach, CIP No. 4306 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	5/6/2025
Recommendation:	Approve and authorize the City Manager to execute an Amended and Restated Master Funding Agreement between the City of Milpitas and the Santa Clara Valley Transportation Authority for Bike and Pedestrian Outreach, CIP No. 4306.

BACKGROUND:

In November 2016, Santa Clara County voters approved the 2016 Measure B ballot measure, a 30-year half-cent countywide sales tax to enhance transit, highways, expressways and active transportation programs for bicycles and pedestrians. The Santa Clara Valley Transportation Authority (VTA) established the 2016 Measure B Program (Program) and adopted program category guidelines. Under the Program, the Bike and Pedestrian Education and Encouragement category covers activities and the development of material for distribution that are designed and intended to satisfy the following goals:

1. Promote, educate, and/or encourage safe walking or bicycling for residents or visitors of every age and ability
2. Communicate to residents and visitors the benefits of walking and bicycling
3. Communicate to school children, residents, and visitors the rights and responsibilities of pedestrians, bicyclists, and motorists

The City is eligible to receive annual funding to conduct bike and pedestrian education and encouragement activities with funds distributed through a population-based formula. The funds may only be used for bicycle and pedestrian education and promotional activities and may not be used for construction projects or other purposes. To receive this funding, the City was required to enter into a Master Funding Agreement with VTA to ensure funds are spent on allowable activities. On June 1, 2021, the City Council approved a Master Funding Agreement with VTA for the 2016 Measure B – Bike and Pedestrian Education and Encouragement Program (Attachment 1). In addition, the City Council approved the creation of Bike and Pedestrian Outreach, CIP No. 4306 (Project) in the Capital Improvement Program. The Project provides for public outreach activities to promote, educate and encourage bicycling and walking in support of the circulation policy goals of the City's 2040 General Plan and Trail, Pedestrian and Bicycle Master Plan.

ANALYSIS:

The City has received $177,670.96 to date through the Program, which has funded the completion of a community survey related to the City Safe Route to Schools Program and updating the Bike and Pedestrian Map, creation of bike education and encouragement videos, and various community outreach efforts at select City events. The City is eligible to receive approximately $50,000 annually to continue the City's effort to encourage the use of bicycles and walking for transportation rather than motorized vehicles.

The Agreement is set to expire on June 30, 2025, with both VTA and the City desiring to amend the Master Funding Agreement, extending the term to March 31, 2047, when Measure B sunsets. Staff recommends the City Council approve and authorize the City Manager to execute Amendment No. 1 to the Master Funding Agreement with VTA (Attachment 2). Pursuant to Section I-4-3.01 of the Milpitas Municipal Code, contract

amendments that extend the term of a contract for more than twelve (12) consecutive months past the last Council-approved expiration date must be approved by the City Council.

In addition to the extension of time, the VTA over the past several months has engaged with all of the various cities who receive this funding about programmatic updates and has incorporated those updates into the currently proposed Amended and Restated Master Funding Agreement. Changes include additional reporting and audit requirements, greater discretionary review by VTA for funding requests, changes in the maximum funding allocation methodology used for all recipients, and a requirement to carry insurance. Ultimately this agreement is a condition precedent to continuing to receive this funding.

Staff recommends that the City Council approve and authorize the City Manager to execute the proposed Amended and Restated Master Funding Agreement with VTA (Attachment 2).

POLICY ALTERNATIVE(S):

Alternative: Do not approve Amendment No. 1 to the Master Funding Agreement with VTA.

Pros: None

Cons: The City will be unable to continue its effort to encourage the use of bicycles and walking as transportation modalities without resorting to other funding sources.

Reason for Not Recommending: The City General Plan requires the promotion and encouragement of alternative modes of transportation such as the use of bicycles and walking to support the City's circulation policy goals. The receipt and use of the Measure B funding to promote these transportation activities supports the General Plan.

FISCAL IMPACT:
The approval of Amendment No. 1 of the Funding Agreement with VTA is required to receive approximately $50,000 in annual 2016 Measure B – Bike and Pedestrian Education and Encouragement Program Funding that will be allocated into the Bike and Pedestrian Outreach, CIP No. 4306.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378. The action is also a fiscal activity of the City government or an action to continue 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:
Approve and authorize the City Manager to execute an Amended and Restated Master Funding Agreement between the City of Milpitas and the Santa Clara Valley Transportation Authority for the Bike and Pedestrian Outreach, CIP No. 4306.

ATTACHMENT(S):
(a) Current Master Funding Agreement
(b) Amended and Restated Master Funding Agreement Proposal

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FUNDING AGREEMENT
BETWEEN
THE CITY OF MILPITAS
AND
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
FOR
2016 MEASURE B BICYCLE & PEDESTRIAN EDUCATION AND ENCOURAGEMENT PROGRAM

THIS AGREEMENT ("AGREEMENT") is between the CITY OF MILPITAS, referred to herein as "RECIPIENT", and the SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, referred to herein as "VTA". Hereinafter, RECIPIENT and VTA may be individually referred to as "PARTY" or collectively referred to as "PARTIES".

I. RECITALS

1. 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

2. 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

3. 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

4. Whereas, the PROGRAM includes a Bicycle & Pedestrian program category ("BIKE/PED CATEGORY") to fund bicycle and pedestrian projects and educational programs; and

5. Whereas, the BIKE/PED CATEGORY consists of three sub-categories, including the education & encouragement program ("BIKE/PED E&E PROGRAM");

6. Whereas, the duration of 2016 MEASURE B will be 30 years from the initial year of collection, beginning April 1, 2017, and continuing through March 31, 2047; and

7. Whereas, VTA and RECIPIENT desire to specify herein the terms and conditions under which the BIKE/PED E&E PROGRAM funds will be administered to RECIPIENT by VTA as directed by the VTA Board of Directors.

NOW, THEREFORE, the PARTIES agree as follows:

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II. AGREEMENT

1. BIKE/PED E&E PROGRAM CATEGORY

The BIKE/PED E&E PROGRAM covers activities and the development and distribution of materials that are designed and intended to satisfy the following goals within the RECIPIENT'S jurisdiction: (i) promote, educate, and/or encourage safe walking or bicycling for residents or visitors of every age and ability; (ii) communicate to residents and visitors the benefits of walking and bicycling; and (iii) communicate to school children, residents, and visitors the rights and responsibilities of pedestrians, bicyclists, and motorists.

2. TERM OF AGREEMENT

The term of this AGREEMENT will commence on July 1, 2021, and continue until (i) June 30, 2023, or (ii) until all BIKE/PED E&E PROGRAM funds allocated to RECIPIENT through June 30, 2023, under this AGREEMENT have been expended entirely, whichever occurs later.

At VTA's sole option, VTA may extend the term of this AGREEMENT for one 2-year period as follows:

Option Period 1: July 1, 2023, through June 30, 2025, or until all BIKE/PED E&E PROGRAM funds allocated to RECIPIENT through June 30, 2025, under this AGREEMENT have been expended entirely, whichever occurs later.

VTA may exercise these options by providing written notice to RECIPIENT at least 30 days prior to the expiration of the then-current term.

3. ELIGIBLE USE OF FUNDS

RECIPIENT must use RECIPIENT's allocated BIKE/PED E&E PROGRAM funds for only the following activities/projects (each, an "E&E PROJECT"); provided, however, that RECIPIENT must obtain VTA's prior written approval for such E&E PROJECT (VTA approval must be given by the person identified below in Section 8(d), or his/her designee):

a. Organization and implementation of K-12 Safe Routes to Schools programs and activities.
b. Organization and implementation of Vision Zero programs. "Vision Zero" is defined by the Vision Zero Network Campaign as the "Strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all", which definition is adopted herein for purposes of this AGREEMENT.
c. Organization and implementation of open streets events. "Open streets events" are defined by the Open Streets Project (an advocacy project and collaboration between 8 80 Cities and Street Plans) as "Programs that temporarily open streets to people by closing them to cars", which definition is adopted herein for purposes of this AGREEMENT.
d. Creation and implementation of marketing to encourage mode shift towards active transportation.
e. Development and distribution of maps that promote places to walk or bike.
f. Education of walking and bicycling skills to adults and children.

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g. Working with law enforcement officials to ensure common understanding and consistent application among law enforcement officials of traffic laws related to biking and walking.
h. Organization and implementation of broad or targeted safety campaigns to promote safe driving, walking, and bicycling behavior.*
i. Creation and distribution of marketing materials to encourage safe walking, biking, and driving.*
j. Purchase and distribution of bicycle helmets, lights, reflective vests, or other bicycle/pedestrian safety equipment to be used in education/encouragement activities.
k. Purchase and distribution of incentives for education/encouragement activities.
l. Organization and implementation of crosswalk stings or other activities that educate roadway users on traffic laws. Crosswalk stings are activities conducted by law enforcement to educate the public about crosswalk right of way laws that may or may not include citations.
m. Organization and implementation of special community events focused on achieving the BIKE/PED E&E PROGRAM goals described in Section 1. BIKE/PED E&E PROGRAM CATEGORY, such as community rides or walks.
n. Energizer stations and other Bike to Work Day activities.
o. Implementation of valet bicycle parking.
p. Community-based bicycle/pedestrian surveys of facilities and surrounding areas to learn, observe, and identify bicycle and pedestrian hot spots.
q. Any other program or activity approved by VTA in writing.

*Any safety campaign or public service announcement targeted to motorists must focus on safe, responsible, and respectful motorist interactions with pedestrians and bicyclists.

RECIPIENT is permitted to use the BIKE/PED E&E PROGRAM funds allocated hereunder for direct costs and staff time costs incurred by RECIPIENT to support E&E PROJECTS. RECIPIENT is permitted to use the BIKE/PED E&E PROGRAM funds allocated hereunder for the costs incurred for evaluation of the E&E PROJECTS (as required under Section 4. EVALUATION REQUIREMENTS).

Notwithstanding any other provision of this AGREEMENT, RECIPIENT is not permitted to use BIKE/PED E&E PROGRAM funds allocated hereunder for capital improvements.

E&E PROJECTS may be targeted and limited to specific demographics (e.g. school children, seniors, people with disabilities, etc.), to the extent not prohibited by applicable law.

Only BIKE/PED E&E PROGRAM costs incurred by RECIPIENT on or after July 1, 2021, will be eligible for reimbursement.

4. EVALUATION REQUIREMENTS

RECIPIENT must identify (i) the project reach and scale of each E&E PROJECT and (ii) one or more metric(s) that will be measured to evaluate whether the goal is achieved. The frequency and schedule of each E&E PROJECT evaluation must also be identified by RECIPIENT and approved by VTA.

Examples of acceptable metrics are set forth in Attachment A.

5. MAXIMUM FUNDING ALLOCATIONS

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a. RECIPIENT's maximum funding allocation for each fiscal year, starting July 1, 2017, will be based upon the VTA Board of Directors Adopted Biennial Budget for the BIKE/PED E&E PROGRAM and the annual fund distribution formula described below.

b. The BIKE/PED E&E PROGRAM annual fund distribution formula is calculated every two fiscal years (in line with VTA's budget cycle; a fiscal year begins July 1 and ends June 30) and is based on the following:

i. First, at the same time that VTA plans and finalizes its budget for the two upcoming fiscal years, the VTA Board of Directors determines the allocation of 2016 MEASURE B funds for the two upcoming fiscal years.

ii. Second, the VTA Board of Directors determines the amount of 2016 MEASURE B funds to be allocated amongst the PROGRAM categories and subcategories, including the BIKE/PED E&E PROGRAM category.

iii. Third, each city's percentage share ("CITY PERCENTAGE SHARE") and the County of Santa Clara's percentage share ("SCC PERCENTAGE SHARE") of the total population of Santa Clara County, California (including unincorporated areas) (according to the then most current California Department of Finance's annual population estimates (Report E-1, or any successor report)) ("TOTAL SCC POP") is calculated by dividing the city's or County of Santa Clara's (as applicable) total population by the total population of all of Santa Clara County and multiplying the result by 100.

iv. Fourth, an allocation is made to VTA and the County of Santa Clara for countywide (with respect to Santa Clara County) BIKE/PED E&E PROGRAM activities ("COUNTYWIDE ACTIVITIES").

v. Fifth, the 2016 MEASURE B funds remaining for the BIKE/PED E&E PROGRAM category allocation are calculated by deducting the amount allocated for COUNTYWIDE ACTIVITIES in (iv) immediately above from the total BIKE/PED E&E PROGRAM category allocation ("REMAINING FUNDS").

vi. Sixth, each CITY PERCENTAGE SHARE is multiplied by the REMAINING FUNDS to determine the dollar amount that would be allocated to each city based on their CITY PERCENTAGE SHARE; however, no allocation is yet made at this step. Cities that would receive less than $10,000 as a result of the calculation described in this section (vi) will be identified ("LOW POP CITIES").

vii. Seventh, each city is allocated $10,000 ("10K ALLOCATIONS"). LOW POP CITIES will not be allocated any additional funds beyond the 10K ALLOCATIONS made to each city as described in this section (vii).

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viii. Eighth, the modified REMAINING FUNDS are calculated by subtracting the cumulative total of all 10K ALLOCATIONS from the REMAINING FUNDS ("MOD REMAINING FUNDS").

ix. Ninth, a modified Santa Clara County population is calculated by deducting the cumulative populations attributed to the County of Santa Clara (unincorporated areas of Santa Clara County) and all LOW POP CITIES from the TOTAL SCC POP ("MODIFIED POPULATION").

x. Tenth, a modified population percentage share ("MOD CITY PERCENTAGE SHARE") is calculated for all cities that are not LOW POP CITIES ("NON-LOW POP CITIES") by dividing the NON-LOW POP CITY's total population by the MODIFIED POPULATION and multiplying the result by 100.

xi. Eleventh, each NON-LOW POP CITY's MOD CITY PERCENTAGE SHARE is multiplied by the MOD REMAINING FUNDS to calculate the NON-LOW POP CITY's additional allocation of 2016 MEASURE B funds for the BIKE/PED E&E PROGRAM category. This allocation will be made in addition to the 10K ALLOCATION described above.

c. RECIPIENT's allocations are subject to change based on variations in annual population and actual 2016 MEASURE B receipts for prior fiscal years.

d. BIKE/PED E&E PROGRAM allocations may remain unspent for a maximum of three fiscal years, provided that (i) RECIPIENT provides VTA with a satisfactory explanation for why the allocation is not being spent and (ii) VTA provides RECIPIENT with written approval for such explanation. At the end of the fourth fiscal year, allocations that were unspent for all four fiscal years will be returned by VTA to the pool of 2016 MEASURE B funds allocated to the BIKE/PED E&E PROGRAM category for redistribution in the next allocation cycle pursuant to the formula above.

e. All funds will be available to RECIPIENT on a reimbursement basis only.

6. VTA's OBLIGATIONS

VTA will:

a. Annually update the BIKE/PED E&E PROGRAM formula to reflect the most current populations based on the California Department of Finance's annual population estimates (Report E-1, or any successor report). VTA shall use the updated BIKE/PED E&E PROGRAM allocation formula in the allocations beginning July 1 immediately following each VTA budget cycle.

b. Annually report to the public the amount of BIKE/PED E&E PROGRAM revenues allocated and distributed to RECIPIENT.

c. Annually report to the public a summary of E&E PROJECT evaluation metrics submitted by RECIPIENT, as required in Section 4. EVALUATION REQUIREMENTS.

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d. Conduct an assessment regarding the effectiveness of the BIKE/PED E&E PROGRAM using approved metrics and data provided by RECIPIENT (pursuant to Section 4. EVALUATION REQUIREMENTS) related to RECIPIENT's E&E PROJECT(s).

e. Biennially, or however frequently as VTA determines is appropriate based upon the number of ongoing E&E PROJECTs, report to the public the effectiveness of the BIKE/PED E&E PROGRAM based on the assessment described immediately above in Section 6(d).

f. Remit the amount due to the RECIPIENT under an invoice within thirty (30) calendar days of receipt of a complete and proper, fully documented invoice complying with the requirements set forth herein.

7. RECIPIENT's OBLIGATIONS

RECIPIENT will:

a. Ensure that all 2016 MEASURE B funds are expended on only allowable BIKE/PED E&E PROGRAM expenditures as described above in Section 3. ELIGIBLE USE OF FUNDS.

b. Annually complete and submit to VTA, by October 1st of each year, RECIPIENT's proposed work program for the BIKE/PED E&E PROGRAM, in which RECIPIENT will set forth proposed E&E PROJECTS, and develop all such E&E PROJECTS that are approved by VTA as eligible. RECIPIENT's proposed metrics and frequency of E&E PROJECT evaluation must be included with the proposed work program (see Section 4. EVALUATION REQUIREMENTS); VTA must provide approval of these proposed metrics and the frequency of evaluation.

c. Annually submit to VTA, by October 1st of each year, a summary of the prior fiscal year's completed E&E PROJECTS.

d. Submit to VTA, on a frequency as approved by VTA, the evaluation of the completed E&E PROJECT pursuant to Section 4. EVALUATION REQUIREMENTS.

e. If applicable, annually submit to VTA, by October 1st of each year, an explanation of why no BIKE/PED E&E PROGRAM funds are planned for expenditure during the upcoming fiscal year.

f. Annually complete and submit to VTA, by October 1st of each year, any accompanying reporting requirements for the BIKE/PED E&E PROGRAM.

g. Submit to VTA all records including contractors' invoices, miscellaneous invoices, and force account charges as substantiation for invoices submitted to VTA for reimbursement hereunder.

h. Maintain financial records, books, documents, papers, accounting records, and other evidence pertaining to costs related to this AGREEMENT for five (5) years. RECIPIENT shall make such records available to VTA upon VTA's written request for review and audit purposes. Financial audits will be performed at VTA's sole discretion.

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i. Submit invoices to VTA, no more frequently than monthly, for reimbursement of eligible E&E PROJECT costs (see Section 3. ELIGIBLE USE OF FUNDS). RECIPIENT must submit invoices within one year of the date RECIPIENT incurs the cost submitted on the invoice for reimbursement (unless otherwise approved by VTA in writing).

8. GENERAL TERMS AND CONDITIONS

a. **Indemnity.** Neither VTA nor any officer or employee thereof will be responsible for any damage or liability arising out of or relating to RECIPIENT's acts or omissions under or in connection with any work, authority, or jurisdiction associated with this AGREEMENT. RECIPIENT shall fully defend, indemnify, and save harmless VTA from any liability imposed for injury (as defined by California Government Code §810.8) arising out of or relating to RECIPIENT's acts or omissions under or in connection with any work, authority, or jurisdiction delegated to RECIPIENT under this AGREEMENT. This provision will survive the termination or expiration of this AGREEMENT.

b. **Amendment.** 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.

c. **Entire Agreement.** This AGREEMENT contains the entire understanding between VTA and RECIPIENT relating to the subject matter hereof. This AGREEMENT supersedes any and all other agreements which may have existed between the PARTIES, whether oral or written, relating to the subject matter hereof. This AGREEMENT is binding upon each PARTY, their legal representatives, and successors for the duration of the AGREEMENT.

d. **Notices.** Any notice which may be required under this AGREEMENT must be in writing, will be effective when received, and must be given by personal service or certified mail to the individuals at the addresses set forth below, or to such other address which may be specified in writing by the PARTIES hereto.

VTA:
Marcella Rensi
Deputy Director, Grants & Allocations
Santa Clara Valley Transportation Authority
3331 N First Street
San Jose, CA 95134
Email: marcella.rensi@vta.org

RECIPIENT:
Charmaine Zamora
Public Information Officer
City of Milpitas
455 E. Calaveras Boulevard
Milpitas, CA 95035
Email: czamora@ci.milpitas.ca.gov

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Written notification to the other PARTY must be provided, in advance, for changes in the name or address of the individuals identified above.

The individual identified above for RECIPIENT is RECIPIENT's BIKE/PED E&E PROGRAM liaison ("LIAISON"). The LIAISON will be (i) the liaison to VTA pertaining to implementation of this AGREEMENT and (ii) the contact for information about the BIKE/PED E&E PROGRAM and E&E PROJECTS.

e. **Representation of Authority.** 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.

f. **No Waiver.** The failure of either PARTY to insist upon the strict performance of any of the terms, covenants and conditions of this AGREEMENT will not be deemed a waiver of any right or remedy that either PARTY may have, and will not be deemed a waiver of either PARTY's right to require strict performance of all of the terms, covenants, and conditions hereunder.

g. **Dispute Resolution.** If a question or allegation arises regarding (i) interpretation of this AGREEMENT or its performance, or (ii) 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, may be pursued by mutual agreement. It is the intent of the PARTIES to the greatest extent possible to avoid litigation as a method of dispute resolution.

h. **Severability.** If any of the provisions of this AGREEMENT (or portions or applications thereof) are held to be unenforceable or invalid by any court of competent jurisdiction, VTA and RECIPIENT shall negotiate an equitable adjustment in the provisions this AGREEMENT with a view toward effecting the purpose of this AGREEMENT, and the validity and enforceability of the remaining provisions or portions or applications thereof will not be affected thereby.

i. **Governing Law.** The laws of the State of California will govern this AGREEMENT, as well as any claim that might arise between RECIPIENT and VTA, without regard to conflict of law provisions.

j. **Venue.** Any lawsuit or legal action arising from this AGREEMENT must be commenced and prosecuted in the courts of Santa Clara County, California. RECIPIENT agrees to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.

Signatures of PARTIES on following page.

IN WITNESS WHEREOF, VTA and RECIPIENT have executed this AGREEMENT as of the last date set forth below.

Santa Clara Valley Transportation Authority

DocuSigned by:
Evelynn Tran
B990C5823D324E4...

Evelynn Tran
General Counsel and Interim GM/CEO

6/28/2021

Date

Approved as to Form

DocuSigned by:
E97ED245320343F...

Victor Pappalardo
Senior Assistant Counsel

CITY OF MILPITAS

DocuSigned by:
D9F94EEB50844F3...

Steven McHarris
City Manager

Jun-21-2021

Date

Approved as to Form

DocuSigned by:
Christopher Diaz
3286D08D07EF4B3...

Christopher Diaz
City Attorney

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ATTACHMENT A

Example Evaluation Requirement Metrics

- Project reach
    - Hypothetical Example: Online media safety campaign had 10,000 unique views, resulting in 2,000 people taking the "I will drive, walk, and bike safely and responsibly" pledge.

- Mode shift
    - Hypothetical Example: At the end of the school year, 200 bicycles were counted in the bike cage, an increase of 20% over the number of bicycles counted at the beginning of the year.

- Behavior change
    - Hypothetical Example: Individualized marketing packets were provided to 1,200 households. 200 households requested additional information. Before and after surveys showed that 5% of households that requested additional information switched to biking, walking, or taking transit more.

- Safety improvements
    - Hypothetical Example: After the crosswalk sting, motorists were observed yielding to pedestrians 8 out of 10 times, an increase of 10% over the yielding rate before the crosswalk sting. However, these rates decreased over time, suggesting that continued events or infrastructure changes are needed to permanently improve driver behavior.

- Community Engagement
    - Hypothetical Example: At the end of five Train the Trainer events, of the 25 trainees, ten agree to lead Safe Routes to School activities at their schools.

AMENDED AND RESTATED FUNDING AGREEMENT
BETWEEN
CITY OF MILPITAS
AND
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
FOR
2016 MEASURE B BICYCLE & PEDESTRIAN EDUCATION AND ENCOURAGEMENT PROGRAM

THIS AMENDED AND RESTATED FUNDING AGREEMENT ("AGREEMENT") is entered into as of the last date of signature below ("EFFECTIVE DATE") and is by and between the CITY OF MILPITAS ("RECIPIENT") and SANTA CLARA VALLEY TRANSPORTATION AUTHORITY ("VTA"). RECIPIENT and VTA may be individually referred to as "PARTY" or collectively referred to as "PARTIES."

I. RECITALS

1. Whereas, on June 24, 2016, the VTA Board of Directors ("VTA BOARD") adopted a resolution to place a ballot measure before the voters of Santa Clara County ("SCC") 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;

2. 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;

3. Whereas, on October 5, 2017, the VTA BOARD established the 2016 Measure B Program ("PROGRAM") and adopted the 2016 Measure B Program Category Guidelines ("GUIDELINES"). In addition, VTA established a program manual ("PROGRAM MANUAL"). Both the GUIDELINES and the PROGRAM MANUAL are incorporated into this Agreement by this reference and available at www.vta.org or upon request to VTA;

4. Whereas, the PROGRAM includes a Bicycle & Pedestrian program category ("BIKE/PED CATEGORY") to fund bicycle and pedestrian projects and educational programs;

5. Whereas, the BIKE/PED CATEGORY consists of three sub-categories, including the education & encouragement program ("BIKE/PED E&E PROGRAM");

6. Whereas, the duration of 2016 MEASURE B will be 30 years from the initial year of collection, beginning April 1, 2017, and continuing through March 31, 2047;

7. Whereas, the PARTIES executed a funding agreement for the BIKE/PED E&E PROGRAM funds on June 19, 2021 which expires on June 30, 2025 ("PRIOR AGREEMENT"); and

8. Whereas, the PARTIES desire to amend and restate the PRIOR AGREEMENT to, among other things, specify the terms and conditions under which VTA will administer BIKE/PED E&E PROGRAM funds allocated to VTA and RECIPIENT through the life of the PROGRAM.

NOW, THEREFORE, in consideration of the mutual promises contained in this AGREEMENT, the PARTIES agree as follows:

II. AGREEMENT

1. BIKE/PED E&E PROGRAM DEFINITION

The BIKE/PED E&E PROGRAM covers activities and the development and distribution of materials that are designed and intended to satisfy the following goals within RECIPIENT's jurisdiction: (i) promote, educate, and/or encourage safe walking or bicycling for residents or visitors of every age and ability; (ii) communicate to residents and visitors the benefits of walking and bicycling; and (iii) communicate to school children, residents, and visitors the rights and responsibilities of pedestrians, bicyclists, and motorists.

2. TERM OF AGREEMENT

The term of this AGREEMENT will commence on the EFFECTIVE DATE and continue through March 31, 2047, or until BIKE/PED E&E PROGRAM CATEGORY funds allocated to RECIPIENT have been expended entirely, whichever occurs later.

Notwithstanding the foregoing, the PARTIES may terminate this AGREEMENT pursuant to Section II, Paragraph 13.

3. ELIGIBLE USE OF FUNDS

A. RECIPIENT may use RECIPIENT's allocated BIKE/PED E&E PROGRAM funds only for activities/projects that (i) are offered/available to individuals who live, work, or attend school in RECIPIENT'S boundaries or school districts, and (ii) VTA has pre-approved in writing (each, an "E&E PROJECT"). Only VTA's AUTHORIZED REPRESENTATIVE (defined in Section II, Paragraph 15 below), or designee, has authority to approve an E&E PROJECT.

B. VTA will consider for approval the following types of activities / projects:

- **i.** Organization and implementation of K-12 Safe Routes to Schools programs and activities.
- **ii.** Organization and implementation of Vision Zero programs. "Vision Zero" is defined by the Vision Zero Network campaign as the "Strategy to eliminate all traffic fatalities and severe injuries while increasing safe, healthy, equitable mobility for all," which definition is adopted for purposes of this AGREEMENT.
- **iii.** Organization and implementation of open streets events. "Open streets events" are defined by the Open Streets Project (an advocacy project and collaboration between 8 80 Cities and Street Plans) as "Programs that temporarily open streets to people by closing them to cars," which definition is adopted for purposes of this AGREEMENT.
- **iv.** Creation and implementation of marketing to encourage mode shift towards active transportation.
- **v.** Development and distribution of maps that promote places to walk or bike.
- **vi.** Education of walking and bicycling skills to adults and children.
- **vii.** Working with law enforcement officials to ensure common understanding and consistent application among law enforcement officials of traffic laws related to biking and walking.
- **viii.** Organization and implementation of broad or targeted safety campaigns to promote safe driving, walking, and bicycling behavior.*

ix. Creation and distribution of marketing materials to encourage safe walking, biking, and driving.*

x. Purchase and distribution of bicycle helmets, lights, reflective vests, or other bicycle/pedestrian safety equipment to be used in education/encouragement activities.

xi. Purchase and distribution of incentives for education/encouragement activities.

xii. Organization and implementation of crosswalk stings or other activities that educate roadway users on traffic laws. Crosswalk stings are activities conducted by law enforcement to educate the public about crosswalk right of way laws that may or may not include citations.

xiii. Organization and implementation of special community events focused on achieving the BIKE/PED E&E PROGRAM goals described in Section II, Paragraph 1, such as community rides or walks.

xiv. Energizer stations and other Bike to Wherever Day activities.

xv. Implementation of valet bicycle parking.

xvi. Community-based bicycle/pedestrian surveys of facilities and surrounding areas to learn, observe, and identify bicycle and pedestrian hot spots.

xvii. Any other program or activity VTA pre-approves in writing.

*Any safety campaign or public service announcement targeted to motorists must focus on safe, responsible, and respectful motorist interactions with pedestrians and bicyclists.

C. RECIPIENT is permitted to use BIKE/PED E&E PROGRAM funds allocated for (i) direct costs and staff time costs incurred by RECIPIENT to support E&E PROJECTS, and (ii) costs incurred for evaluation of the E&E PROJECTS (as required under Section II, Paragraph 4).

D. Notwithstanding any other provision of this AGREEMENT, RECIPIENT is not permitted to use BIKE/PED E&E PROGRAM funds for capital improvements.

E. E&E PROJECTS may be targeted and limited to specific demographics including, but not limited to, school children, seniors, or people with disabilities to the extent not prohibited by applicable law.

F. Only BIKE/PED E&E PROGRAM costs incurred by RECIPIENT on or after July 1, 2017, will be eligible for reimbursement.

4. EVALUATION REQUIREMENTS

A. RECIPIENT must identify (i) the project reach and scale of each E&E PROJECT and (ii) one or more metric(s) that will be used to evaluate whether the goal was achieved. Examples of acceptable metrics are set forth in Attachment A, attached hereto and incorporated herein.

B. RECIPIENT must identify and obtain VTA's prior written approval of the frequency and schedule of each E&E PROJECT evaluation.

5. MAXIUMUM FUNDING ALLOCATIONS

A. RECIPIENT'S maximum funding allocation for each fiscal year (July 1st through June 30th of the following calendar year) will be based upon the VTA BOARD's Adopted Biennial Budget for the BIKE/PED E&E PROGRAM and the annual fund distribution formula described below.

B. Annual Fund Distribution Formula. The BIKE/PED E&E PROGRAM annual fund distribution formula is calculated every two fiscal years (in line with VTA's budget cycle) and is based on the following:

i. First, at the same time that VTA plans and finalizes its budget for the two upcoming fiscal years, the VTA BOARD determines the allocation of 2016 MEASURE B funds for the two upcoming fiscal years.

ii. Second, the VTA BOARD determines the amount of 2016 MEASURE B funds to be allocated amongst the PROGRAM categories and subcategories, including the BIKE/PED E&E PROGRAM CATEGORY.

iii. Third, an allocation is made to VTA and the County of Santa Clara for countywide (with respect to Santa Clara County) BIKE/PED E&E PROGRAM activities ("COUNTYWIDE ACTIVITIES"). Per the GUIDELINES, COUNTYWIDE ACTIVITIES will receive 25% of available BIKE/PED E&E POGRAM funds.

iv. Fourth, the 2016 Measure B funds remaining for the BIKE/PED E&E PROGRAM category allocation are calculated by deducting the amount allocated for COUNTYWIDE ACTIVITIES in subparagraph (iii), immediately above, from the total BIKE/PED E&E PROGRAM category allocation ("REMAINING FUNDS").

v. Fifth, VTA determines the percentage of the total population of SCC ("TOTAL SCC POP") of each city ("CITY POP") and of the unincorporated areas of SCC ("SCC UNINCORP POP") to determine allocations to each city. For purposes of these calculations, the TOTAL SCC POP includes unincorporated areas and is based on the then most current California Department of Finance's more current annual population estimates at the time of allocation determination, i.e., Report E-1, or any successor report. Each CITY POP is divided by the TOTAL SCC POP, and then the result is multiplied by 100. The result for each city is the "CITY PERCENTAGE SHARE" (for SCC, the "SCC PERCENTAGE SHARE").

vi. SIXTH, each CITY PERCENTAGE SHARE (including the SCC PERCENTAGE SHARE) is multiplied by the REMAINING FUNDS to determine the dollar amount that would be allocated to each city based on their CITY PERCENTAGE SHARE; however, no allocation is yet made at this step. Cities that would receive less than $10,000 as a result of the calculation described in Subsection (v) will be identified as low population cities ("LOW POP CITIES").

vii. Seventh, each city is allocated $10,000 ("10K ALLOCATIONS"). LOW POP CITIES will not be allocated any additional funds beyond the 10K ALLOCATIONS made to each city as described in this Subsection (vii). The minimum 10k ALLOCATIONS will continue through fiscal year 2025. Following fiscal year 2025, the minimum allocated to LOW POP CITIES will increase by $2,000 every five years. See the "LOW POP CITES ALLOCATION SCHEDULE" included in this AGREEMENT as Attachment B, attached hereto and incorporated herein.

viii. Eighth, the modified REMAINING FUNDS are calculated by subtracting the cumulative total of allocations made to LOW POP CITIES from the REMAINING FUNDS ("MOD REMAINING FUNDS").

ix. Ninth, a modified Santa Clara County population is calculated by deducting the SCC UNINCORP POP and all LOW POP CITIES from the TOTAL SCC POP ("MODIFIED POPULATION").

x. Tenth, a modified population percentage share ("MOD CITY PERCENTAGE SHARE") is calculated for all cities that are not LOW POP CITIES ("NON-LOW POP CITIES") by dividing the NON-LOW POP CITY'S total population by the MODIFIED POPULATION and multiplying the result by 100.

xi. Eleventh, each NON-LOW POP CITY'S MOD CITY PERCENTAGE SHARE is multiplied by the MOD REMAINING FUNDS to calculate each NON-LOW POP CITY's additional allocation of 2016 Measure B funds for the BIKE/PED E&E PROGRAM category. This allocation will be made in addition to the 10K ALLOCATION described above.

C. RECIPIENT's allocations are subject to change based on allocations made by the VTA BOARD pursuant to the PROGRAM.

D. BIKE/PED E&E PROGRAM allocations may be banked and remain unspent for a maximum of three fiscal years, provided that (i) RECIPIENT provides VTA with a satisfactory explanation for why the allocation is not being spent and (ii) VTA provides RECIPIENT with written approval for such explanation. In this instance, RECIPIENT must begin drawing funds during the fourth fiscal year. Following the third fiscal year of banked allocations and within the fourth fiscal year, RECIPIENT must provide to VTA the required documentation as described in Section II, Paragraph 7. In this fourth fiscal year, RECIPIENT must submit, at minimum, one invoice for funds towards an E&E PROJECT.

If RECIPIENT fails to do the above by the end of the fourth fiscal year and no funds have been spent in the past four consecutive fiscal years, then allocations will be returned by VTA to the pool of 2016 MEASURE B funds allocated to the BIKE/PED E&E PROGRAM category for redistribution in the next allocation cycle pursuant to the formula above.

E. All funds will be available to RECIPIENT on a reimbursement basis only.

6. VTA's OBLIGATIONS

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VTA will:

A. Annually report to the public the amount of BIKE/PED E&E PROGRAM revenues allocated and distributed to RECIPIENT.

B. Annually report to the public a summary of E&E PROJECT evaluation metrics submitted by RECIPIENT, as required in Section II, Paragraph 4.

C. Conduct an assessment regarding the effectiveness of the BIKE/PED E&E PROGRAM using approved metrics and data provided by RECIPIENT (pursuant to Section II, Paragraph 4) related to RECIPIENT's E&E PROJECT(s).

D. Biennially, or however frequently as VTA determines is appropriate based upon the number of ongoing E&E PROJECTs, report to the public the effectiveness of the BIKE/PED E&E PROGRAM based on the assessment described immediately above in Section II, Paragraph 6(C).

E. Remit the amount due to the RECIPIENT under an invoice within thirty (30) calendar days of receipt of a complete and proper, fully documented invoice complying with the requirements set forth herein.

7. RECIPIENT's OBLIGATIONS

RECIPIENT must:

A. Comply with 2016 Measure B reporting requirements.

B. Ensure that all 2016 MEASURE B funds are expended on allowable BIKE/PED E&E PROGRAM expenditures as described above in Section II, Paragraph 3, ELIGIBLE USE OF FUNDS.

C. Annually complete and submit to VTA, by October 1st of each year, RECIPIENT's proposed work program for the BIKE/PED E&E PROGRAM, in which RECIPIENT must set forth proposed E&E PROJECTS and develop all such E&E PROJECTS that are approved by VTA as eligible. RECIPIENT's proposed metrics and frequency of E&E PROJECT evaluation must be included with the proposed work program (see Section II, Paragraph 4); VTA must provide approval of the proposed metrics and frequency of evaluation.

D. Annually submit to VTA, by October 1st of each year, a summary of the prior fiscal year's completed E&E PROJECTS.

E. Submit to VTA, on a frequency as approved by VTA, the evaluation of the completed E&E PROJECTS pursuant to Section II, Paragraph 4.

F. If applicable, annually submit to VTA, by October 1st of each year, an explanation of why no BIKE/PED E&E PROGRAM funds are planned for expenditure during the upcoming fiscal year.

G. Annually complete and submit to VTA, by October 1st of each year, any accompanying reporting requirements for the BIKE/PED E&E PROGRAM.

H. Submit to VTA all records including contractors' invoices, miscellaneous invoices, and force account charges as substantiation for invoices submitted to VTA for reimbursement hereunder.

I. Maintain financial records, books, documents, papers, accounting records, and other evidence pertaining to costs related to this AGREEMENT for five (5) years. RECIPIENT shall make such records available to VTA upon VTA's written request for review and audit purposes. Financial audits will be performed at VTA's sole discretion.

J. Submit invoices to VTA, no more frequently than monthly, for reimbursement of eligible E&E PROJECT costs (see Section II, Paragraph 3) RECIPIENT must submit invoices within one year of the date RECIPIENT incurs the cost submitted on the invoice for reimbursement (unless otherwise approved by VTA in writing).

K. At all times during this AGREEMENT, RECIPIENT must comply with the insurance requirements and specifications of the attached Attachment C, Insurance Requirements. RECIPIENT may, in its discretion, elect to self-insure, but any such self-insurance must meet the requirements and specifications in Attachment C.

8. INDEMNIFICATION

Neither VTA nor any officer or employee thereof will be responsible for any damage or liability arising out of or relating to RECIPEINT's negligent acts or omissions, recklessness, or willful misconduct under or in connection with any work, authority, or jurisdiction associated with this AGREEMENT. Pursuant to California Government Code §895.4, RECIPIENT must fully defend, indemnify, and hold harmless VTA from all suits or actions of every name, kind, and description arising from an injury (as defined by California Government Code §810.8) arising out of or relating to RECIPEINT's negligent acts or omissions, recklessness, or willful misconduct under or in connection with any work, authority, or jurisdiction delegated to RECIPIENT under this AGREEMENT. This provision will survive the termination or expiration of this AGREEMENT.

9. INSURANCE

At all times during this Agreement, RECIPIENT must comply with the insurance requirements and specifications of Attachment C, Insurance Requirements, attached hereto and incorporated herein. RECIPIENT may, in its discretion, elect to self-insure, but any such self-insurance must meet the requirements and specifications in Attachment C.

10. ADDITIONAL INSURED AND INDEMNITY PROVISION

In any agreement executed between the RECIPIENT and a third party for purposes related in any way to the subject matter of this Agreement ("Third Party Contract"), RECIPIENT must require that VTA be named as (i) an additional insured on a primary and non-contributory basis with separation of insureds and waiver of subrogation on all policies of insurance, except when not applicable and (ii) an indemnified party in any indemnity provision contained in the Third Party Contract. Third Party Contracts must contain insurance requirements with coverages at least as broad as, and limits at least as great as, the requirements of Attachment C.

11. COMPLIANCE WITH APPLICABLE LAW

In execution of any E&E PROJECT and performance of its responsibilities set forth herein, RECIPIENT must comply with all applicable requirements of local, state, and federal law.

12. COMPLIANCE WITH 2016 MEASURE B REQUIREMENTS

A. In its performance under this AGREEMENT, RECIPIENT must comply, and must ensure E&E PROJECT compliance, with all PROGRAM requirements including, but not limited to, the GUIDELINES and PROGRAM MANUAL.

B. VTA may, in its sole discretion, make changes to the GUIDELINES and/or the PROGRAM MANUAL at any time. If VTA makes such changes, VTA will notify RECIPIENT within a reasonable time of such changes.

13. TERMINATION

A. Either PARTY may at any time terminate this Agreement by giving ten (10) business days written notice of such termination to the other PARTY. Notice must identify the effective date of such cancellation and must be provided in accordance with the terms and conditions of this AGREEMENT.

B. In the event of termination under this section, City must submit its final invoice to VTA within thirty (30) calendar days of the effective date of termination, and such invoice will be solely for ELIGIBLE COSTS RECIPIENT incurred prior to termination.

14. AUDITS AND RECORDS

A. RECIPIENT must maintain, and must require their contractors to maintain, in accordance with generally accepted accounting principles and practices, complete books, accounts, records, and data pertaining to services performed under this AGREEMENT, including the costs of contract administration. Such documentation must be supported by properly executed payrolls, invoices, contracts, and vouchers evidencing in detail the nature and propriety of any charges and must be sufficient to allow a proper audit of services. All checks, payrolls, invoices, contracts, and other accounting documents pertaining in whole or in part to the services must be clearly identified and readily accessible.

B. For the duration of the AGREEMENT, and for a period of five years after final payment, each PARTY and its representatives must have access during normal business hours to any books, accounts, records, data, and other relevant documents ("RECORDS") of the other PARTY that are pertinent to this AGREEMENT for audits, examinations, excerpts, and transactions. The other PARTY must furnish copies of the RECORDS upon request.

15. NOTICES / AUTHORIZED REPRESENTATIVES

A. Notices. Any notice which may be required under this AGREEMENT (i) must be in writing, (ii) will be effective one (1) business day after personal service or delivery by certified mail, and (iii) must be given by personal service or certified mail the other PARTY'S AUTHORIZED REPRESENTATIVE at

the addresses set forth below, or to such other address that may be specified in writing by a PARTY.

B. Authorized Representatives.

VTA:
Marcella Rensi
Deputy Director, Programming and Grants
Santa Clara Valley Transportation Authority
3331 N First Street
San Jose, CA 95134
Email: marcella.rensi@vta.org

RECIPIENT: Christian Di Renzo
Public Works Director
City of Milpitas
1265 N. Milpitas Blvd
Milpitas, CA 95035
Emailcdirenzo@milpitas.gov

Written notification to the other PARTY must be provided, in advance, for changes in the name or address of the individuals identified above.

The individual identified above for RECIPIENT is RECIPIENT's BIKE/PED E&E PROGRAM Liaison ("LIAISON"). The LIAISON shall be (i) the liaison to VTA pertaining to implementation of this AGREEMENT and (ii) the contact for information about the BIKE/PED E&E PROGRAM and E&E PROJECTS.

16. GENERAL TERMS AND CONDITIONS

A. Headings. The subject headings of the articles and paragraphs in this AGREEMENT are included for convenience only and will not affect the construction or interpretation of any of its provisions.

B. Incorporation of Exhibits and Attachments. All exhibits and attachments referenced in this AGREEMENT are incorporated into it by this reference.

C. Construction and Interpretation of Agreement. This AGREEMENT, and each of its provisions, terms, and conditions, has been reached as a result of negotiations between the PARTIES. Accordingly, each PARTY expressly acknowledges and agrees that (i) this AGREEMENT will not be deemed to have been authored, prepared, or drafted by any particular PARTY and (ii) the rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this AGREEMENT or in the resolution of disputes.

D. Amendment. 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.

E. Entire Agreement. This AGREEMENT constitutes the entire agreement between the PARTIES relating to the subject matter and supersedes all prior negotiations, contracts, agreements, or understandings, whether oral or written, of the PARTIES regarding the subject matter.

F. Representation of Authority. 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.

G. No Waiver. The failure of either PARTY to insist upon the strict performance of any of the terms, covenant, and conditions of this AGREEMENT will not be deemed a waiver of any right or remedy that either PARTY may have, and will not be deemed a waiver of either PARTY's right to require strict performance of all of the terms, covenants, and conditions hereunder.

H. Dispute Resolution.

a. If a question or allegation arises regarding (i) interpretation of this AGREEMENT or its performance, or (ii) the alleged failure of a PARTY to perform, the PARTY raising the question or making the allegation must give written notice thereof to the other PARTY. The PARTIES must 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, may be pursued by mutual agreement. It is the intent of the PARTIES to avoid litigation as a method of dispute resolution to the greatest extent possible.

b. Notwithstanding the foregoing, nothing in this Paragraph 16 will be deemed to prevent a PARTY from filing suit or an administrative action to preserve its right to assert a claim within any applicable statute of limitations. To the extent practicable, the PARTIES will negotiate in good faith to create a tolling agreement to toll such statute(s) of limitations to allow for the PARTIES to engage in dispute resolution provisions of this AGREEMENT prior to filing of such actions.

I. 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.

J. Governing Law. The laws of the State of California will govern this AGREEMENT, as well as any claim that might arise between RECIPIENT and VTA, without regard to conflict of law provisions.

K. Venue. Any lawsuit or legal action arising from this AGREEMENT must be commenced and prosecuted in the courts of Santa Clara County, California. RECIPIENT agrees to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.

L. Use of Work. All PARTIES may retain a copy of all material produced under this AGREEMENT for use in their general activities.

M. Attribution to VTA. RECIPIENT must include attribution to VTA that indicates part of the work was funded by PROGRAM Funds. This provision applies to any project or publication that was funded

in part or in whole by PROGRAM Funds. Acceptable forms of attribution include 2016 MEASURE B's branding on E&E PROJECT-related documents, public information materials, and any other applicable documents. VTA will provide Program branding to RECIPIENT.

N. Non-discrimination. The PARTIES and any contractors performing services on behalf of the PARTIES ("CONTRACTORS") will not unlawfully discriminate or permit discrimination, harass, or allow harassment against any person or group of persons because of race, color, religious creed, national origin, ancestry, age (over 40), sex, gender, gender identity, gender expression, sexual orientation, marital status, pregnancy or childbirth (including related conditions), medical condition (including cancer), mental disability, physical disability (including HIV and AIDS), genetic information, or military and veteran's status, or in any manner prohibited by federal, state, or local laws. In addition, the PARTIES and CONTRACTORS must not unlawfully deny any of their employees family care leave to which they are entitled or discriminate against such employees on the basis of having to use family care leave. The PARTIES and CONTRACTORS must ensure that the evaluation and treatment of their employees and applicants for employment is free of such discrimination and harassment.

O. Relationship of the Parties. It is understood that this is an AGREEMENT by and between independent parties and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship other than that of independent contractor.

P. Execution in Counterparts / Electronic Signature. This AGREEMENT 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. 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 copy of an original signed contract that meets the admissibility standards of a writing described in Evidence Code §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.

Q. 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.

R. Third Party Beneficiaries. This AGREEMENT does not, and is not intended to, confer any rights or remedies upon any person or entity other than the PARTIES.

S. Survival. All representations, warranties, and covenants contained in this AGREEMENT, or in any instrument, certificate, exhibit, or other writing intended by the PARTIES to survive this AGREEMENT, shall survive the termination or expiration of this AGREEMENT, including but not limited to all terms (1) providing for indemnification; (2) relating to the California Public Records Act; (3) relating to maintenance of data; and (4) relating to PARTIES' obligations upon and following termination or expiration of this AGREEMENT.

Signatures of PARTIES on following page.

IN WITNESS WHEREOF, VTA and RECIPIENT have caused their undersigned, duly authorized signatories to execute this AMENDED AND RESTATED FUNDING AGREEMENT as of the EFFECTIVE DATE.

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY	***CITY OF MILPITAS***
Carolyn M. Gonot General Manager/CEO	Deanna J. Santana Interim City Manager
Date	Date
Approved as to Form	Approve as to Form
Name VTA Legal	Christopher Creech Acting City Attorney
Date	Date

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ATTACHMENT A

Example Evaluation Requirement Metrics
Evaluation metrics include, but are not limited to, the ones used below.

- **Project reach** - A metric measuring the total number of people or entities that participated in the activity or received a physical item provided by the program.
    - Hypothetical Example: Online media safety campaign had 10,000 unique views, resulting in 2,000 people taking the "I will drive, walk, and bike safely and responsibly" pledge.

- **Mode shift** - A metric measuring the change in the number or percentage of people who replaced another mode of transportation with walking or biking.
    - Hypothetical Example: At the end of the school year, 200 bicycles were counted in the bike cage, an increase of 20% over the number of bicycles counted at the beginning of the year.

- **Behavior change** - A metric measuring the change in the number or percentage of people who changed their travel habits, including but not limited to frequency of walking or biking.
    - Hypothetical Example: Individualized marketing packets were provided to 1,200 households. 200 households requested additional information. Before and after surveys showed that 5% of households that requested additional information switched to biking, walking, or taking transit more.

- **Safety improvements** – A metric measuring the change in risky/safe behavior or the change in crashes.
    - Hypothetical Example: After the crosswalk sting, motorists were observed yielding to pedestrians 8 out of 10 times, an increase of 10% over the yielding rate before the crosswalk sting. However, these rates decreased over time, suggesting that continued events or infrastructure changes are needed to permanently improve driver behavior.

- **Community Engagement** – A metric measuring the number or percentage of people who become involved in a program on an ongoing basis.
    - Hypothetical Example: At the end of five Train the Trainer events, of the 25 trainees, ten agree to lead Safe Routes to School activities at their schools.

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ATTATCHMENT B

LOW POP CITES ALLOCATION SCHEDULE

Cities that would receive less than $10,000 as a result of the allocation calculations are instead allocated $10,000 minimum per fiscal year. The minimum $10,000 allocation will continue through fiscal year 2028. Following fiscal year 2028, the minimum allocated to LOW POP CITIES will increase every biennial budget cycle.

The allocation schedule starting fiscal year 2028 is as follows:

Fiscal Year (FY)	Allocation Amount to LOW POP CITIES
FY 2028	$12,000
FY 2029	$12,000
FY 2030	$12,000
FY 2031	$12,000
FY 2032	$12,000
FY 2033	$12,000
FY 2034	$14,000
FY 2035	$14,000
FY 2036	$14,000
FY 2037	$14,000
FY 2038	$14,000
FY 2039	$14,000
FY 2040	$16,000
FY 2041	$16,000
FY 2042	$16,000
FY 2043	$16,000
FY 2044	$16,000
FY 2045	$16,000
FY 2046	$18,000
FY 2047	$18,000

ATTACHMENT C

INSURANCE REQUIREMENTS

RECIPIENT'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT RECIPIENT CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS IN ADVANCE OF PROPOSAL SUBMISSION TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS REQUIRED BY THIS AGREEMENT.

INSURANCE

Without limiting RECIPIENT's obligation to indemnify and hold harmless VTA, RECIPIENT must 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 by RECIPIENT, its agents, representatives, or employees, or subcontractors. The cost of such insurance must be included in AGREEMENT price. In the event of any material change in the AGREEMENT Scope of Services, VTA reserves the right to change the insurance requirements set forth herein. RECIPIENT must furnish complete copies of all insurance policies, within three (3) business days of any request for such by VTA.

A. Liability and Workers' Compensation Insurance

1. Minimum Scope of Coverage

Coverage must be at least as broad as:

a. Insurance Services Office General Liability coverage ("occurrence" form CG 0001). General Liability insurance written on a "claims made" basis is not acceptable.

b. Insurance Services Office Business Auto Coverage, Insurance Services Office form number CA 0001, covering Automobile Liability, code 1 "any auto." Auto Liability written on a "claims-made" basis is not acceptable.

c. Workers' Compensation insurance as required by the Labor Code of the State of California, and Employer's Liability insurance.

d. Professional Liability, including limited contractual liability coverage, covering liability arising out of any negligent act, error, mistake or omission in the performance of RECIPIENT's services under this AGREEMENT. This coverage must be continuously maintained for a minimum of two (2) years following completion of this AGREEMENT. This coverage may be written on a "claims made" basis, if so, please see special provisions in Section B.

2. Minimum Limits of Insurance

RECIPIENT must maintain limits no less than:

a. General Liability (including Umbrella/Excess insurance): $2,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If a General Liability or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit. This requirement may be satisfied by a combination of General Liability insurance with Excess or Umbrella policies, but in no event may the General Liability primary policy limit per occurrence be less than $2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying policy, "Follow Form" coverage, and a "Drop Down".

b. Automobile Liability $1,000,000 limit per accident for bodily injury and property damage.

c. Workers' Compensation and Employer's Liability: Statutory Workers' Compensation limits and Employer's Liability limits of $1,000,000 per accident.

d. Professional Liability: $2,000,000 each occurrence/aggregate minimum limit per claim. This requirement may be satisfied by a combination of Professional Liability insurance with Excess or Umbrella policies, but in no event may the Professional Liability primary policy limit per occurrence be less than $2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying policy, "Follow Form" coverage, and a "Drop Down" provision.

3. Self-Insured Retention

The certificate of insurance must disclose the actual amount of any deductible or self-insured retention, or lack thereof, for all coverages required herein. Any self-insured retention or deductible in excess of $50,000 ($100,000 if RECIPIENT is a publicly-traded company) must be declared to and approved by VTA. If RECIPIENT is a governmental authority such as a state, municipality or special district, self-insurance is permitted. To apply for approval for a level of retention or deductible in excess of $50,000, RECIPIENT must provide a current financial report including balance sheets and income statements for the past three years, so that VTA can assess RECIPIENT's ability to pay claims falling within the self-insured retention or deductible. Upon review of the financial report, if deemed necessary by VTA in its sole discretion, VTA may elect one of the following options: to accept the existing self-insured retention or deductible; require the insurer to reduce or eliminate the self-insured retention or deductible as respects VTA, its directors, officers, officials, employees and volunteers; or to require RECIPIENT to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Applicable costs resulting therefrom will be borne solely by RECIPIENT. RECIPIENT may request execution of a nondisclosure agreement prior to submission of financial reports.

B. Claims Made Provisions (not applicable to General Liability or Automobile Liability)

Claims-made coverage is never acceptable for General Liability or Auto Liability. Claims-made may be considered for Professional, Environmental/Pollution, or Cyber Liability. If coverage is written on a claims-made basis, the Certificate of Insurance must clearly state so. In addition to all other coverage requirements, such policy must provide that:

1. The policy must be in effect as of the date of this AGREEMENT and the retroactive date must be no later than the date of this AGREEMENT.

2. If any policy is not renewed or the retroactive date of such policy is to be changed, RECIPIENT must obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. This extended reporting provision must cover at least two (2) years.

3. No prior acts exclusion may be added to the policy during the contract period.

4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

C. Other Provisions

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

1. General Liability and Automobile Liability

a. VTA, its directors, officers, officials, employees and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of RECIPIENT, including VTA's general supervision of RECIPIENT; products and completed operations of RECIPIENT and its subcontractors; premises owned, occupied or used by RECIPIENT; or automobiles owned, leased, hired or borrowed by RECIPIENT. The coverage must contain no special limitations on the scope of protection afforded to VTA, its directors, officers, officials, employees, or volunteers. Additional Insured endorsements must provide coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01.

b. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its directors, officers, officials, employees, or volunteers.

c. RECIPIENT's insurance must 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.

d. The General Liability General Aggregate limit must apply per project, not per policy.

e. The General Liability policy must be endorsed to remove the exclusion for railroad liabilities, with coverage at least as broad as afforded by ISO CG 24 17.

2. All Coverages

a. The insurer must agree to waive all rights of subrogation against VTA, its directors, officers, officials, employees, and volunteers for losses arising from work performed by RECIPIENT and its subcontractors for VTA.

b. RECIPIENT's insurance coverage must be primary insurance as respects VTA, its directors, officers, officials, employees, and volunteers. Self-insurance or insurance that may be maintained by VTA, its directors, officers, officials, employees, or volunteers may apply only as excess to RECIPIENT's insurance. RECIPIENT's insurance must not seek contribution from VTA's insurance program.

3. Other Insurance Provisions

a. The Certificate must disclose the actual amount of the Deductible or Self-Insured Retention

b. If any coverage forms or endorsements required by this AGREEMENT are updated by their publishers, whether they be the insurance carrier(s), the Insurance Services office, or the American Association of Insurance Services, during the duration of this AGREEMENT, VTA reserves the rights to require RECIPIENT to procure said coverage forms or endorsements using the updated versions upon the next renewal cycle.

D. Acceptability of Insurers

Insurance and bonds must be placed with insurers with an A.M. Best's rating of no less than A VII (financial strength rating of no less than A and financial size category of no less than VII), unless specific prior written approval has been granted by VTA.

E. Certificates of Insurance

RECIPIENT must furnish VTA with a Certificate of Insurance. The certificates for each insurance policy are to be signed by an authorized representative of that insurer. The certificates must be issued on a standard ACORD Form. The RECIPIENT must instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to Insurance.certificates@vta.org. All endorsements must be attached to the ACORD certificate in a single PDF document.

The certificates must (1) identify the insurers, the types of insurance, the insurance limits, the SIRs/deductibles or lack thereof and the policy term, (2) include copies of all the actual policy endorsements required herewith, and (3) in the "Certificate Holder" box include:

Santa Clara Valley Transportation Authority ("VTA")
3331 North First Street
San Jose, CA 95134-1906

In the Description of Operations/Locations/Vehicles/Special Items Box, the VTA Contract number must appear, the list of policies scheduled as underlying on the Umbrella/Excess policy must be listed, Certificate Holder must be named as additional insured, and Waiver of Subrogation must be indicated as endorsed to all policies as stated in the Contract Documents.

It is a condition precedent to award of this AGREEMENT that all insurance certificates and endorsements be received and approved by VTA before AGREEMENT execution. No work may be performed until insurance is in full compliance. VTA reserves the rights to require complete, certified copies of all required insurance policies, at any time.

If RECIPIENT receives notice that any of the insurance policies required by this Exhibit may be cancelled or coverage reduced for any reason whatsoever, RECIPIENT must immediately provide written notice to VTA that such insurance policy required by this Exhibit is canceled or coverage is reduced.

F. Maintenance of Insurance

If RECIPIENT fails to maintain insurance as required herein, VTA, at its option, may suspend payment for work performed and/or may order RECIPIENT to suspend work at RECIPIENT's expense until a new policy of insurance is in effect.

Ed. Rev. 10-1-19

DRAFT

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Receive an Update on the Security Improvements at the McCarthy Ranch Sewer Lift Station (Main Lift) and Determine that the Condition Continues to Constitute an Emergency (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	5/6/2025
Recommendation:	(1) Receive an update on the security improvements at the McCarthy Ranch Sewer Lift Station; and (2) Determine by a four-fifths vote that the condition continues to constitute an emergency.

BACKGROUND:

Pursuant to Public Contract Code section 22050 and the attached Council Resolution No. 9134, the Director of Public Works, in the case of emergency, may authorize a repair of a public facility and procure the work without giving notice for bids. An emergency is defined as "a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services." Additionally, State law requires the Public Works Director, as the City official with delegated authority to take emergency action, to report any emergency authorization and the reason(s) for the authorization to the City Council not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action. Further, the Public Works Director is required to report why the emergency would not permit a delay resulting from a competitive solicitation for bids and the City Council is required to review the emergency action at every regularly scheduled meeting thereafter until the emergency repair is completed. The City Council shall continue to review the emergency action at every regularly scheduled meeting thereafter until the action is terminated. At each review, the City Council shall determine, by a four-fifths vote, whether there is a need to continue the action.

Consistent with applicable State law and Council Resolution, on July 30, 2024, the Public Works Director declared an emergency and authorized the City to contract with Trofholz Technologies and Diamond Fencing to implement various security and access control improvements to the McCarthy Ranch Sewer Lift Station (Main Lift). Further, within the required timeframe the Public Works Director informed the City Council via Information Memorandum on July 31, 2024, regarding the emergency authorization, the reasons for the authorization, and the cost for repair in a not to exceed amount of $700,000.

PROJECT/STATUS UPDATE:

Security system enhancements to include cameras, card readers, and motion sensor alarms are complete. The perimeter fence installation has also been completed. Gates were supposed to be installed in late April, however there has been a slight delay. The Gates should be installed in early May and the project is expected to be completed by the end of May.

FISCAL IMPACT:

Funding for these repairs is available in the City's Capital Improvement Program (CIP) budget. CIP Project 6124 – Sewer Pump Station Rehabilitation Project will fund the installation of security cameras, card readers, and motion sensors. The funding source of this CIP project is Sewer Infrastructure Fund. The available balance as of 01/07/2025 is $1,277,987.

CIP 6130 – Main Lift Odor Emission Control Project will fund the removal and replacement of the perimeter fencing. The funding source of this CIP Project are Sewer Infrastructure Fund, and Sewer Treatment Fund. The available balance as of 01/07/2025 is $14,852.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The emergency repair work is exempt from CEQA, per CEQA Guidelines Section 15301, Existing Facilities and 15302, Replacement or Reconstruction.

RECOMMENDATION:
(1) Receive an update on the security improvements at the McCarthy Ranch Sewer Lift Station.
(2) Determine by a four-fifths vote that the condition continues to constitute an emergency.

ATTACHMENT(S):
None.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution to Adopt the Public Art Master Plan (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	5/6/2025
Recommendation:	Adopt a resolution to adopt the Public Art Master Plan.

BACKGROUND:

The City of Milpitas Public Art Program has been part of the City's broader effort to foster cultural expression and enrich the community environment. Milpitas formally established its Public Art Program in the early 2000s and incorporated art into public spaces, such as parks, libraries, and City buildings via public projects.

To ensure the program's continued success, the City of Milpitas established the Milpitas Arts Commission in 2003. The Commission is responsible for reviewing and recommending public art installations and advising on arts-related policies. In 2014, the City of Milpitas adopted a Public Art Requirement for Private Development Ordinance, which requires that certain new private developments install publicly accessible works of art onsite or deposit in the Public Art Fund an amount equal to at least one-half of one percent of the project's development costs for the acquisition and placement of public art throughout the City.

In FY 2022-23, City Council approved funding to develop a Public Art Master Plan as part of the Public Art Capital Improvement Program (CIP) project budget and approved the Arts Commission annual work plan, which included working with staff on developing a formal Public Art Master Plan, including an assessment of the existing collection, maintenance recommendations, and public art policies.

In April 2024, following a formal Request for Proposals, the City engaged the services of a consultant, Designing Local, to develop a Public Art Master Plan for Milpitas tailored to the community's vision and incorporating best practices in the field.

Designing Local conducted extensive community outreach to seek public impressions about the current perception of public art in Milpitas and what the community hopes to see going forward. Additionally, they contracted ACT Art Conservation to make a condition assessment of 28 pieces in the current collection and with the Roth Art Group to provide an appraisal report of the replacement value of the current pieces. This information informs Designing Local's Master Plan recommendations.

Community Engagement

Community engagement began in June 2024 and was conducted via City-wide surveys, stakeholder interviews, and onsite community engagement with interactive community art-making activities offered in conjunction with the onsite engagements. Comprehensive surveys were distributed in English, Spanish, Simplified Chinese and Vietnamese, with more than 150 people responding. One-on-one stakeholder conversations were conducted with 25 people including commissioners, artists, and City staff. On-site engagement was conducted at the Milpitas Library, Barbara Lee Senior Center, Milpitas Sports Center, Milpitas Teen Center, and Milpitas Community Center. The first series of on-site engagements occurred in September 2024 and included community artmaking at the Lantern Festival.

The second series of engagements to review the draft master plan recommendations began in February 2025. In-person community meetings to review the draft plan along with artmaking at various locations such as the

Community Center and Milpitas José Esteves Library, were held. Artwork created through these engagements was unveiled at the March 2025 Holi Festival.

Additional feedback to the draft master plan was also provided through an online survey.

Community Feedback

Respondents see Milpitas as a culturally-expansive, family-oriented City with a genuine small-town feel. They seek artwork that is vibrant, inclusive, meaningful, uplifting and invites curiosity. Survey and stakeholder responses to the current collection revealed that the concept of public art is generally misunderstood, for example, confusing art enhancements with public art projects. Additionally, respondents felt the current collection lacks continuity and the pieces are not representative of the diverse community. The types of art that were most desired are functional art, murals and sculptures.

Feedback received from the plan review were very positive, with members of the public excited about potential themes and locations, and pleased the City is making efforts to create a formal Public Art Master Plan.

City Council received a presentation on the draft Public Art Master Plan at its regular meeting on April 15, 2025. Three members of the public spoke in support of the item. The Council overall was in support of the Public Art Master Plan vision, strategic plan recommendations, potential project locations, suggested themes, and strategic recommendations. Feedback from the City Council was received regarding their appreciation of the plan, the importance of murals, the importance of art in areas such as Hidden Lake Park and Jacklin Road, as well as support for a potential increase in the percentage required for private development to contribute towards public art. No potential amendments or concerns were raised by City Council.

ANALYSIS:

The Public Art Master Plan (Attachment A) is the guiding document that establishes policy guidelines to ensure a consistent decision-making process related to the acceptance, placement, display, and long-term maintenance of public art funded in full or in part by the City and/or public and installed on City-owned property. The final Plan includes an assessment of the existing public art collection including valuation, recommendations for maintenance and deaccession, plan implementation, and funding strategies. The following key strategies will be used to provide a high-quality public art program for the Milpitas community.

Vision Statement for Public Art

Milpitas will be a city where public art is a dynamic and inclusive force that fosters belonging among all, reflects Milpitas' diverse population, and deepens the quality of life for all residents.

Strategic Plan Recommendations

1. Make this collection **community-centric, inclusive** and **accessible**. This includes bilingual interpretive material, QR codes linking to additional information, and a Public Art Field Guide.
2. Operate within the **regional context** of larger cities San Francisco and San José, with Milpitas' emphasizing its community pride through public art on a local scale.
3. **Strategically place artwork** in high traffic areas and gathering places.
4. **Collaborate** with other City departments, the community, local businesses, schools, and cultural organizations.
5. **Balance tradition and innovation**, using different mediums to engage a wider audience and promote creative wellness in a STEM-centric community.
6. Establish **sustainable funding** mechanisms.

Project Locations

1. Engraved or inlaid paths (i.e. sidewalks, streets)
2. Expanded Utility Box Program
3. Functional art and social spaces
4. Hetch-Hetchy Trail Interventions

5. Hidden Lake Park Staircase Mural
6. Hillside Intervention
7. Media projects along Jacklin, Abel and North Milpitas
8. Placemaking Public Art at key intersections
9. Rotating 2-D art on digital billboards
10. Skatepark Public Art Enhancement
11. Utility pole activations

Themes

1. Always in Motion
2. A Common Language
3. The Gathering House
4. Land of Sunshine, Fruit, and Flowers

Strategic Recommendations

1. Policy Updates including a Collection Management Policy, Acquisition Policy and formalizing duties of the Public Art Administrator.
2. Audit of collection and appropriate maintenance, including considerations of deaccession, on-call maintenance, emergency plan, and a five-year maintenance plan.
3. Expand funding, including increase to 1.5% for art and define which projects are eligible.
4. Relationship building, including partnerships with VTA, BART, Caltrans, and Milpitas Office of Economic Development and Planning Departments, explore mural easements with local businesses, consider matching grants for murals on private property, collaborate with local businesses on private installations, providing courtesy reviews of installation proposals.
5. Increase accessibility, including installing consistent signage that is bilingual and has a QR code link for more information, publish a field guide with new editions every 5-10 years, and add online public art map.

POLICY ALTERNATIVE(S):

Alternative: Do not adopt the Resolution adopting Public Art Master Plan.

Pros: None

Cons: Significant City resources have been expended to gather public input, assess the existing public art collection, and benchmark against neighboring cities and national best practices to develop a plan tailored for this community's needs and desires. Adoption of a Public Art Master Plan costs the City nothing, while providing the Arts Commission, City Council and City staff valuable information to guide decision-making, including best practices, regional trends, and a summary of public sentiment.

Reason not recommended: As a community Milpitas has a decades-long commitment to Public Art. Even absent a Public Art Master Plan, it is likely to continue to invest City resources in public art. However, without a roadmap, it is subject to making uninformed decisions that could cost City resources and fail to maximize the positive impacts public art can provide.

FISCAL IMPACT:

There is no fiscal impact associated with adopting the Public Art Master Plan. After adoption, the Public Art Fund will be the primary source of funding for public art projects and initiatives. The current balance in the Public Art Fund is $998,702. The current balance of the Public Art CIP project is $558,888.

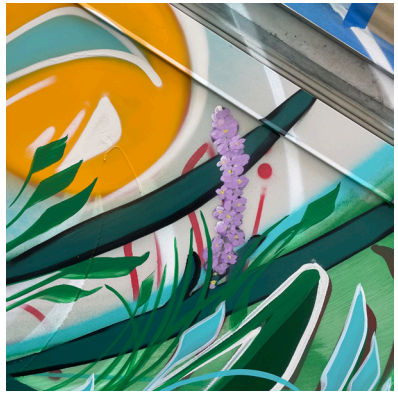
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

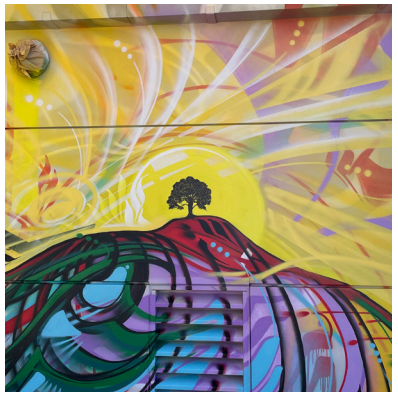
This action is continuing administrative activity related to overall policy and procedure making and is not a project pursuant to Cal. Code Regs., tit. 14, § 15378. The project has no potential for resulting in either a direct physical change in the environment, or reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378. The

project entails the operation and minor alterations of existing public structures, facilities, or topographical features, involving negligible or no expansion of existing or former use and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301.

RECOMMENDATION:
Adopt a resolution to adopt the Public Art Master Plan.

ATTACHMENT(S):
(a) Draft Public Art Master Plan
(b) Resolution





MILPITAS
PUBLIC ART MASTER PLAN

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CHAPTER ONE

INTRODUCTION

01

EXECUTIVE SUMMARY
WHY EXPLORE A PUBLIC ART PLAN NOW?

Vickie Jo Sowell,
Legends of Milpitas

EXECUTIVE SUMMARY

Joe Bologna, Patricia Vader,
Kicker Kid

PLANNING PROCESS

The Milpitas Public Art Master Plan is informed by community engagement, stakeholder feedback, and national best practices.

Chapter 1 provides an overview of the Plan, and offers a vision for public art in Milpitas over the next decade. This chapter also addresses how the Plan connects with existing City initiatives to support growth, livability, and existing resources.

Chapter 2 outlines the City's current public art collection and program history through a present-day lens. This Plan's stakeholder report captures data, feedback, and community input about the current collection, as well as opportunities for its growth. Taking into account everything we heard from the community.

Chapter 3 offers a comprehensive suite of public art projects and placemaking ideas that align with this Plan's vision statement. In addition to specific project recommendations, this chapter also provides an overview of public art typologies, which are designed to introduce public art concepts to audiences (including developers or other prospective partners) who may be less familiar with the benefits and possibilities of public art.

Finally, Chapter 4 evaluates current administrative practices, and offers recommendations to maximize the facilitation and care of public art in Milpitas. General recommendations for the public art program and the role of public art in Milpitas are also presented in this chapter.

WHY EXPLORE A PUBLIC ART PLAN NOW?

Milpitas offers its over 80,000 residents a high quality of life through its community facilities, access to multiple public transit systems, diverse population, proximity to San Francisco, and picturesque location along the Diablo Range. As the City anticipates new development and growth, the Milpitas 2040 General Plan seeks to maximize livability while ensuring fiscal sustainability. Milpitas' population increased nearly 13% between 2012 and 2022, correlating with the rapid rise of the tech industry, yet many residents voiced that the City has retained a small-town feel, largely attributed to its close-knit neighborhoods, ample parks, and amenities.

Public art reveals a community's identity, in addition to creating a sense of place. Survey respondents and stakeholders repeatedly described Milpitas as a culturally-expansive, family-oriented City with a strong park system and proximity to Bay Area destinations. With a largely tech-driven workforce in the heart of Silicon Valley, Milpitas has attracted residents from across the world, resulting in a vibrant, highly diverse community, with a genuine small-town feel. This Public Art Master Plan aims to identify strategies for public art placement, typologies, and themes that enhance Milpitas' livability and quality of life, while supporting the City's goals for continued growth.

As it looks to the future, Milpitas is also in a distinct moment in its history. The City's population has become increasingly diverse with each generation, and will continue to embrace neighbors from around the world. Public art is not only a powerful mechanism for bridging the past and the future, but also it is an essential part of connecting residents with each other across language or cultural divides. Through its beloved parks, civic amenities, and other public spaces, Milpitas' public art will convey that all are welcome—and belong.

James Dinh,
Circle of Time

CHAPTER TWO

COMMUNITY IDENTITY + BACKGROUND

LEGACY + HISTORY OF THE PROGRAM
CURRENT COLLECTION, PLACEMENT, AND CONTEXT
ENGAGEMENT + OUTREACH SUMMARY
SURVEY GRAPHICS
STAKEHOLDER REPORT

02

Adrian Susnea-Litman,
Birds of Paradise

LEGACY + HISTORY OF THE PROGRAM

Milpitas has a long history with public art and reflects the community's long-standing desire for arts to be integrated into daily life.

Public art in Milpitas emerged from a community-led, grant-funded "Art in Your Park" project to enliven the City's neighborhood parks and represent the community. Project ideas and artwork selections were the result of resident input, and artworks reflected individual neighborhoods. Two decades later, Milpitas' beloved public spaces feature 28 artworks ranging from sculpture to functional mosaic benches.

As the program has evolved, the City has implemented artworks around Milpitas and in its civic facilities. In 2014, the City's public art ordinance was adopted, which formalized the program, the Arts Commission, and the City's one-half of one percent for art policy.

"This mural commemorates and celebrates members of our community who had a significant contribution to the development of the City of Milpitas."
Adrian Susnea Litman, *Thriving Legacy*

CURRENT COLLECTION, PLACEMENT + CONTEXT

Milpitas' current collection comprises 28 objects in an impressive range of styles, including traditional bronzes, contemporary murals, and kinetic sculpture. The collection is primarily focused on the City's history, and three-dimensional sculpture is the most represented public art typology in the collection.

As part of the Public Art Master Plan, the City has commissioned its first collection assessment, performed and developed by ACT Art Conservation. This assessment provides detailed information about each object's overall condition, outlines any recommended maintenance treatments, and proposes strategies for long-term object care.

Scott Donahue,
Watching You

The current collection has provided a foundation for public art in Milpitas, and many stakeholders expressed gratitude for the neighborhood-centered approach to the growth of its collection. The program's future should consider the following goals:

1. Clarifying public art approaches, typologies, and strategies:

Among community members, there is a desire to clarify the differences between public art, decoration, and artistic amenities. While public art can manifest in a number of ways throughout any community, setting a consistent tone for the display of the collection can distinguish Milpitas' public art collection from other features of public spaces.

2. Widening its community representation:

Public Art in Milpitas should embrace the community's many cultures and backgrounds. Many stakeholders expressed a desire for the City's public art collection to expand its storytelling, representation, and engagement with its diverse community.

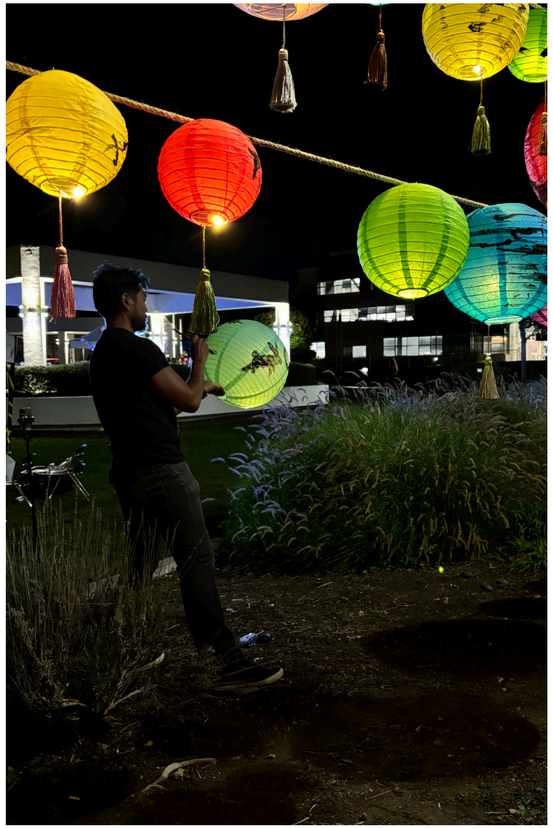
Thematically, the current collection addresses local histories, community art making, and celebrates Milpitas' parks and green spaces. The public art program's origins emphasize the collection's placement and context, and the community has embraced the presence of art in these public spaces for decades. Taking this background into account, a key recommendation of the plan is to strategically place future art in locations that will yield positive, frequent engagement with the public, while also identifying non-traditional opportunities for public art placement.

ENGAGEMENT + OUTREACH SUMMARY

Community Engagement for this Plan occurred between July 2024 and March 2025. During this time, the project team...

- **Created and distributed public art surveys in English, Spanish, Simplified Chinese, and Vietnamese**
- **Gathered more than 150 survey responses**
- **Facilitated 25 one-on-one stakeholder conversations**
- **Conducted on-site community engagement at the Milpitas Library, Barbara Lee Senior Center, Milpitas Sports Center, and Milpitas Teen Center**
- **Managed two interactive community art-making activities: the first occurred in September 2024 during the Lantern Festival and was facilitated by artist Edi Hsu, and the second coincided with the March 2025 Holi Festival and was led by Saranya Chandrasekaran.**

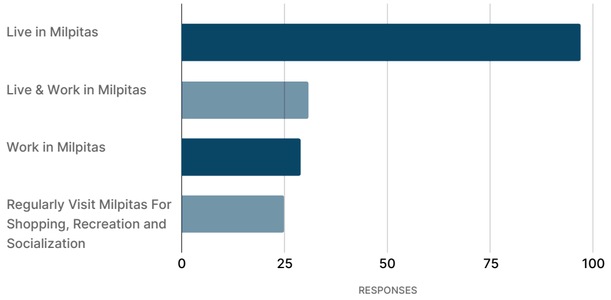
Individual conversations took place with City staff, regional arts leaders, current and former Arts Commission members, local business owners, and elected officials.



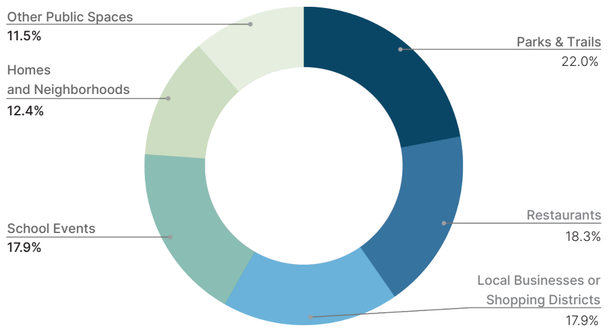
SHARE
YOUR VISION
FOR PUBLIC ART IN MILPITAS
MILPITAS
PUBLIC ART
MASTER PLAN
Take the survey!

SURVEY GRAPHICS

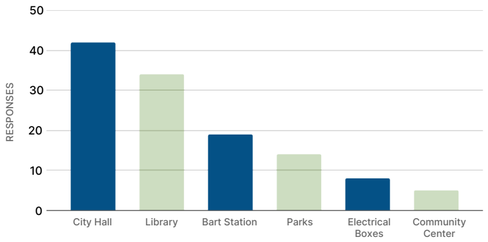
WHAT IS YOUR RELATIONSHIP TO MILPITAS?



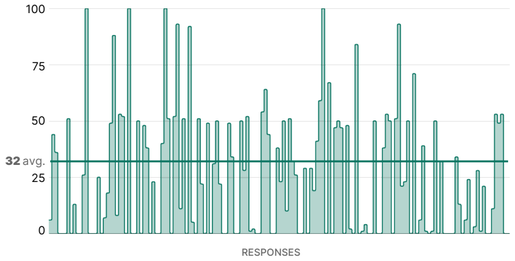
WHERE DO PEOPLE GATHER IN MILPITAS?



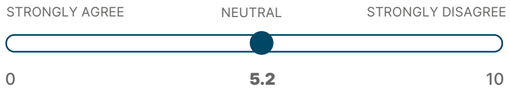
WHERE DO YOU RECALL SEEING PUBLIC ART IN MILPITAS?



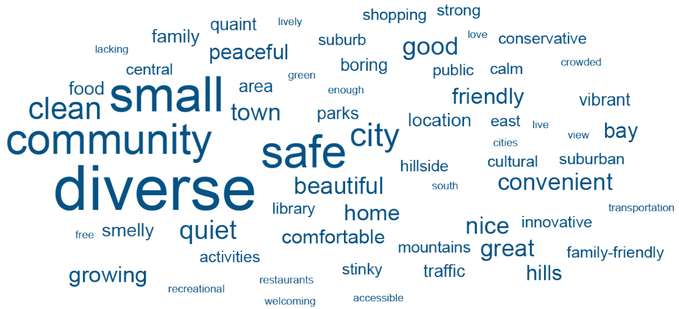
IF THERE WAS MORE PUBLIC ART IN MILPITAS, WOULD MILPITAS BE A BETTER PLACE TO LIVE?



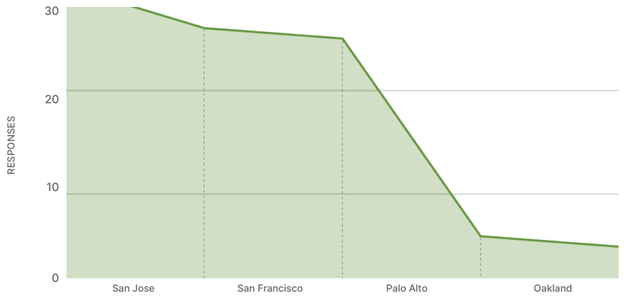
HOW WOULD YOU RATE THE OVERALL QUALITY OF PUBLIC ART IN MILPITAS?



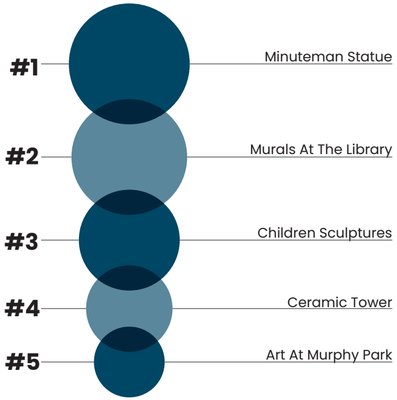
WHAT WORDS OR PHRASES WOULD YOU USE TO DESCRIBE MILPITAS?



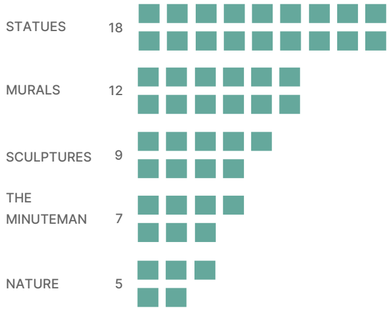
WHAT OTHER CITIES HAVE GOOD PUBLIC ART, IN YOUR OPINION?



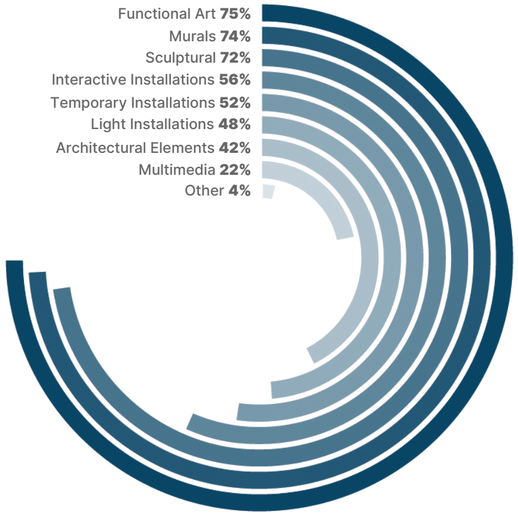
WHAT IS YOUR FAVORITE PUBLIC ART IN MILPITAS?



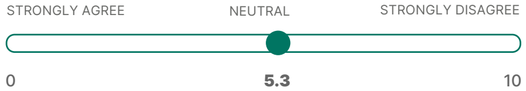
WHAT IMAGE COMES TO MIND WHEN YOU THINK ABOUT PUBLIC ART IN MILPITAS?



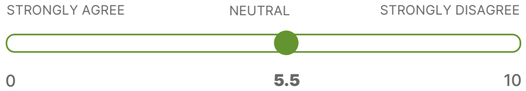
WHAT TYPES OF PUBLIC ART WOULD YOU LIKE TO SEE MORE OF IN MILPITAS?



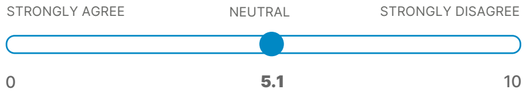
DO YOU FEEL LIKE EXISTING PUBLIC ART IN MILPITAS REFLECTS YOUR VALUES?



DO YOU FEEL LIKE EXISTING PUBLIC ART IN MILPITAS REFLECTS YOUR IDENTITIES?



DO YOU FEEL LIKE PUBLIC ART IN MILPITAS REFLECTS THE MILPITAS COMMUNITY?



PUBLIC ART IN MILPITAS SHOULD FEEL:

WHERE WOULD YOU LIKE TO SEE MORE PUBLIC ART IN MILPITAS?

#1 PARKS

#2 MIDTOWN AREA

#3 GATEWAYS

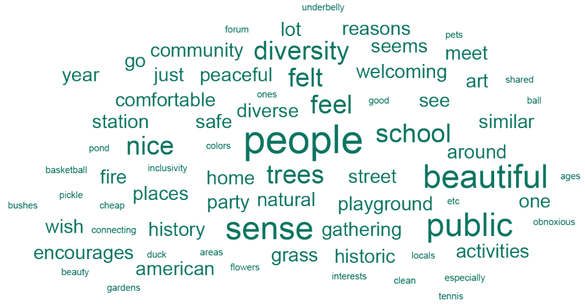
#4 MILPITAS METRO AREA

#5 GOVERNMENT BUILDINGS

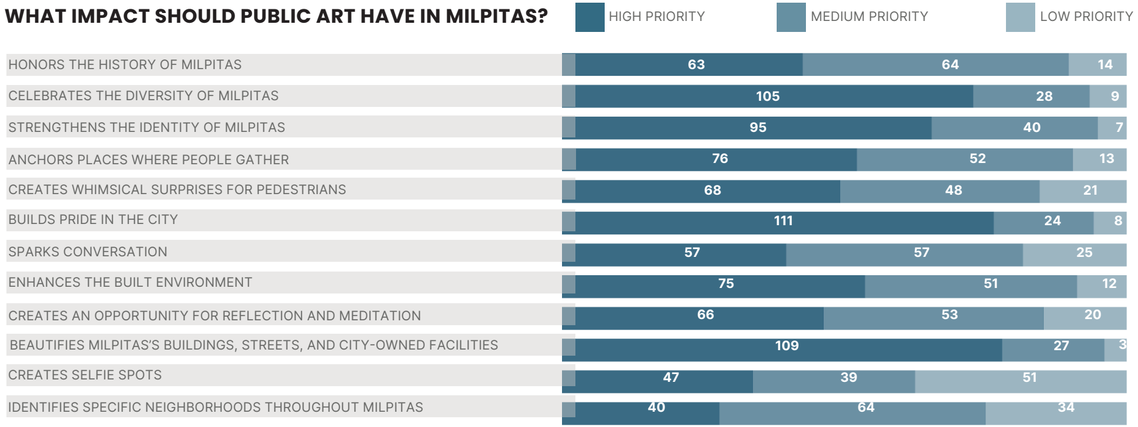
#6 MAJOR INTERSECTIONS

#7 MIXED-USE DEVELOPMENTS

WHAT ARE SOME CHARACTERISTICS OF A PLACE IN MILPITAS THAT MAKE YOU FEEL A SENSE OF BELONGING?



WHAT IMPACT SHOULD PUBLIC ART HAVE IN MILPITAS?



STAKEHOLDER REPORT

MILPITAS PUBLIC ART MASTER PLAN

The following questions were asked to each stakeholder:

1. What is your relationship with/ connection to public art in Milpitas?
2. Do you feel that the current public art landscape and/or collection is reflective of the identity of Milpitas? Why or why not?
3. What are the most successful examples of public art in Milpitas and why?
4. What are the least successful examples of public art in Milpitas and why?
5. What is your vision for public art in Milpitas and its impact?
6. Where would you like to see more public art in Milpitas?

Following is a summary of feedback heard during individual interviews. The information is divided into small sections to provide a snapshot of themes from the stakeholders.

WHAT IS THE CURRENT PERCEPTION OF PUBLIC ART IN MILPITAS?

- Public Art is misunderstood: Among community members, there are misconceptions about the differences between public art, decoration, and artistic amenities.
- Administrative hurdles: Processes for public art are complex and slow-moving, leading to fewer annual opportunities for project implementation.
- Unclear vision: Varying priorities and shifting program goals have made it difficult to unite the collection's identity.
- Not representative of Milpitas' diverse community: Public Art in Milpitas should embrace the community's many cultures and backgrounds, but according to survey results, half of the community does not feel that the collection fosters belonging

MaryAnn. Baker, *Happy Hats Bench*

WHAT IS THE IDENTITY OF MILPITAS?

Survey respondents and stakeholders repeatedly described Milpitas as a culturally-expansive, family-oriented City with a strong park system and proximity to Bay Area destinations. With a largely tech-driven workforce in the heart of Silicon Valley, Milpitas has attracted residents from across the world, resulting in a vibrant, highly diverse community, with a genuine small-town feel.

WHAT TRAITS DOES MILPITAS WANT TO SEE IN FUTURE PUBLIC ART?

- Visually vibrant: Colorful, inspiring, fun
- Curious: Interactive, stimulating, thought-provoking, transformative
- Inclusive: Diverse, representative of the community, welcoming to all
- Meaningful: Historic, contemplative, tells a story
- Positive: Happy, joyful, uplifting, peaceful

VISION STATEMENT FOR THE MILPITAS PUBLIC ART MASTER PLAN

Milpitas will be a city where public art is a dynamic and inclusive force that fosters belonging among all, reflects Milpitas' diverse population, and deepens the quality of life for all residents.

STRATEGIC RECOMMENDATIONS

The following recommendations in the Public Art Master Plan will offer strategies to support the Vision:

- Community-centric, Inclusive, and Accessible: Public art should resonate with the diverse community, especially younger demographics. The collection should be more accessible, which can be addressed through bilingual interpretive materials, contextualizing QR codes, and a Public Art Field Guide. The process of creating public art should involve residents in decision-making, from concept to installation.
- Regional context: Among larger, regional cities (such as San Francisco and San Jose), Milpitas' public art and cultural resources are well-sized to meet needs of the community, which supports a continued desire to emphasize community pride through Milpitas' public art on a local scale.
- Strategic placement: Art should be strategically placed to maximize its impact, such as in high-traffic areas and community gathering spaces to strengthen the bond between the community and public art.
- Collaboration: A collaborative approach between City Departments (including Planning, Recreation & Community Services, and Economic Development) and the Community (developers, artists, neighborhood groups, etc.) is crucial for successful public art initiatives. The Public Art Program should also seek collaboration with businesses, schools, and cultural organizations to expand the reach of public art.
- Balancing Tradition and Innovation: Milpitas should strike a meaningful balance between traditional forms of expression and innovative mediums to engage a wider audience and stay relevant in Silicon Valley. The City is poised to be an example of how public art can support creative wellness within a STEM-centric community.
- Sustainable funding mechanisms: While the existing Percent for Art ordinance provides substantial funding support for public art acquisition in Milpitas, stakeholders expressed a desire for clear forms of support for long-term collection care and maintenance. The City should consider increasing the half percent developer fee to one percent, or greater.

CHAPTER THREE

PUBLIC ART VISION + GUIDING PRINCIPLES: AN EVERYONE-CENTERED APPROACH

VISION FOR THE PUBLIC ART MASTER PLAN
PUBLIC ART GUIDING PRINCIPLES
PUBLIC ART TYPOLOGIES

03

Cork Marcheschi,
Fertile Ground

Milpitas will be a city where public art is a dynamic and inclusive force that fosters belonging among all, reflects Milpitas' diverse population, and deepens the quality of life for all residents.

PUBLIC ART GUIDING PRINCIPLES

Shannon More-Jervis, Marcia Smith,
Hand in Hand Around the Park

Building on the vision for Public Art in Milpitas, a set of guiding principles for future public art projects and programs will ensure that community feedback from the Public Art Master Plan process is at the heart of decision-making. The following principles are synthesized from community and survey input, and illuminate the traits that the public would like to see in future public art:

Visually Vibrant

Colorful, inspiring, fun

Sparks Curiosity

Interactive, stimulating, thought-provoking, transformative

Inclusive

Diverse, representative of the community, welcoming to all

Meaningful

Historic, contemplative, tells a story

Positive

Happy, joyful, uplifting, peaceful

PUBLIC ART TYPOLOGIES

Public art projects can have a range of positive, impactful outcomes in public spaces and communities. This section outlines some different types of public art interventions, engaging opportunities for public involvement in art, and strategies to select public art sites.

Carla Moss,
Little Alviso Water Tower

PUBLIC ART MEDIA

Matthew Mazzotta, *Cloud House,*
Springfield, Missouri (2016)

Patrick Dougherty, *Summer Palace*
Morris Arboretum, Philadelphia, PA (2009)

SCULPTURES

Sculptures are three-dimensional original artworks that can be made of any material that offers structural stability and durability. Sculptures are scaled to their surroundings and typically do not move from the location in which they are installed. Whether contemporary, whimsical, traditional or something more, sculptures are often the focal points of civic art. Sculptures may commemorate and celebrate our history, express civic pride, or be established as culturally-defining showpieces for the town.

Sculptures can take on many shapes and sizes and often fit well when created in or alongside gateways, parks, gathering spaces, and community centers. Because communities can celebrate and enhance their civic identity, they are especially appropriate in parks and downtown settings.

ENVIRONMENTAL ART

Environmental art is any kind of outdoor public art that uses materials with a direct connection to nature, landscaping, or organic materials. Environmental art can be temporary or permanent, and its scale can vary. Its thematic context addresses environmentalism and sustainability.

Sui Park, *Summer Vibe* (2021)
Riverside Park, New York City

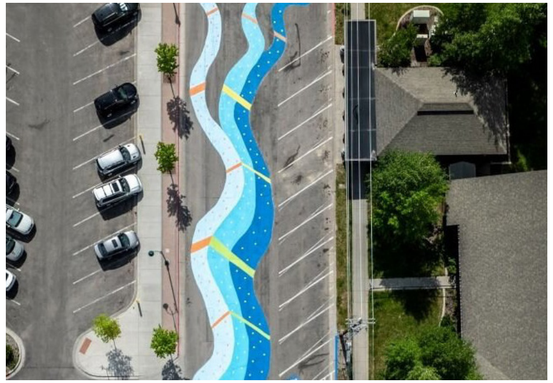
FIBER

Fiber art is any kind of artwork that uses natural or synthetic fiber materials as the primary component of its overall composition. Fiber art can take the form of wall hangings, tree wraps, suspended sculptures, and beyond. Examples of fiber materials include fabric, yarn, polyurethane materials (like tarp), and mesh.

Beatriz Mayorca, *Evolve* (2019)
Oklahoma City, OK

FUNCTIONAL ART

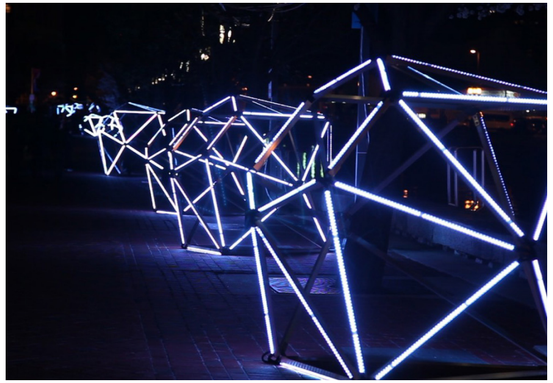
Functional Art is ordinary infrastructure that has been reimagined and designed by an artist. Integrating unique designs into infrastructure may be an affordable and efficient way to create a major visual impact. Some possible options for functional art installations include bike racks, benches, play equipment, medians, subdivision walls, trash cans, transit stops, storm drains, manholes, monument signage, sidewalk treatments and more.



Maria Sengle, *Wild Tracks* (2024)
Jackson Hole, Wyoming

MURALS

Murals are large-scale, two-dimensional compositions that can be: 1) painted onto the surface 2) graphic reproductions printed onto vinyl that is adhered to a surface, or 3) painted onto a panel that is affixed to the building. Environmental conditions, artwork display duration, artist ability, timeline, and budget are all considerations for which mural application style is suitable for a project. While curating permanent works of art as part of the collection is important, ephemeral works such as murals allow for the exposure of many artists over a short period of time rather than a few artists over a long period of time.



Mina Cheon, *Diamond Sculpture* (Series of 15) 2015

LIGHT INSTALLATIONS

Artists use lighting in creative and interesting ways in order to manipulate the built environment with limited physical impacts. Light installations may be used on existing buildings, in parks on substantial landscape features, or as part of a larger installation of sculpture. They may be especially useful and impactful when used in infrastructure projects.

Kerstin Brätsch, *Fossil Psychic Stone Mimicry (Palladiana, Mosaico_Bench I)*, 2024–2025

MOSAICS

Mosaics come in many shapes and sizes and include glass or ceramics. The relative flexibility of the application of mosaics responds well to many art contexts. Mosaics can be inlaid for flooring or wall elements, or they may be a component of a sculpture. Terrazzo floors can be considered as a kind of mosaic installation.

Allegory, *Flux Cocoon*
Lausanne

MULTIMEDIA

Multimedia installations may combine many other art types in ways that expand the imagination. Video, lighting, sculpture, murals, and more can be combined to make multimedia installations. Multimedia installations are especially useful for temporary or pop-up installations.

Meg White, *Muse of Discovery*
Lake Eola Park, Orlando, FL

SITE-SPECIFIC ART

Site-specific art is artwork that is aesthetically, conceptually, and/or thematically connected to the unique circumstances, culture, history, and environment of a particular site. Site-specific art can take many forms, and may be permanent or temporary. In this approach to art-making, artists extensively research the place, site, or area where the site-specific artwork will be placed. Site-specific art tells the story of a place through its surroundings, enriching the experience of the place itself.

City of Vacaville, CA 2024 Día de los Muertos celebration at Andrews Park & CreekWalk Plaza

PERFORMING ARTS

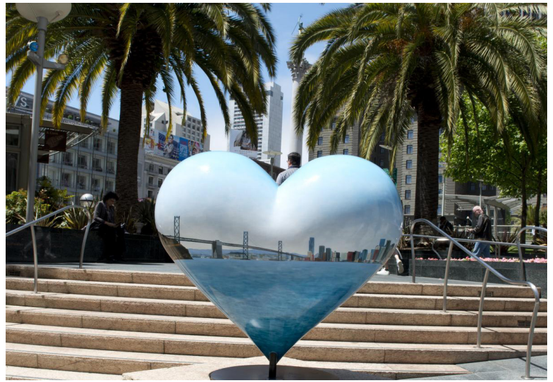
Dance, theater, and spoken word are common types of public performance. The scale and scope of these artforms may vary, as well as their performance spaces. Performing arts are not typically a permitted expenditure for public art funds.

PUBLIC ART PLACEMENT STRATEGIES

LUMA Festival 2023, Binghamton, NY

TIME-BASED MEDIA

Time-based Media is art that is created using photography, video, film, and/or audio whose composition transpired over a period of time. Time-based media artwork has clearly-defined beginning and ending points. This kind of artwork may run on a loop and is suitable for environments whose conditions are not suitable for traditional artwork materials. Time-based media typically assumes the form of projection mapping onto buildings, or sound-based artworks.



Hearts in San Francisco, Union Square, San Francisco, California (2012). Image by Carol Highsmith.

ITERATIVE PUBLIC ART PROJECTS

An iterative project is one that has many parts united by the same theme. For example, a park may commission an artist to create a series of sculptures placed in various locations around the park, united by the theme "Larger Than Life Flowers." Another example could be a recurring design motif or symbol placed in a range of sites around a town center, such as the famous San Francisco hearts, which take many iconic forms across the city. Iterative projects establish a "trail" for the community to follow across a predetermined area, making them a great option for retail areas, parks, or historic town centers.

William Crite, *Mosaic Tile Mural*, Pasadena, CA (1995)

SINGLE-PRESENTATION PUBLIC ART PROJECTS

Single-presentation public art projects are those that do not repeat in multiple locations and their compositions are limited to one site. Examples of these kinds of projects include, a large-scale sculpture commissioned for a city hall lawn; a unique mural on the facade of a community center; or light installation that is engineered to complement the detailed architecture of a historic building. Single-presentation projects may be temporary, or long-term, and they are primarily characterized by their function as a landmark in public space.

Cecilia Lueza, *A Timeless Journey*, Jacksonville, Florida (2017)

ART TRAIL + TRANSIT

Taking inspiration from the format of Iterative Public Art Programs, art that is placed along trails or integrated into a Public Transit system can shape transportation routes and provide a captivating, continuous experience for travelers. The benefits of art integrated into the mass transit experience includes increased ridership, enhanced system identity, and vandalism deterrence, in addition to an overall stimulating and engaging rider experience.

ENGAGING PUBLIC ART OPPORTUNITIES

Teddy Adams Band, Savannah, Georgia

PUBLIC PERFORMANCES

Dance, theater, spoken word, or another type of public performance is an ideal opportunity to be staged in public space or alongside public art. These displays have a particular relevance when staged at the unveiling of public artworks.

Open Air Studio, Gahanna, Ohio

POP-UP + TEMPORARY ART

Pop-up and Temporary Art are public art opportunities that exist in a community between one day and two years. Though temporary art is not intended to live for a generation, it can have a lasting impact on a community by creating a sense of surprise and joy in unexpected places. Some ideal locations for temporary installations include construction sites, sidewalks, alleyways, parks, and temporarily empty spaces and storefronts. Photography, chalk art, and artworks made using natural materials are ideal mediums for temporary, rotating experiences.

Community art in Milpitas, CA.

COMMUNITY PARTICIPATORY ART

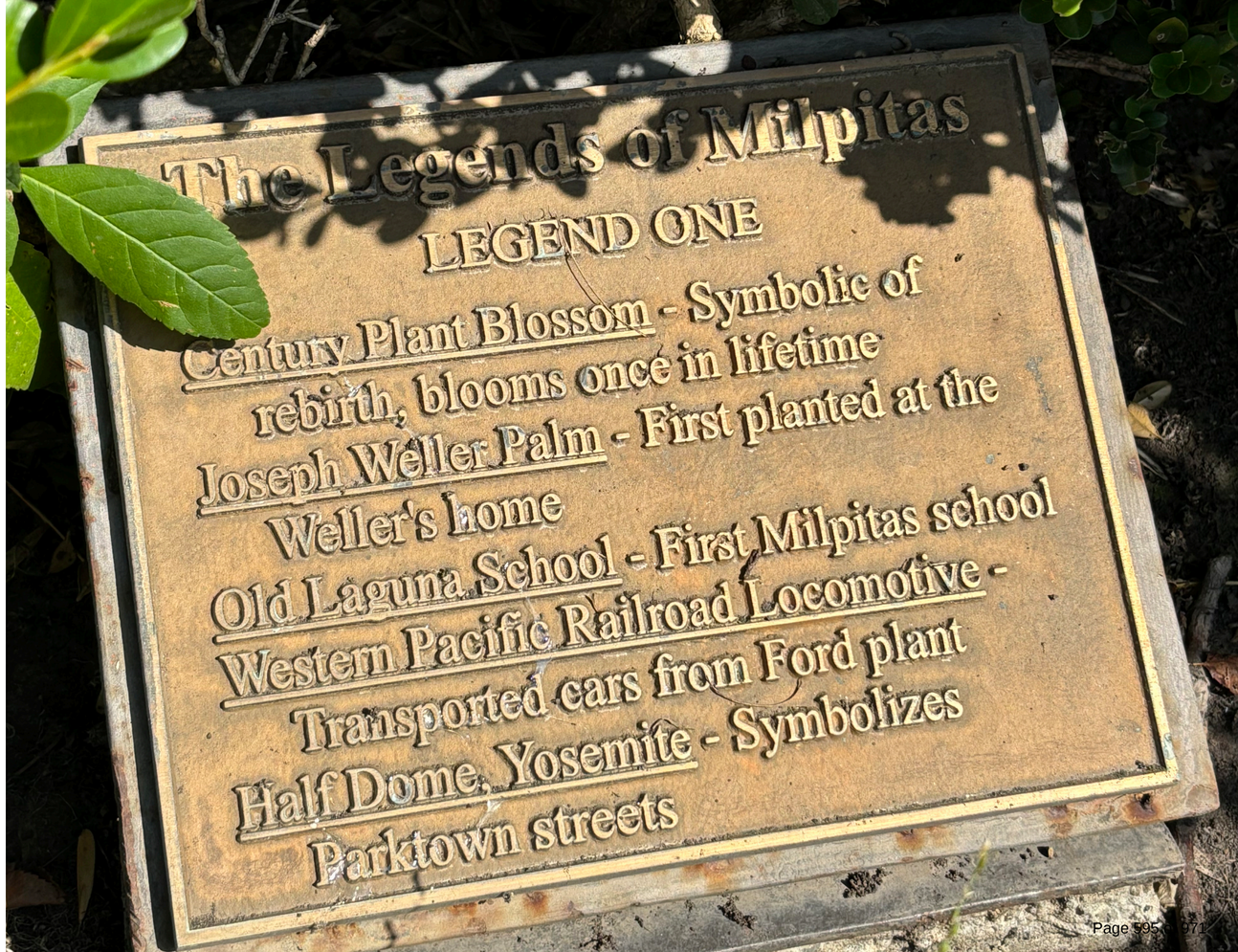
Participatory art involves the community or a public group in the process of art-making, as guided by an artist. Artwork that emerges from a participatory experience enhances and celebrates its process and participants over short or long periods of time. Collaborative art pieces engage people to generate feelings of community pride and ownership. Milpitas has done a number of community participatory art projects in conjunction with special events, and are often a highlight of these programs.

CHAPTER FOUR

MILPITAS-SPECIFIC LOCATIONS + THEMES FOR PUBLIC ART

04

LOCATIONS FOR PUBLIC ART PLACEMENT
THEMES FOR PUBLIC ART PROJECTS



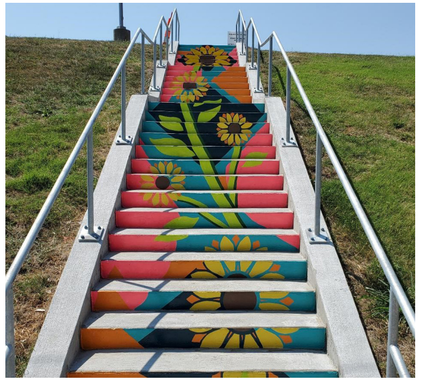
Vickie Jo Sowell,
Legends of Milpitas

STAIR MURAL + MOSAIC AT HIDDEN LAKE PARK

Hidden Lake Park is a true hidden gem in the center of Milpitas, but it does not yet have a prominent public art piece to anchor its sense of place.

This park provides pedestrian access to the Berryessa Creek Trail and multiple neighborhoods. Activating this site's highly visible staircases through a series of mosaic or mural treatments would emphasize Hidden Lake Park as a node for outdoor recreation and connectivity.

COST	$25,000 - $50,000 (Mural) $100,000 (Mosaic)
SPECIAL CONSIDERATIONS	None
IMPLEMENTATION TIMELINE	12 months



Ashley Corbello
Roeland Park, KS

Potential Project Placement

Tori Shao
Issaquah, WA

HILLSIDE INTERVENTION

Milpitas' picturesque hills have shaped the City's footprint, culture, and history for centuries. Public art could celebrate the landscape's history through a combination of temporary and permanent interventions, and offer an experience that is unique to Milpitas.

Although parts of the hillside may not have public access, public art can enhance the natural wonder and beauty of this majestic landscape, inspiring a strong sense of city-wide pride and sense of place.

COST	$25,000 - $200,000+
SPECIAL CONSIDERATIONS	Partnerships with private, county, and/or state entities would need consideration. Both temporary and permanent activations should withstand the regional rainy and fire seasons (November-March). Local ecological and/or environmental partners may be a helpful resource to implement projects that are sustainable and compliant with local and state laws.
IMPLEMENTATION TIMELINE	12- 18 months

Christo and Jeanne Claude, *The Umbrellas*
1991 (Los Angeles County)

Kelsi Anderson, *Birds of Paradise*
2024 Santa Rosa, CA

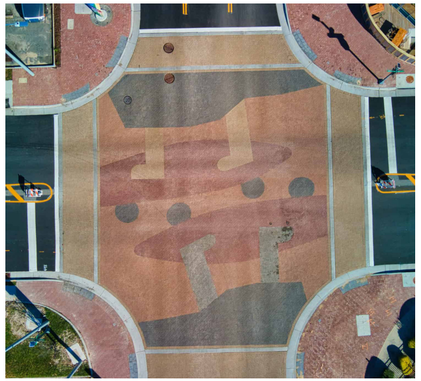
Bruce Munro, *Sensorio*
Paso Robles, CA

PUBLIC ART AND PLACEMAKING AT KEY INTERSECTIONS

Survey respondents selected Midtown Milpitas (near Main Street and Calaveras) as the place where they would most like to see public art in Milpitas. Implementing strategic public art projects along Main Street—specifically at the intersections with Weller (north end of Milpitas Library) and Serra (in front of Central Plaza)—offers a creative approach to defining Milpitas' intended public gathering areas. These nodes bookend Milpitas' downtown area, but could be better defined by crosswalk murals, gateway projects, or iterative treatments in walkways or on lightpoles.

It will be key to integrate public art at these sites in flexible ways: not only should public art enliven Main Street, but also it should define these intersections as primary sites for gathering, activities, and events. Paver compositions or murals would designate these intersections as centerpieces of the community.

COST	$25,000 - $200,000+
SPECIAL CONSIDERATIONS	Partnerships with private, county, and/or state entities would need consideration, based on right-of-way jurisdiction. Both temporary and permanent interventions should be considered and aligned with seasonal activities.
IMPLEMENTATION TIMELINE	6-18 months



Richard Nickel, VIBE District Crosswalk
Virginia Beach, VA

Potential Project Placement

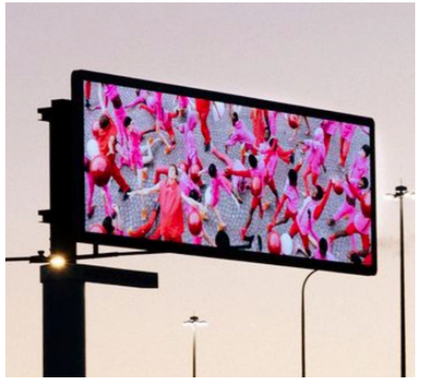
Cecilia Lueza, *Summertime,* 2021
Clearwater, Florida

ROTATING 2-DIMENSIONAL ART ON DIGITAL BILLBOARDS

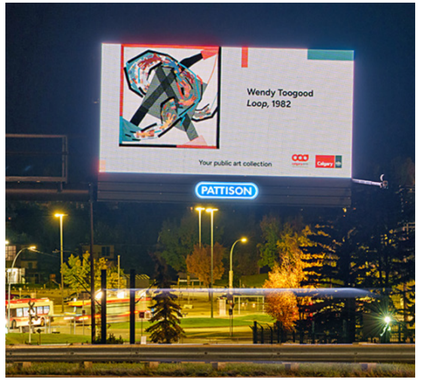
The City has previously been given access to two digital billboards on Interstates 237 and 880. These sites are ideal for two-dimensional digital art opportunities that could rotate on a regular basis, but would require that the City enter into easement agreements with the billboard owners.

The digital billboard in front of City Hall would be an ideal opportunity for community-created artwork, or projects by local and emerging artists. Implementation for these projects is similar to mural processes, but because artists' work would be digital, this opportunity could offer emerging public artists hands-on experience with municipal art practices.

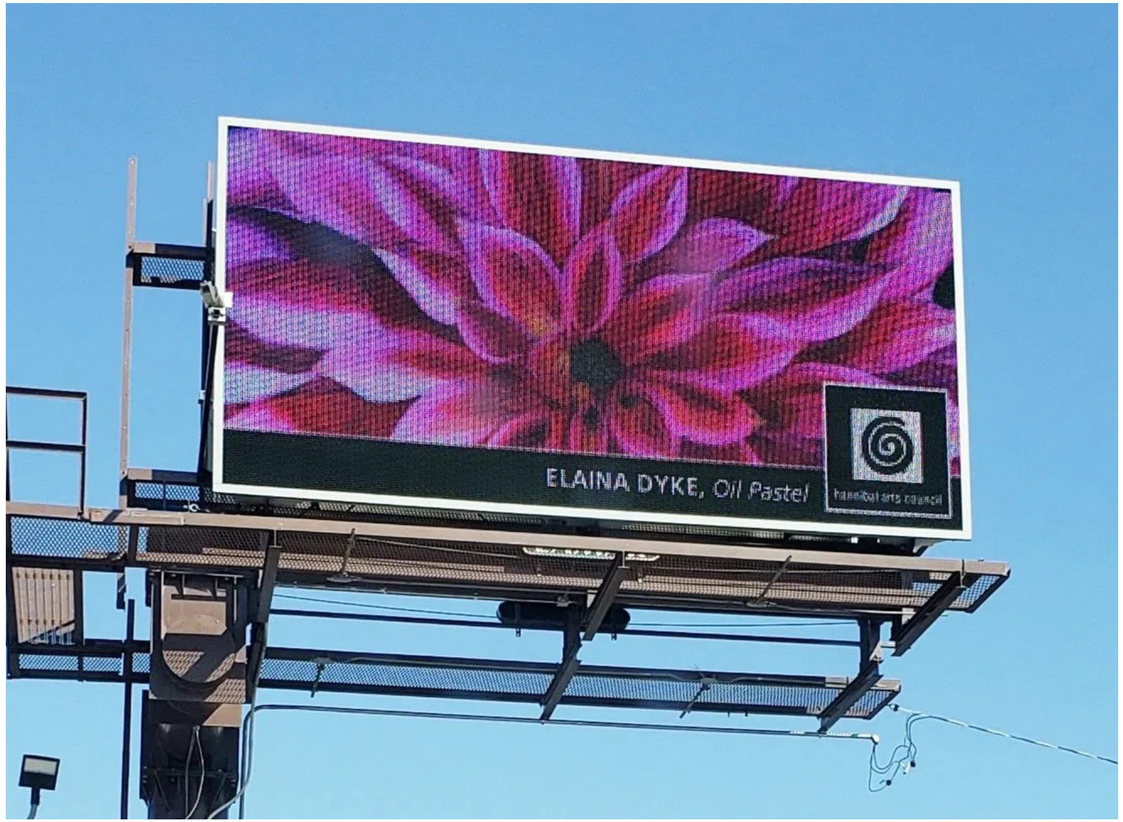
COST	$5,000 - $10,000 per project, before ongoing maintenance costs
SPECIAL CONSIDERATIONS	Partnerships with private, county, and/or state entities would need consideration, based on right-of-way jurisdiction. Both temporary and permanent interventions should be considered and aligned with seasonal activities.
IMPLEMENTATION TIMELINE	6 months



Pelle Cass, *Pink Dancers,* 2023
Override Billboard Project, Chicago, Illinois



Wendy Toogood, *Loop,* 1982
Calgary Art Collection



Elaina Dyke, *Petals,* 2021
Art in The Open, Hannibal Arts Council

MEDIAN PROJECTS ALONG JACKLIN, ABEL, AND N. MILPITAS BLVD.

Public art strategically located at primary entrance points into Midtown Milpitas and along major thoroughfares will welcome all into the city with unexpected whimsy, presence, and personality. Using infrastructure as a canvas, public art at these sites could be painted murals or structural enhancements designed by artists.

These interventions not only add character and visual interest to the area, but also provide opportunities for traffic calming and enhanced safety. Temporary and permanent interventions should be explored to maximize visual interest.

COST	$25,000 - $200,000+
POSSIBLE PARTNERS	County and State agencies
SPECIAL CONSIDERATIONS	Aim to site these works on City-controlled property and City-managed Rights-of Way. Aspirational projects along Calaveras/237 would require partnership with CalTrans.
IMPLEMENTATION TIMELINE	18-24 months

Papel Picado
Elizabeth Carrington

Potential Project Placement

Melissa Martinez, *Take Flight,* 2014
Tempe, Arizona

ENGRAVED OR INLAID PATHS

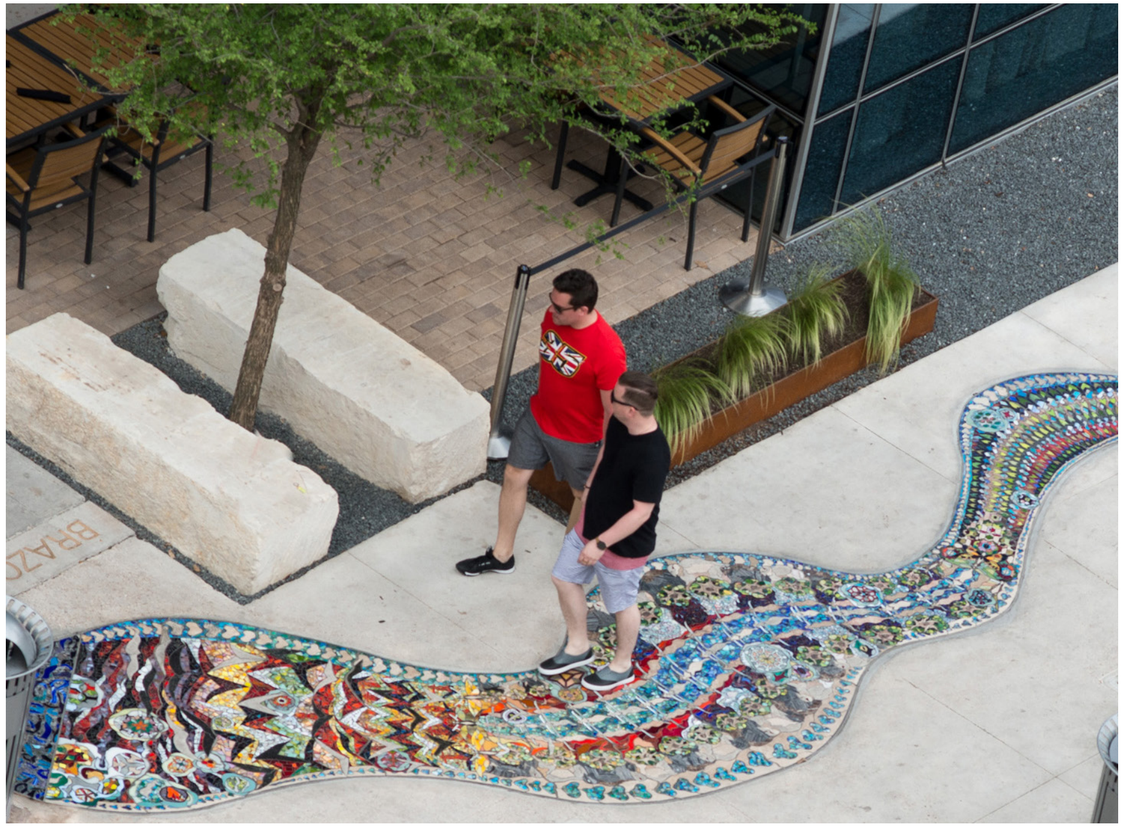
Milpitas' parks are already beautiful spaces for connection and recreation. Walking is both a popular pastime and transportation modality for residents of all ages. An ongoing series of engraved or invalid walking paths provide opportunities to enhance and enrich pedestrian experiences, while also elevating the City's infrastructure and public spaces.

These artist-designed projects could celebrate the many journeys of Milpitas' diverse community and the City's multilingual population through a series of words, phrases, and languages. The Hetch-Hetchy Trail is an ideal opportunity for this intervention, given its gravel paths and high visitorship.

COST	$25,000 - $100,000+
SPECIAL CONSIDERATIONS	Neighborhood groups, cultural organizations
IMPLEMENTATION TIMELINE	12 - 18 months

Esther Shalev-Gerz, *The Shadow,* 2018
University of British Columbia, Vancouver, Canada

Potential Project Placement



Ryah Christensen, *Reflections on the Brazos,* 2015
Austin, TX

HETCH-HETCHY TRAIL INTERVENTIONS

Despite being part of a larger trail system, Milpitas' Hetch-Hetchy Trail locations are integrated into the City's urban fabric. These could be ideal locations for pop-up experiences and temporary projects, which would not require permanent placement, structural engineering, or invasive installation. Similar pop-up experiences could occur in any of Milpitas' larger parks as well.

Additionally, the water tanks located in these parks are ideal opportunities for murals to enliven the trail experience.

ARTWORK	$5,000 - $25,000+
SPECIAL CONSIDERATIONS	An easement or MOU with the National Park Service will likely be required for all projects.
IMPLEMENTATION TIMELINE	12- 18 months

Chiaozza, Lawn Lumps Photo by Daniel Avila
NYC Parks

Fional Clarke

POTENTIAL LOCATIONS FOR HETCH-HETCHY TRAIL LOCATIONS

EXPANDED UTILITY BOX PROGRAM

Utility Box art remains one of the most high-impact, cost-effective approaches to public art and placemaking. There are 77 city-owned utility boxes that are prime opportunities for public art. Milpitas has implemented painted utility boxes in the past, but vinyl projects offer a greater range of project possibilities, as artists' work is digitally transformed into the vinyl wrap. This option also offers straightforward maintenance, and can be replaced every 3-5 years.

The structure of the Utility Box program could be expanded to the restroom facilities and service buildings at Milpitas' many parks.

COST	$1,500 - $5,000+
SPECIAL CONSIDERATIONS	None
IMPLEMENTATION TIMELINE	3-6 months

John Thurston, Hillcrest, CA

Unknown Utility Box

POTENTIAL LOCATIONS FOR UTILITY BOX PROGRAMING

FUNCTIONAL ART AND SOCIAL SPACES

Milpitas' parks are a beloved community asset, in addition to serving as the catalyst for the City's public art program over two decades ago. Artist-designed social spaces feature unique, visionary elements that foster interaction and connection.

Additionally, functional features enhance the site through otherwise ordinary elements of public spaces. The City already features a number of artist-designed benches in its collection, which could continue to grow through newly-commissioned waste receptacles, bike racks, shade structures, and other standard fixtures.

Incorporating such features around Milpitas bolsters neighborhood engagement and enhances park spaces through whimsical, yet highly practical artist-design features.

ARTWORK	$100,000 - $2 million, depending on size and scope of project
SPECIAL CONSIDERATIONS	Placement in high-traffic settings, material maintenance, seasonality of installations
IMPLEMENTATION TIMELINE	3 months for readymade pieces to 18 months for commissioned projects

Randy Purcell,
Bee Cycle, 2016, Nashville, TN

Yang Chi Lee,
The Wings, 2012, Phoenix

RE-site, *Nested Hive*, 2021
Charlotte, NC

MILPITAS SKATE PARK PUBLIC ART ENHANCEMENT

This 20,000 square foot canvas is an unparalleled opportunity to celebrate Milpitas' vibrancy in a recreational setting.

A series of murals at the Milpitas Skate Park could expand over time, centering around cultural celebration, feature bold and bright colors, and express the very best of Milpitas' diverse community.

ARTWORK	$45-$55 per square foot of artist-painted surface
SPECIAL CONSIDERATIONS	Ensuring that appropriate materials are used for painting the surface to ensure public safety, wear and tear, and artwork maintenance.
IMPLEMENTATION TIMELINE	6-10 months, but murals could develop over many years, rather than be installed at one time.

Ian Tilmann Skatepark, Safety Harbor, FL,
Beth Warmath and Heather Richardson

Andrew Schoultz,
Wynwood, Miami

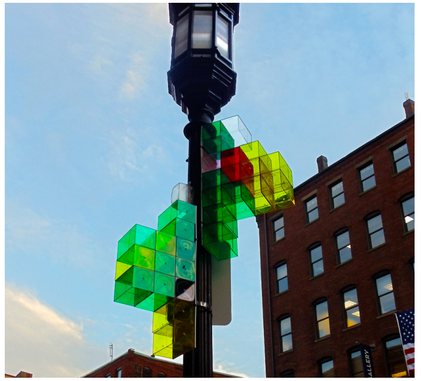
POTENTIAL SKATE PARK PROJECT PLACEMENT

UTILITY POLE ACTIVATIONS

Utility poles around feature spaces for standard banners, which are currently utilized for local event advertising and other marketing purposes. Light poles along Calavares Blvd., in particular, feature spaces for banners, but are currently vacant.

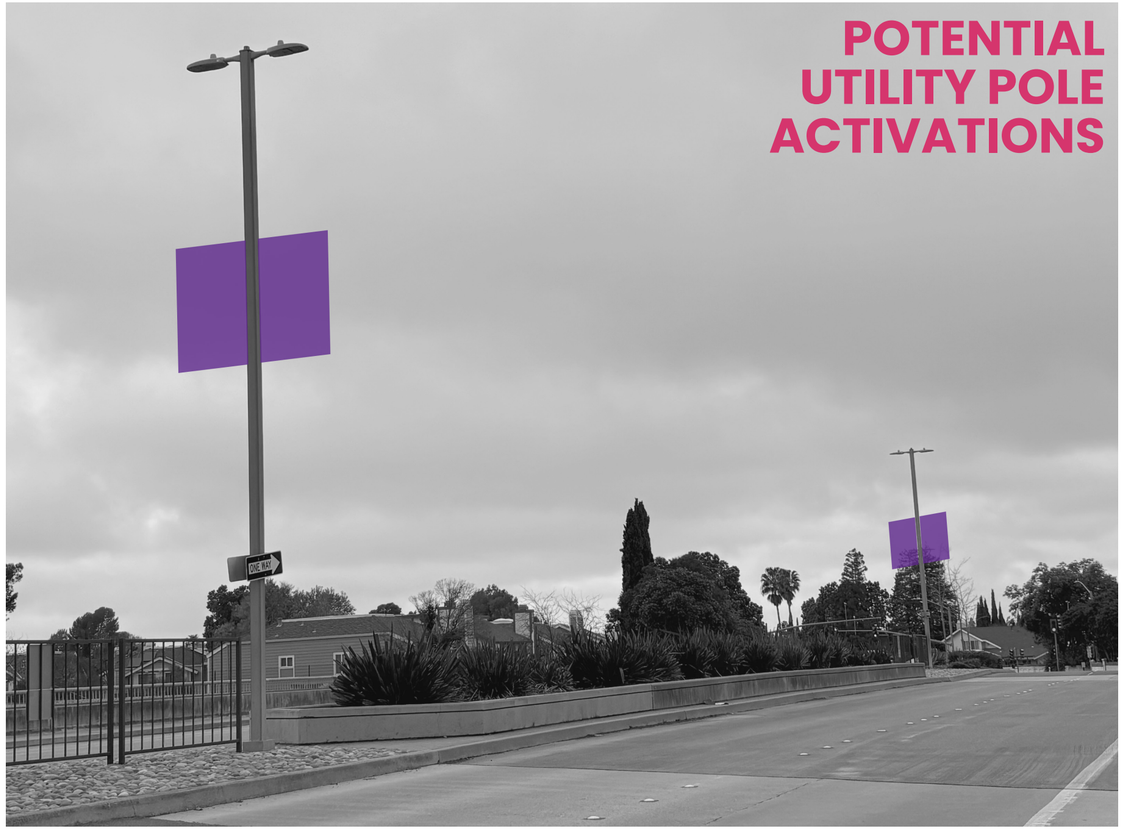
These spaces could also be used for public art in an approach similar to that for utility cabinets and bus stations. If advertising space is a priority for the utility poles, then the program could explore smaller-scaled sculpture installations on the poles, creating a surprising public art trail above walkways and roads.

LOCATIONS	Any city-owned utility or light poles; any poles on state-owned roads may require CalTrans approval.
IMPLEMENTATION COSTS	Banner: $1,000 artist honorarium + $1,000 printing and installation fees Sculpture: up to $20,000 for a multi-site sculpture installation
SPECIAL CONSIDERATIONS	Projects should rotate every 8-10 months
IMPLEMENTATION TIMELINE	The overall project will require 3-4 months for selection and planning, but installation should require no more than a few days to a week. This is another prime opportunity for working with community organizations, emerging artists, and local youth artists.



Claudia Ravaschiere and Michael Moss' Street Cathedral Boston

Ai, Summer Connections, 2022. Photography by Tori Lambermont, Mississauga



THEMES FOR PUBLIC ART PROJECTS

The community observed that future public art in Milpitas should strengthen the City's identity, celebrate the diversity of Milpitas, and beautify the City's buildings, streets, and city-owned facilities.

While honoring the City's history was not identified as a top priority for public art, proposed themes for future projects take inspiration from Milpitas' history, which can be recontextualized through different lenses to reveal the City's unique identity and align with the vision for the Public Art Plan.

Bill Gould,
Green Tree

LI-sculp-Runners-2002

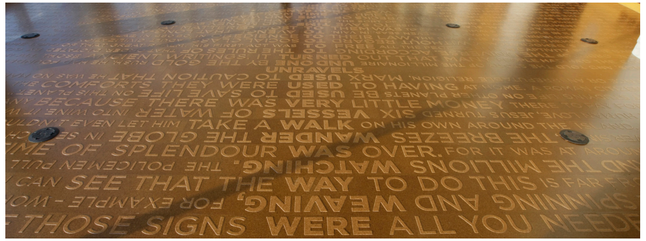
ALWAYS IN MOTION

From its early days along the Transcontinental and Western Pacific Railroad, to its present-day VTA and BART services, Milpitas is always in motion. In the 1950s, Ford's Milpitas plant was known for manufacturing the iconic Mustang, Falcon, and Maverick. Even the modern-day sport of hang gliding has roots in Milpitas: the first successful foot-launch of a hang glider happened over Santa Clara County's Ed R. Levin County Park.

Today, Milpitas is within Silicon Valley and the Bay Area's mass transit system, and the City's stations feature works of public art that celebrate Milpitas' diversity and natural beauty. The idea that Milpitas is always in motion could be articulated through a number of public art typologies, including a kinetic project (not unlike the always popular Kicker Kid at Cardoza Park), or a series of functional artworks. Such projects should take a nuanced approach to Milpitas' history with progress, transportation, and motion, and offer neutral imagery and an abstract perspective that serves as a playful, unexpected conversation starter.

Shadows of Meaning
Urban Rock Design, Dreiser

Urban Rock Design, Vortex



Verse,
Ann Hamilton

A COMMON LANGUAGE

Diverse communities and cultures have shaped Milpitas for centuries, and it continues to be a place where all are welcome. Public art should inspire inclusivity, belonging, and representation, yet half of survey respondents indicated that the current public art collection does not achieve these goals.

Future public art should embrace themes of cross-cultural connection and shared values, but could also highlight the distinct contributions of ethnic and cultural groups to the community. As mentioned above, an artist-designed engraved or inlaid walking path spanning a walkable distance could feature welcoming words in multiple languages. A community-centered project could include temporary photography displays in Milpitas' parks featuring original artwork by neighborhood residents, showcasing traditions, places, and customs of the many backgrounds that comprise Milpitas' rich cultural fabric. The City could also support annual light projections on City-owned buildings, featuring time-based artworks that represent stories, sensations, and experiences of Milpitas' many communities.

Mili Romano with Studio Ciorra and Sabrina Torelli,
Light Path

Urban Rock Design

I have a story to tell you...,
Pepón Osorio's

Cloud House,
Matthew Mazzotta

THE GATHERING HOUSE

The Gathering House is a proposed large-scale, permanent public art project for placement in one of Milpitas' main parks or public spaces. This structure functions as a place for connection, sharing, safety, and shelter, and its open structure invites all into its space. Inspired by the legacy of housing integration in the Sunnyhills neighborhood, this project emphasizes shared experiences with neighbors and coming together across our shared needs and values. The potential for community impact through this project is high, as it responds to the community's need for public art that fosters belonging, celebrates diversity, and honors Milpitas' history through a nuanced, recontextualization of Sunnyhills' revolutionary place in American history.

Erik and Israel Nordin, *The Seed,* (2017)
Sterling Heights, MI.

Matthew Mazzotta, *Wrapped in Sunbeams,* 2021,
LA, California

RE-site Chromatic Harvest Arvada Ridge Commuter
Rail Station, Arvada CO 2017

LAND OF SUNSHINE, FRUIT, AND FLOWERS

Milpitas is known for its fertile landscape and diverse plants and crops, but the City's workforce and professional industries have expanded over time. Today, references to its agricultural history are present everywhere, including in its public art. Going beyond realistic representations of this legacy, Milpitas could embrace its identity as the land of sunshine, fruit, and flowers through whimsical, unexpected projects, such as larger-than-life acorn sculptures, fig leaf-inspired roadway enhancements, and a vibrant, graphic mural at Main and Serra displaying a cornucopia of Milpitas' historic crops.

Other projects could take a more nuanced approach, including a subtle, artist-designed light installation responding to seasonal daylight cycles, or a series of mosaics that converge themes of development, childhood, and community. Growth is at the heart of Milpitas's identity and will continue to foster its future.

We Are Fairtrade, Isaac Tapia and Rodrigo Alvarez,
Lawrence, KS

CHAPTER FIVE

STRATEGIC RECOMMENDATIONS

05

PROGRAM + ADMINISTATIVE RECOMMENDATIONS
SUMMARY OF STRATEGIC RECOMMENDATIONS

Adrian Susnea-Litman,
Garden Fantasy

1. POLICY UPDATES

1.1. Expand the Public Art Program's current policy to include a Collection Management policy, which includes processes for loaned art, donations, maintenance, and deaccession. The proposed policy can be found on p. -.

1.2. Expand the Public Art Program's current policy to include an Acquisition policy, which outlines processes for purchasing existing artwork and commission artwork for addition to the collection. The proposed policy can be found on p. _.

1.3. Formalize the duties and responsibilities of a Public Art Administrator, who may be a part-time staff or consultant position.

2. AUDIT CURRENT COLLECTION AND EXPLORE APPROPRIATE MAINTENANCE TREATMENTS

2.1. Consult updated Public Art Policy document for updated deaccession and maintenance processes.

2.2. Determine which pieces, if any, should be candidates for deaccession by reviewing the Collection Assessment report.

2.3. Explore annual cost of an on-call Conservation Firm for conservation consultation, treatment services, preventative conservation support, and creating an emergency plan for the collection.

2.4. Develop a five-year maintenance plan for the collection, based on the Collection Assessment report.

3. EXPAND PUBLIC ART FUNDING

3.1. Milpitas should increase its public art assessment fees for private development from one-half (.5) percent to at least one and a half (1.5%), if not greater to be in line with surrounding communities and their commitment to public art in private development.

3.2. Milpitas should specify that the private development in-lieu fee is an amount equal to the assessed 1.5%

3.3. Specify definition of projects that are eligible (public and private)

4. COLLABORATE WITH PUBLIC AND PRIVATE ENTITIES

4.1. Strengthen partnerships with VTA, BART, and CalTrans around public art opportunities on their properties and infrastructure. Discuss partnerships for possible public art projects on transit infrastructure, including the Montague elevated tracks, and the Calaveras Blvd. medians.

4.4.1. Consider hosting a workshop for Milpitas' Arts Commission and members of the above transportation agencies' art boards and decision-making groups.

4.2. Deepen collaboration with the City's Economic Development and Planning departments to encourage private developers to install public artworks on their properties when appropriate, and create literature to support these efforts.

4.3. Work with local businesses to explore mural easements through the City's existing mural program to create opportunities for pedestrian friendly-enhancements to transit stations and crosswalks, which would support public safety and traffic calming goals.

4.3.1. Consider proposing a matching grant that the City administers to property owners who indicate interest in placing murals on their property within this designated area.

4.3.2. Collaborate with local businesses on private installations, and provide courtesy reviews of installation proposals.

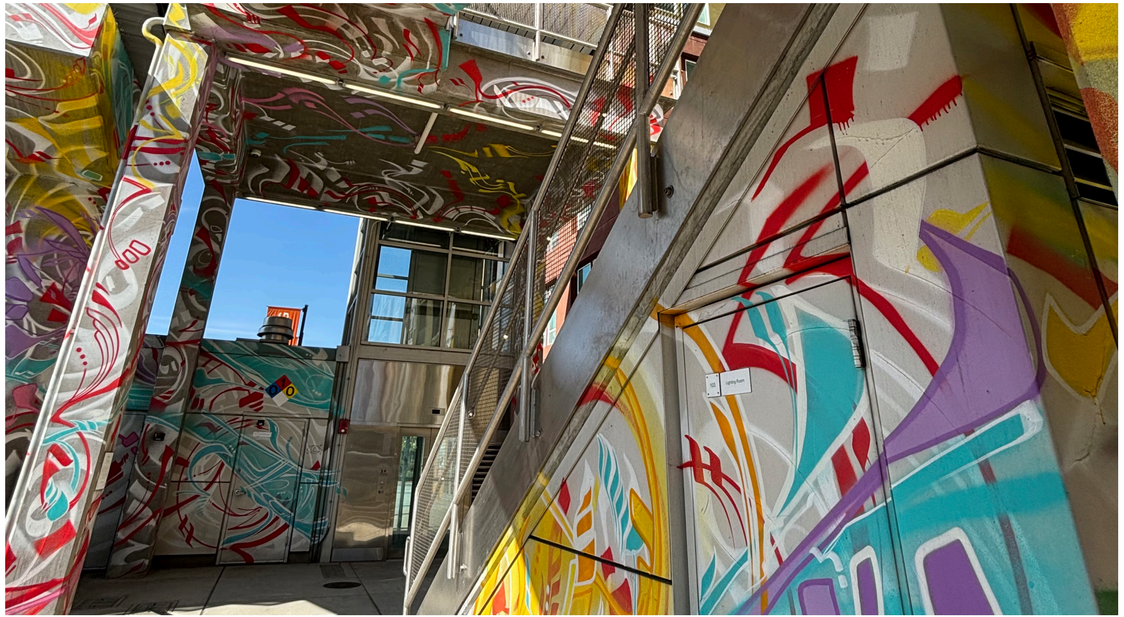
5. INCREASE ACCESSIBILITY TO THE PUBLIC ART COLLECTION.

5.1. Consistent artwork signage, possibly in multiple languages, is needed across the City's collection in order to establish the collection's identity and presence around town. Signage should include the following content: Title of work, artist name, medium, year installed, artist statement (If applicable). Interactive QR codes or other contextual strategy could be implemented at each artwork to provide additional information about each work in the collection.

5.2. A published Public Art Field Guide could elevate the City's pride in the collection. Updating the guide and printing new editions would be recommended every 5-10 years.

5.3. The Collection's current online presence could be enhanced with an online public art map that could double as a collection management system for the collection. If this option is pursued, the collection should be professionally photographed, as not all artworks have been formally documented.

SUMMARY OF STRATEGIC RECOMMENDATIONS



Ryan Petersen,
Together We Are More

The Plan specifically addresses recommendations for public art projects, themes, placement, and program strategies to ensure an expanded public art program that reflects Milpitas for generations to come. The following broadly summarizes the Plan's approach to its strategic recommendations, based on community feedback about:

- **Community-centric, Inclusive, and Accessible:** Public art should resonate with the diverse community, especially younger demographics. The collection should be more accessible, which can be addressed through bilingual interpretive materials, contextualizing QR codes, and a Public Art Field Guide. The process of creating public art should involve residents in decision-making, from concept to installation. Additionally, the City should explore opportunities for Community Art-making, led by local artists. As outlined in the Recommendations above, these projects should be funded separately from the Public Art Fund.
- **Regional context:** Among larger, regional cities (such as San Francisco and San Jose), Milpitas' public art and cultural resources are well-sized to meet needs of the community, which supports a continued desire to emphasize community pride through Milpitas' public art on a local scale.
- **Strategic placement:** Art should be strategically placed to maximize its impact, such as in high-traffic areas and community gathering spaces to strengthen the bond between the community and public art.
- **Collaboration:** A collaborative approach between City Departments (including Planning, Recreation & Community Services, and Economic Development) and the Community (developers, artists, neighborhood groups, etc.) is crucial for successful public art initiatives. The Public Art Program should also seek collaboration with businesses, schools, private entities, and cultural organizations to expand the reach of public art.
- **Balancing Tradition and Innovation:** Milpitas should strike a meaningful balance between traditional forms of expression and innovative mediums to engage a wider audience and stay relevant in Silicon Valley. The City is poised to be an example of how public art can support creative wellness within a STEM-centric community.
- **Sustainable funding mechanisms:** While the existing Percent for Art ordinance provides substantial funding support for public art acquisition in Milpitas, stakeholders expressed a desire for clear forms of support for long-term collection care and maintenance. The City should consider increasing the one-half percent developer fee to one and one-half percent, or greater.

CHAPTER SIX

APPENDIX

ACT CONSERVATION COLLECTION ASSESSMENT
ROTH ART GROUP COLLECTION APPRAISAL REPORT
PERCENT FOR ART CASE STUDIES
PERCENT FOR ART ORDINANCE RECOMMENDED DRAFT UPDATES
PUBLIC ART POLICY RECOMMENDED DRAFT UPDATES

Laurel True,
Starscape Bench

November 12, 2024

Anna Talarico
Designing Local
20 E Broad St. suite 1010,
Columbus, OH 43215

Dear Anna,

Thank you so much for the opportunity to work with Designing Local on the Conservation Assessment of 26 public artworks that comprise the public art collection of the City of Milpitas, CA.

Enclosed in this report is the following information:

- Condition Assessment of each of the 26 artworks
- Treatment Proposal for each of the 26 artworks
  - The Treatment Proposal is for a thorough treatment that would bring the artworks back to stable condition after years of not receiving any maintenance. Although the collection is doing well for having not been maintained, there are several artworks which require more invasive treatment to reach a stable condition and most pieces will require at least a few more hours beyond standard maintenance for this initial treatment.
- Estimate range for the proposed treatments
  - The estimates are presented with a minimum and maximum for both the estimated hours and cost.
- Estimated Materials Cost
  - The materials include specialized treatment supplies as well as lift rentals when necessary.
- Estimate for the Standard Maintenance for each of the 26 artworks
  - These estimates are also presented with a minimum and maximum for both the estimated hours and price.
  - A Standard Maintenance estimate differs from the Treatment Proposal in that it represents maintenance costs after the initial, thorough treatment that would bring the artwork back to stable condition. These estimates provide a more accurate representation of the cost of annual maintenance for the collection moving forward. As is recommended for most outdoor sculpture artworks, we recommended that the objects be maintained once a year. The condition of the artworks would be reassessed during each maintenance treatment, and recommendations to either lengthen or shorten the time between treatment would be made accordingly.

Contents in order:

1. Collection Manifest including Condition Assessments, Treatment Proposals, Estimated Cost, Estimated Materials Cost, Estimated Standard Maintenance.
2. Jobs List including Job Number, Artwork Location, Estimated Treatment Hours and Cost, Estimated Standard Maintenance Hours and Cost, Estimated Materials Cost.

Images, including overall images, detail images depicting condition concerns, and annotated images are provided in a DropBox folder for your convenience. Follow the link here.

All of the information that was collected and recorded about the artworks during this assessment is stored in a File Maker database dedicated to the collection. This database is only accessible by ACT Art Conservation staff, however individual reports or collections lists can be emailed upon request.

The Estimates provided for both the Treatment Proposals and for the Standard Maintenances are intended to assist with budgeting and are not a final quote for the work. Due to changes in costs for equipment rentals, materials and labor, new estimates would be generated if ACT Art Conservation is contracted to complete the treatment of the collection. We anticipate that there would be minimal change in the estimated costs, but due to the unpredictability of future pricing for equipment and supplies, pricing confirmation will be required if and when treatment is scheduled.

Sincerely,

Emily K. Rezes

Emily Rezes
Senior Objects Conservator
ACT Art Conservation LLC
objects@actartconservation.com

ACT Art Conservation, LLC
Fine art conservation of paintings, objects and works on paper
1033 S. Claremont St, San Mateo, CA 94402
Phone: 415.634.7489
E-Mail: studio@actartconservation.com Web: www.actartconservation.com

Client Name Anna Talarico

Designing Local
20 E Broad St. suite 1010,
Columbus, OH 43215

Total Estimate Minimum: $176,350

Total Estimate Maximum: $254,000

Estimated Materials: $18,200

Materials Include: equipment rentals and specialized treatment materials

Object	Condition / Treatment Proposal	Conservation Estimate
2024-172-1 Location: Jose Higuera Park	Condition Overall soil and dust accumulation Organic debris Bird droppings	Minimum: $1,000 Maximum: $1,500 Estimated Materials: $150
 James Dinh Circle of Time 2024 Granite, concrete, paint	Proposed Treatment Photodocument before, during and after treatment Overall surface cleaning with appropriate methods and materials	**Standard Annual Maintenance Estimates:** Minimum Maintenance: $1,000 Maximum Maintenance: $1,500

Object	Condition / Treatment Proposal	Conservation Estimate

2024-172-2

Location: Civic Center Plaza

Carla Moss
Flute Player
NA

Condition

Overall soil and dust accumulation
Organic debris
Cobwebs
Blue/green copper corrosion
Copper corrosion due to prolonged contact with water
Orange ferrous corrosion found in discrete point around the chin of the figure, likely from and internal steel armature
Bird droppings and associated copper corrosion
Mineral deposits
Wax wear and loss
Bronze appears “dry” due to wax loss
Minor patina loss in green clothing with brown patina exposed underneath

Proposed Treatment

Photodocument before, during and after treatment
Overall surface cleaning with appropriate methods and materials
Corrosion reduction using appropriate chemical and/or mechanical methods
Patina integration using appropriate methods and materials
Hot wax application
Cold wax application

Minimum: $5,400

Maximum: $6,800

Estimated Materials: $300

Standard Annual Maintenance Estimates:

Minimum Maintenance: $3,400

Maximum Maintenance: $5,100

Object	Condition / Treatment Proposal	Conservation Estimate

2024-172-3

Location: Barbara Lee Senior Center

MaryAnn Baker
Cameo Bench
2009
Bronze, exterior grade acrylic

Condition

Overall soil and dust accumulation
Organic debris
Cobwebs
Blue/green copper corrosion
Copper corrosion due to liquid deposit on bench seat
Coating deterioration
Blistered and delaminated coating, appearing as white bubbles concentrated in the bronze that is textured to appear like tree bark on both the tree and the bench
Bronze appears "dry"
Areas of paint loss, concentrated in the gold painted frames that surround the cameos.
Bird droppings and associated corrosion

Proposed Treatment

Photodocument before, during and after treatment
Overall surface cleaning with appropriate methods and materials
Corrosion reduction using appropriate chemical and/or mechanical methods
Solubility testing was completed on the coating, resulting in minimal solubility in Acetone, Ethanol, and Mineral Spirits. This suggests that the coating has cross-linked, reducing its solubility. Further testing would be completed to determine the best removal method on the day of treatment
Reduction of deteriorated coating using appropriate chemical and/or mechanical methods
Patina integration using appropriate methods and materials
Cold wax application

*Consultation of historic images and communication with artist to determine if the areas of paint loss should be inpainted.

Minimum: $6,800

Maximum: $10,200

Estimated Materials: $500

Standard Annual Maintenance Estimates:

Minimum Maintenance: $3,400

Maximum Maintenance: $3,400

Object	Condition / Treatment Proposal	Conservation Estimate
2024-172-4 Location: Senior Center Patio MaryAnn Baker Happy Hats Bench 2009 Bronze, exterior grade acrylic paint	**Condition** Overall soil and dust accumulation Organic debris Cobwebs Copper corrosion due to prolonged contact with water around the feet of the bench Copper corrosion due to liquid deposit and run-off Bird droppings and associated corrosion Areas of coating loss Bronze appears “dry” **Proposed Treatment** Photodocument before, during and after treatment Overall surface cleaning with appropriate methods and materials Corrosion reduction using appropriate chemical and/or mechanical methods Reduction of deteriorated coating using appropriate chemical and/or mechanical methods Cold wax application	Minimum: $3,400 Maximum: $6,800 Estimated Materials: $500 **Standard Annual Maintenance Estimates:** Minimum Maintenance: $1,700 Maximum Maintenance: $3,400
2024-172-5 Location: Senior Center Patio MaryAnn Baker Tulips Bench 2009 Bronze, exterior grade acrylic paint	**Condition** Overall soil and dust accumulation Organic debris Cobwebs Copper corrosion and minor mineral deposits on the back of the bench due to water runoff Copper corrosion due to liquid deposit on the seat of the bench Significant blue/green copper corrosion due to prolonged contact with water around the feet. The bench is bolted to the concrete, increasing water retention at the interface between the bronze and the concrete Bird droppings and associated corrosion Minor cracking the the paint film found in the tight curves in the flowers and leaves **Proposed Treatment** Photodocument before, during and after treatment Overall surface cleaning with appropriate methods and materials Corrosion reduction using appropriate chemical and/or mechanical methods Reduction of deteriorated coating using appropriate chemical and/or mechanical methods Cold wax application	Minimum: $3,400 Maximum: $6,800 Estimated Materials: $500 **Standard Annual Maintenance Estimates:** Minimum Maintenance: $1,700 Maximum Maintenance: $3,400

Object	Condition / Treatment Proposal	Conservation Estimate

2024-172-6

Location: Cesar Chavez Plaza, Barbara Lee Senior Center

MaryAnn Baker
Let's Dance Bench
2009
Bronze, exterior grade acrylic paint

Condition

Overall soil and dust accumulation
Organic debris
Cobwebs
Several feet are partially embedded in the the grass and soil
Bright blue/green copper corrosion on the feet due to prolonged contact with water, soil and grass
Salt efflorescence on the legs of the bench due to water and salt migration up from the soil
Combination of copper corrosion and salts could lead to the development of bronze disease if left untreated
Copper corrosion due to prolonged contact with water on the seat of the bench
Bird droppings
Cracking in paint, concentrated in tight curves
Fading of paint film

Proposed Treatment

Photodocument before, during and after treatment
Overall surface cleaning with appropriate methods and materials
Corrosion reduction using appropriate chemical and/or mechanical methods
Treatment of bronze disease using appropriate methods and materials
Consolidation and stabilization of paint
Cold wax application

*Recommend that the bench be moved or that a new concrete pad be poured in the current location to eliminate contact between the bench and the soil

Minimum: $6,800

Maximum: $10,200

Estimated Materials: $500

Standard Annual Maintenance Estimates:

Minimum Maintenance: $1,700

Maximum Maintenance: $3,400

Object	Condition / Treatment Proposal	Conservation Estimate

2024-172-7

Location: Civic Center Plaza

MaryAnn Baker
Veterans Memorial Bench
NA
Bronze, exterior grade acrylic coating

Condition

Overall soil and dust accumulation
Organic debris
Coating deterioration
Blistered and delaminated coating
Areas of coating loss
Areas where the coating was never applied ("Holidays") where brushstrokes in the coating are visible next to bare and dry looking bronze
Areas of preferential copper corrosion due to the difference in exposure to the elements between coated and uncoated areas
Bird droppings

Proposed Treatment

Photodocument before, during and after treatment
Overall surface cleaning with appropriate methods and materials
Corrosion reduction using appropriate chemical and/or mechanical methods
Reduction of deteriorated coating using appropriate chemical and/or mechanical methods
Solubility testing was completed on the coating resulting in minimal solubility in acetone, ethanol and mineral spirits. This suggests that the coating has cross-linked, reducing its solubility. Further testing would be completed to determine the best removal method on the day of treatment
Cold wax application or application of acrylic coating depending on the results of the coating removal

Minimum: $6,800

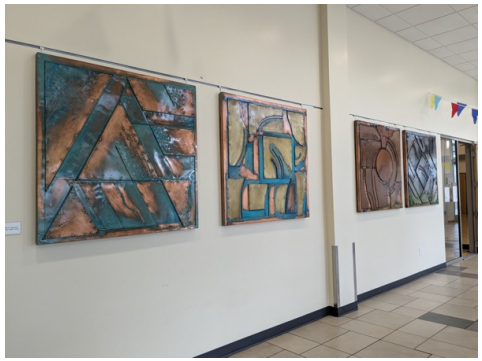
Maximum: $10,200

Estimated Materials: $300

Standard Annual Maintenance Estimates:

Minimum Maintenance: $1,700

Maximum Maintenance: $3,400

Object	Condition / Treatment Proposal	Conservation Estimate
2024-172-8 Location: Hallway wall, Barbara Lee Senior Center  Adrian Susnea-Litman Four Seasons 2010 Sheet metal, metal wire, paint, clear coat	Condition Overall soil and dust accumulation concentrated on horizontal surfaces Minor scuffs and scratches in the clear coat Proposed Treatment Photodocument before, during and after treatment Surface vacuum with HEPA vacuum; recto, verso Surface clean with dry eraser method / soot sponge / soft cloth Polish with appropriate methods to reduce scuffs and scratches	Minimum: $2,000 Maximum: $4,000 Estimated Materials: $200 **Standard Annual Maintenance Estimates:** Minimum Maintenance: $1,000 Maximum Maintenance: $2,000

Object	Condition / Treatment Proposal	Conservation Estimate
2024-172-9 Location: Lobby, Barbara Lee Senior Center Adrian Susnea-Litman Garden Fantasy 2010 Tile, mortar, grout, paint	Condition Overall soil and dust accumulation Thin layer of grime overall Minor losses in some of the tiles Proposed Treatment Photodocument before, during and after treatment Surface vacuum with HEPA vacuum; recto, verso Overall surface cleaning with appropriate methods and materials Fill and inpaint small losses	Minimum: $2,000 Maximum: $4,000 Estimated Materials: $200 **Standard Annual Maintenance Estimates:** Minimum Maintenance: $2,000 Maximum Maintenance: $4,000

Object	Condition / Treatment Proposal	Conservation Estimate
2024-172-10 Location: Barbara Lee Senior Center	Condition Overall soil and dust accumulation Scratches / abrasions in the acrylic glazing	Minimum: $750 Maximum: $1,000 Estimated Materials: $100
 Joanie Popeo Our View 2021 Acrylic?	Proposed Treatment Photodocument before, during and after treatment Surface vacuum with HEPA vacuum; recto, verso Surface clean with dry eraser method / soot sponge / soft cloth --- Photodocument Have the piece reframed if the scuffs are a concern	**Standard Annual Maintenance Estimates:** Minimum Maintenance: $250 Maximum Maintenance: $250

Object	Condition / Treatment Proposal	Conservation Estimate
2024-172-11 Location: Barbara Lee Senior Center	Condition Overall soil and dust accumulation	Minimum: $6,000 Maximum: $9,000 Estimated Materials: $1,500
 Adrian Susnea-Litman Thriving Legacy 2011 Acrylic mural	Proposed Treatment Photodocument before, during and after treatment Surface vacuum with HEPA vacuum; recto, verso Surface clean with dry eraser method / soot sponge / soft cloth Aqueous clean with appropriate methods and materials Treatment requires a lift rental	**Standard Annual Maintenance Estimates:** Minimum Maintenance: $4,000 Maximum Maintenance: $8,000

Object	Condition / Treatment Proposal	Conservation Estimate

2024-172-12

Location: Milpitas City Hall

David Alan Clark
David Alan Clark
2014
Bronze

Condition

Overall soil and dust accumulation
Organic debris, heavy pine needle and leaf deposit on bronze base from nearby tree
Cobwebs
Bird droppings and associated corrosion
Wax deterioration
Wax wear and loss
Blue/green copper corrosion
Rising damp with associated minerals, salts and blue/green copper corrosion found along the bottom 1/3 of the bronze base
Possible salt efflorescence/mineral deposits from rising damp/water retention at the interface between the bronze and concrete base

Proposed Treatment

Photodocument before, during and after treatment
Overall surface cleaning with appropriate methods and materials
Corrosion reduction using appropriate chemical and/or mechanical methods
Reduction of mineral deposits/salts using appropriate methods and materials
Hot wax application
Cold wax application

Treatment requires a lift rental

Minimum: $10,200

Maximum: $13,600

Estimated Materials: $2,000

Standard Annual Maintenance Estimates:

Minimum Maintenance: $3,400

Maximum Maintenance: $6,800

Object	Condition / Treatment Proposal	Conservation Estimate

2024-172-13

Location: Main & Great Mall Parkway
Bust Stop Roof

Adrian Susnea-Litman
Birds of Paradise
2011
Sheet metal, acrylic paint, clear coat

Condition

Overall soil and dust accumulation
Organic debris - concentrated in pockets between the sheet metal and on the roof of the bus stop
Cobwebs
Bird droppings
Coating deterioration - coating is cloudy and soft, no longer bound to the paint even in areas with no blistering
Blistered and delaminated coating - the coating is easily removed with minimal mechanical action
Areas of coating loss
Color shifting in paint - likely due in large part to deterioration of the clear coat

Proposed Treatment

Photodocument before, during and after treatment
Overall surface cleaning with appropriate methods and materials
Reduction of deteriorated coating using appropriate mechanical methods - testing shows that mechanical reduction readily removes the coating and does not damage the underlying paint layer

Minimum: $3,200

Maximum: $6,800

Estimated Materials: $200

Standard Annual Maintenance Estimates:

Minimum Maintenance: $3,200

Maximum Maintenance: $6,800

Object	Condition / Treatment Proposal	Conservation Estimate

2024-172-14

Location: Starlite Park

Laurel True
Starscape Bench
2005 (2007?)
glass tile, ceramic tile, grout, mortar, concrete, steel frame and foam, fiberglass mesh

Condition

Overall soil and dust accumulation
Organic debris
Biogrowth
Graffiti
Many tiles are cracked and chipped, several appear crushes with small fragments in the crushed area
7 clusters of missing round tiles including: red, orange, teal, purple
Several areas of missing glass/mirrored tiles
Large round tiles are 1.5" in diameter
Small round tiles are 0.75" in diameter
Rectangular glass tiles are 2.5-3" long

Proposed Treatment

Photodocument before, during and after treatment
Overall surface cleaning with appropriate methods and materials
Remove graffiti
Reduction of biogrowth using appropriate methods and materials
Source tiles
Replace missing tiles using appropriate methods and materials
Stabilize any cracks in the grout using appropriate methods and materials

Minimum: $8,500

Maximum: $11,900

Estimated Materials: $500

Standard Annual Maintenance Estimates:

Minimum Maintenance: $3,400

Maximum Maintenance: $6,800

Object	Condition / Treatment Proposal	Conservation Estimate

2024-172-15

Location: Rathbone Park

Scott Donahue
Watching You
2015
concrete, mineral paints/colored surface treatment, ceramic ties, fiberglass mesh, steel, plastic, silicone caulk

Condition

Overall soil and dust accumulation
Organic debris and cobwebs, concentrated in recess
Multiple linear cracks in the concrete panels - the different elements feel stable
There is a crack in the wrist of the large mountain lion. The paw feels stable but if the crack grows, the paw could become detached
Chips and small losses in both the tile and concrete elements. An ear is missing from a small mountain lion, revealing the original gray color of the concrete substrate. There is a chip missing from near the hind legs of a deer.
Biogrowth
Bird droppings
Streaking due to water runoff, bird droppings and soil accumulation
Mineral deposits and efflorescence due to water retention and evaporation points in concrete
The silicone caulk is pulling away from the concrete is several areas and should be monitored

Proposed Treatment

Photodocument before, during and after treatment
Overall surface cleaning with appropriate methods and materials
Reduction of biogrowth using appropriate methods and materials
Consolidate and stabilize cracks with injection grout
Fill and inpaint any large cracks, chips and losses in the concrete and tiles with appropriate methods and materials
Refabricate the missing ear from the mountain lion
Inpaint areas of worn and missing mineral paint/colored finish using appropriate methods and materials

Minimum: $8,500

Maximum: $10,200

Estimated Materials: $300

Standard Annual Maintenance Estimates:

Minimum Maintenance: $3,400

Maximum Maintenance: $6,800

2024-172-16

Location: Pinewood Park

Bill Gould
Green Tree
2010
Mild steel, mild steel wire, stainless steel wire, wire crimps, recycled materials

Condition

Overall soil and dust accumulation
Organic debris
Large and heavily soiled cobwebs cover most of the hanging elements

The mild steel components are corroded

The coiled round bar and balls are covered in a dark orange brown layer of ferrous corrosion
There are bird droppings with associated bright orange and yellow ferrous corrosion

The mild steel wires are corroded all the way through and as a result they are very brittle. Approximately 12 connection points between the wire and coiled bar have broken. The corrosion could be exacerbated by the galvanic reaction between the mild steel and stainless steel wires.

The hanging elements are suspended on stainless steel wires which are in good condition
The plastic recycled elements are yellowed, cloudy and brittle with small losses
Some of the glass components are chipped
Approximately 10 of the hanging elements are tangled. Some are horizontal, stuck on several other hanging elements
Approximately 2 hanging elements have fallen off of the sculpture. One is hung on the trunk of the tree

The level of instability in the upper mild steel wires requires attention soon. The brittle wires combined with the flexibility of the sculpture could easily lead to significant losses of the hanging elements in the near future. There is a concern for public safety if the heavier elements fall

Proposed Treatment

Photodocument before, during and after treatment
Overall surface cleaning with appropriate methods and materials
Corrosion reduction using appropriate chemical and/or mechanical methods on the orange ferrous corrosion associated with bird droppings
Restringing in parallel to mild steel wire with a plastic coated wire, following the same zig-zag pattern and threading through the loops of the hanging elements. The plastic coating on the new wire would match the brown color of the mild steel and both would be left in-situ. The intent of the new wire would be to catch the hanging elements as the mild steel wire fails. There is no way to stabilize and reinforce the original mild steel wire that would prevent this eventual structural failure.

Minimum: $24,800
Maximum: $30,600
Estimated Materials: $2,500

Standard Annual Maintenance Estimates:
Minimum Maintenance: $10,200
Maximum Maintenance: $13,600

Object	Condition / Treatment Proposal	Conservation Estimate
	Treatment requires a lift rental.	
2024-172-17 Location: Milpitas Sports Center, Baseball Field backdrop Niles Palmer Baseball Figures 2000? Painted Metal	Condition Overall soil and dust accumulation Organic debris Cobwebs Proposed Treatment Photodocument before, during and after treatment Overall surface cleaning with appropriate methods and materials Treatment requires a lift rental	Minimum: $3,400 Maximum: $6,800 Estimated Materials: $1,500 **Standard Annual Maintenance Estimates:** Minimum Maintenance: $3,400 Maximum Maintenance: $6,800

Object	Condition / Treatment Proposal	Conservation Estimate

2024-172-18

Location: Milpitas Library

Carla Moss
Cartwheels
2004
Bronze

Condition

Overall soil and dust accumulation
Organic debris
Cobwebs
Copper corrosion due to prolonged contact with water, especially seen around the hands of the figures which are in contact with the concrete bases
Bird droppings and associated corrosion
Mineral deposits from nearby sprinklers

On 10/28/24 ACT Art was informed by the city that figure with the pink shirt and socks was vandalized and knocked over, breaking the pin that attached the proper left hand to the concrete base. When the sculpture was assessed, it was determined that the figure with the pink shirt and the figure in the tan shirt shift slightly on their pins when pressure is applied. There was no indication however that the pins were broken or that there was imminent danger of structural failure.

We recommend that the pins/mounting mechanisms be reinforced

Proposed Treatment

Photodocument before, during and after treatment
Overall surface cleaning with appropriate methods and materials
Corrosion reduction using appropriate chemical and/or mechanical methods
Reduction of mineral deposits using appropriate chemical and/or mechanical methods
Hot wax application
Cold wax application

Minimum: $6,800

Maximum: $10,200

Estimated Materials: $200

Standard Annual Maintenance Estimates:

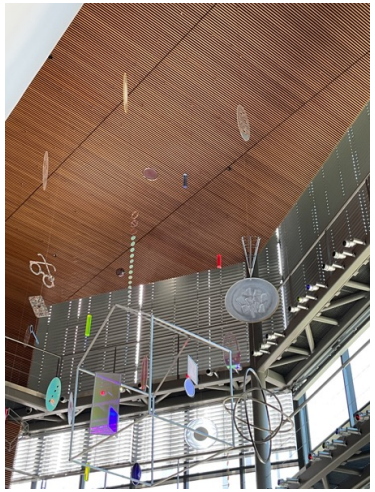
Minimum Maintenance: $3,400

Maximum Maintenance: $6,800

Object	Condition / Treatment Proposal	Conservation Estimate

2024-172-19

Location: Milpitas Library



Cork Marcheschi
Fertile Ground
2008
Plastic, dichroic glass, mono filament

Condition

Overall soil, grime and dust accumulation
Fingerprints - likely from initial installation that have accumulated more dust than surrounding surfaces
Cobwebs
One element appears to be missing with only the strand of mono filament remaining

Proposed Treatment

Photodocument before, during and after treatment
Surface vacuum with HEPA vacuum; recto, verso
Overall surface cleaning with appropriate methods and materials

Treatment requires a lift rental

Minimum: $3,400

Maximum: $6,800

Estimated Materials: $1,500

Standard Annual Maintenance Estimates:

Minimum Maintenance: $3,400

Maximum Maintenance: $6,800

Object	Condition / Treatment Proposal	Conservation Estimate

2024-172-20

Location: Hillcrest Park

Shannon Moore-Jervis, Marcia Smith
Hand in Hand Around the Park
2004
Ceramic tile, mortar, grout, steel sheet metal, paint

Condition

Overall soil and dust accumulation
Organic debris
Cobwebs
Biogrowth concentrated in the grout
Ferrous corrosion on the painted steel peak, sphere and ribbon with open worked letters
Pitting
Blistered and delaminated paint
Cracking in paint
Areas of paint loss
Approximately 30 cracks in the ceramic tiles
Approximately 4 missing tiles - 4" curved edge and corner black tiles
Approximately 2 chipped tiles that expose the ceramic substrate

Proposed Treatment

Photodocument before, during and after treatment
Overall surface cleaning with appropriate methods and materials
Removal of deteriorated paint using appropriate chemical and/or mechanical methods
Corrosion reduction using appropriate chemical and/or mechanical methods
Corrosion conversion to reduce the development of ferrous corrosion
Application of black and white direct to metal paint systems to the treated steel

Reduction of biogrowth using appropriate methods and materials
Stabilization of cracks in grout and tile using injection grout

Source tiles
Remove chipped tiles
Replace all missing tiles

Minimum: $8,500

Maximum: $11,900

Estimated Materials: $400

Standard Annual Maintenance Estimates:

Minimum Maintenance: $3,400

Maximum Maintenance: $6,800

2024-172-21

Location: Cardoza Park

Joe Bologna, Patricia Vader
Joe Bologna, Patricia Vader
2015
Aluminum, steel, paint, clear coat

Condition

The kinetic sculpture does still move. There is some wear on the aluminum rod that suspends the soccer ball due to repeated sliding against the inverted arch

Overall soil and dust accumulation
Organic debris
Cobwebs

The clear coat found on the socks, shoes, shorts, circles in the bicycle wheel and on the unpainted aluminum is deteriorated:
Blistered and delaminated coating
Areas of coating loss

The gold paint is deteriorated:
Blistered and delaminated paint
Cracking in paint
Areas of paint loss
It does not appear that the underlying red paint was prepped, causing the gold paint to crack, blister and peel

The red paint on the shorts and shoes is faded, likely due to UV exposure through the clear coat. The areas of red paint that were protected by the overlaid gold paint are much more vibrant and saturated

The gold paint and clear coat on the circles in the bicycle wheel is deteriorated:
The gold paint and the clear coat appear to be incompatible. The clear coat fused to the paint layer but shrunk and discolored over time. The clear coat is insoluble and the exposed gold paint is readily soluble in most solvents

Proposed Treatment

Photodocument before, during and after treatment
Overall surface cleaning with appropriate methods and materials

Reduction of deteriorated clear coat using appropriate chemical and/or mechanical methods

Removal of peeling gold paint from the legs and reapplication of gold paint after proper surface prep of the underlying red paint

Removal of gold paint and cross-linked clear coat on the circles.
Reapplication of gold paint after proper surface prep of the underlying sheet metal
Cold wax application where necessary

Minimum: $10,200

Maximum: $13,600

Estimated Materials: $2,500

Standard Annual Maintenance Estimates:

Minimum Maintenance: $3,400

Maximum Maintenance: $6,800

Treatment requires a lift rental

2024-172-22
Location: Murphy Park

Vickie Jo Sowell
Legends of Milpitas
2003
Painted steel

Condition

Overall soil and dust accumulation
Ferrous corrosion on all elements
Pitting concentrated near seams and the ground on the tower elements. This is likely due to water ingress and retention where steel panels come together and where the steel meets the concrete bases
Blistered and delaminated paint associated with the voluminous ferrous corrosion
Paw prints suggest wildlife interaction that could be exacerbating corrosion and paint loss
The landscaping around the sculptures was soaked during the assessment, suggesting a high moisture level in the steel being maintained by nearby sprinklers
Bird droppings

Proposed Treatment

Photodocument before, during and after treatment

Deinstall top elements to provide access to the inside of the steel towers and allow the tops to be treated in the studio

Overall surface cleaning with appropriate methods and materials
Corrosion reduction using appropriate chemical and/or mechanical methods
Corrosion conversion to reduce the development of ferrous corrosion
Backing, filling, resurfacing, and inpainting areas of loss in the steel
Filling and inpainting areas of paint loss on the top elements

The sprinklers should be relocated away from the artworks. Consider removing all landscaping/plants that require regular watering from the area

The other option is to clean and repair the artworks as much as possible in situ. Without access to the inside of the towers, some of the patches in the steel sheet will not be as robust, however this could option could be a good intermediate choice. A lift would have to be rented in this scenario, increasing the estimated materials cost by $1500-$2500.

Minimum: $18,700
Maximum: $25,500
Estimated Materials: $1,000

Standard Annual Maintenance Estimates:
Minimum Maintenance: $3,400
Maximum Maintenance: $6,800

Object	Condition / Treatment Proposal	Conservation Estimate

2024-172-23

Location: Sunnyhills Albert Augustine Jr. Memorial Park

Dan Snyder
The Sundial
2002
Cement, stainless steel

Condition

Overall soil and dust accumulation
Organic debris
Graffiti
Ferrous corrosion spots on some of the steel elements
Tea staining (overall thin layer of ferrous corrosion) found on some of the steel elements
Ferrous corrosion staining on the adjacent cement in some areas
Minor cracks, chips and losses in the cement
Minor abrasions in the dial

Proposed Treatment

Photodocument before, during and after treatment
Overall surface cleaning with appropriate methods and materials
Corrosion reduction using appropriate chemical and/or mechanical methods
Stain removal from the cement using appropriate methods and materials
Graffiti removal

Minimum: $3,400

Maximum: $6,800

Estimated Materials: $200

Standard Annual Maintenance Estimates:

Minimum Maintenance: $2,000

Maximum Maintenance: $3,400

Object	Condition / Treatment Proposal	Conservation Estimate

2024-172-24

Location: Alviso Adobe Park

Carla Moss
Little Alviso Water Tower
2012
Acrylic panels (likely Plexiglass), printed images, paint, painted steel, roof shingles, pebbles, grout, fiberglass mesh, concrete

Condition

Overall soil and dust accumulation
Organic debris
Cobwebs
Areas of paint loss on the painted metal frame
Cracking in paint
Cracks, chips and losses on 3 plexiglass panels
Most of the panels are warped to varied degrees of severity
Significant fading and color shifting on the printed panels
Biogrowth on the shingles
Approximately 20 black pebbles are missing. Pebbles range in size from 1 - 2"

Proposed Treatment

Photodocument before, during and after treatment
Overall surface cleaning with appropriate methods and materials
Reduction of biogrowth using appropriate methods and materials
Touch-in any missing black paint
Replace the three damaged plexiglass panels
Have the discolored printed panels reprinted and installed
Source black pebbles
Replace the missing black pebbles

Minimum: $5,000

Maximum: $6,000

Estimated Materials: $200

Standard Annual Maintenance Estimates:

Minimum Maintenance: $2,000

Maximum Maintenance: $3,400

Object	Condition / Treatment Proposal	Conservation Estimate

2024-172-25

Location: Alviso Adobe Park

Adrian Susnea-Litman
Old Farm Wagon
2012
wood, steel, copper sheeting, paint

Condition

Overall soil and dust accumulation
Organic debris
Cobwebs
Liquid deposits and staining, likely from surrounding trees
Blue/green copper corrosion
Significant fading and wear on the paint overall. Brown top coat appears to be missing from much of the wagon, revealing the underlying green layer
Evidence of pest activity including hollow boards, tunneling, holes and large losses in some boards
Three of the wheels are partially sunk into the mulch
There are holes in the ground surrounding the concrete pad, likely from rodent activity
The concrete pad is partially sunken into the mulch in some areas
One steel railing on the proper right side of the platform is loose

Proposed Treatment

Photodocument before, during and after treatment
Overall surface cleaning with appropriate methods and materials
Corrosion reduction using appropriate chemical and/or mechanical methods
Cold wax application to metal components
Fill loss in wood platform with appropriate materials
Inpaint fills
Realign and secure the unstable railing
Lift the wagon and place stone or concrete pavers under each of the wheels and at the end of the tow bar

After thorough cleaning, assess full extent of paint loss and consider future plans to repaint or inpaint and clear coat or inpaint and wax

Minimum: $5,400

Maximum: $6,800

Estimated Materials: $300

Standard Annual Maintenance Estimates:

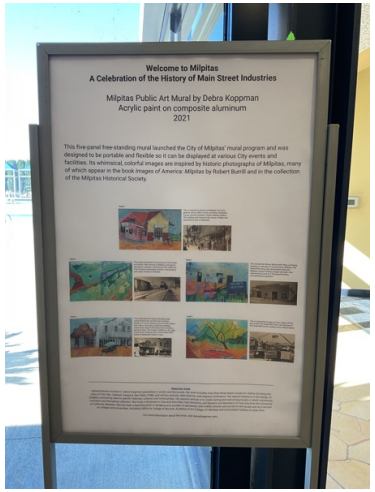
Minimum Maintenance: $3,400

Maximum Maintenance: $6,800

Object	Condition / Treatment Proposal	Conservation Estimate

2024-172-26

Location: Portable



Debbie Koppman
Welcome to Milpitas
2021
Acrylic on panel, aluminum stands/frames

Condition

Overall soil and dust accumulation
Abrasions and losses to the paint, likely due to movement from site to site and from people walking by.
Fly spots/insect droppings

Proposed Treatment

Photodocument before, during and after treatment
Surface vacuum with HEPA vacuum; recto, verso
Surface clean with dry eraser method / soot sponge / soft cloth
Surface clean with AC3%
Inpaint areas of paint loss

*We recommend putting Plexiglas in front of each of the painting to prevent future scratches and abrasions

Minimum: $12,000
Maximum: $16,000
Estimated Materials: $150

Standard Annual Maintenance Estimates:
Minimum Maintenance: $8,000
Maximum Maintenance: $12,000

AUTHORIZATION
The undersigned authorizes Alexandra Thrapp and her studio (hereinafter collectively referred to as "The Studio") to proceed with proposed minimum treatment of the object identified above (hereinafter referred to as 'the object" as described in this report, subject to the conditions listed in the terms and conditions.

AUTHORIZED BY:

DATE:

Please sign and date above and initial and date below

Total Estimate Minimum $176,350
Total Estimate Maximum $254,000
Estimated Materials: $18,200

Estimate Annual Maintenance
Minimum $81,250
Maximum $145,050
Estimated Materials: $18,200

Job Number		Job Status	ReportDate	Client Name	ObjectArtist	Title	Location	Treatment Work Hours	Treatment Minimum Maximum	Maintenance Work Hours	Maintenance Minimum Maximum	Materials
2024-172-1		☐	10/29/2024	Anna Talarico	James Dinh	Circle of Time	Jose Higuera Park	4 - 6	$1,000 $1,500	4 - 6	$1,000 $1,500	$150
2024-172-2		☐	10/29/2024	Anna Talarico	Carla Moss	Flute Player	Civic Center Plaza	24 - 32	$5,400 $6,800	16 - 24	$3,400 $5,100	$300
2024-172-3		☐	10/29/2024	Anna Talarico	MaryAnn Baker	Cameo Bench	Barbara Lee Senior Center	32 - 48	$6,800 $10,200	16 - 16	$3,400 $3,400	$500
2024-172-4		☐	10/29/2024	Anna Talarico	MaryAnn Baker	Happy Hats Bench	Senior Center Patio	16 - 32	$3,400 $6,800	8 - 16	$1,700 $3,400	$500
2024-172-5		☐	10/29/2024	Anna Talarico	MaryAnn Baker	Tulips Bench	Senior Center Patio	16 - 32	$3,400 $6,800	8 - 16	$1,700 $3,400	$500
2024-172-6		☐	10/30/2024	Anna Talarico	MaryAnn Baker	Let's Dance Bench	Cesar Chavez Plaza, Barbara Lee Senior Center	32 - 48	$6,800 $10,200	8 - 16	$1,700 $3,400	$500
2024-172-7		☐	10/30/2024	Anna Talarico	MaryAnn Baker	Veterans Memorial Bench	Civic Center Plaza	32 - 48	$6,800 $10,200	8 - 16	$1,700 $3,400	$300
2024-172-8		☐	10/30/2024	Anna Talarico	Adrian Susnea-Litman	Four Seasons	Hallway wall, Barbara Lee Senior Center	8 - 16	$2,000 $4,000	4 - 8	$1,000 $2,000	$200
2024-172-9		☐	10/30/2024	Anna Talarico	Adrian Susnea-Litman	Garden Fantasy	Lobby, Barbara Lee Senior Center	8 - 16	$2,000 $4,000	8 - 16	$2,000 $4,000	$200
2024-172-10		☐	10/30/2024	Anna Talarico	Joanie Popeo	Our View	Barbara Lee Senior Center	3 - 4	$750 $1,000	1 - 1	$250 $250	$100
2024-172-11		☐	10/30/2024	Anna Talarico	Adrian Susnea-Litman	Thriving Legacy	Barbara Lee Senior Center	24 - 36	$6,000 $9,000	16 - 32	$4,000 $8,000	$1,500
2024-172-12		☐	10/30/2024	Anna Talarico	David Alan Clark	Minute Man	Milpitas City Hall	48 - 64	$10,200 $13,600	16 - 32	$3,400 $6,800	$2,000
2024-172-13		☐	10/30/2024	Anna Talarico	Adrian Susnea-Litman	Birds of Paradise	Main & Great Mall Parkway Bust Stop Roof	16 - 32	$3,200 $6,800	16 - 32	$3,200 $6,800	$200
2024-172-14		☐	10/30/2024	Anna Talarico	Laurel True	Starscape Bench	Starlite Park	40 - 56	$8,500 $11,900	16 - 32	$3,400 $6,800	$500
2024-172-15		☐	10/30/2024	Anna Talarico	Scott Donahue	Watching You	Rathbone Park	40 - 48	$8,500 $10,200	16 - 32	$3,400 $6,800	$300
2024-172-16		☐	10/30/2024	Anna Talarico	Bill Gould	Green Tree	Pinewood Park	? - 144	$24,800 $30,600	48 - 64	$10,200 $13,600	$2,500
2024-172-17		☐	10/30/2024	Anna Talarico	Niles Palmer	Baseball Figures	Milpitas Sports Center, Baseball Field backdrop	16 - 32	$3,400 $6,800	16 - 32	$3,400 $6,800	$1,500
2024-172-18		☐	10/30/2024	Anna Talarico	Carla Moss	Cartwheels	Milpitas Library	32 - 48	$6,800 $10,200	16 - 32	$3,400 $6,800	$200

Job Number		Job Status	ReportDate	Client Name	ObjectArtist	Title	Location	Treatment Work Hours	Treatment Minimum Maximum	Maintenance Work Hours	Maintenance Minimum Maximum	Materials
2024-172-19		☐	10/31/2024	Anna Talarico	Cork Marcheschi	Fertile Ground	Milpitas Library	16 - 32	$3,400 $6,800	16 - 32	$3,400 $6,800	$1,500
2024-172-20		☐	10/31/2024	Anna Talarico	Shannon Moore-Jervis, Marcia Smith	Hand in Hand Around the Park	Hillcrest Park	40 - 56	$8,500 $11,900	16 - 32	$3,400 $6,800	$400
2024-172-21		☐	10/31/2024	Anna Talarico	Joe Bologna, Patricia Vader	Kicker Kid	Cardoza Park	48 - 64	$10,200 $13,600	16 - 32	$3,400 $6,800	$2,500
2024-172-22		☐	10/31/2024	Anna Talarico	Vickie Jo Sowell	Legends of Milpitas	Murphy Park	88 - 120	$18,700 $25,500	16 - 32	$3,400 $6,800	$3,000
2024-172-23		☐	10/31/2024	Anna Talarico	Dan Snyder	The Sundial	Sunnyhills Albert Augustine Jr. Memorial Park	16 - 32	$3,400 $6,800	8 - 16	$2,000 $3,400	$200
2024-172-24		☐	10/31/2024	Anna Talarico	Carla Moss	Little Alviso Water Tower	Alviso Adobe Park	20 - 24	$5,000 $6,000	8 - 16	$2,000 $3,400	$200
2024-172-25		☐	10/31/2024	Anna Talarico	Adrian Susnea-Litman	Old Farm Wagon	Alviso Adobe Park	24 - 32	$5,400 $6,800	16 - 32	$3,400 $6,800	$150
2024-172-26		☐	10/31/2024	Anna Talarico	Debbie Koppman	Welcome to Milpitas	Portable	48 - 64	$12,000 $16,000	32 - 48	$8,000 $12,000	$150

December 12, 2024

Anna Talarico
Designing Local
20 E Broad St. suite 1010,
Columbus, OH 43215

Dear Anna,

The following table ranks the 26 artworks in the Public Art Collection of the City of Milpitas.

Each artwork is given a number from 1 through 26, with 1 being the highest priority and 26 being the least.

Each artwork is also placed in one of four categories: Public Safety Concern, Active Structural Condition Issue, Active Condition Issue, Requires Maintenance. Below are the definitions of each of these categories.

Public Safety Concern:

- These artworks pose a potential threat to public safety due to their condition issues. These threats include the potential for falling elements as well as sharp and broken components in areas where the public is intended to interact with a piece.

Active Structural Condition Issue:

- These artworks have actively developing condition issues that are already compromising the structural integrity of the artwork.

Active Condition Issue:

- These artworks have active condition issues that will continue to develop without intervention.

Requires Maintenance:

- These artworks are in stable condition but are soiled or have minor damages that should be treated in order to reduce the risk of more severe condition issues due to weather and/or interaction with the public.

Sincerely,

Emily K. Rezes

Emily Rezes
Senior Objects Conservator
ACT Art Conservation LLC
objects@actartconservation.com

Primary Image	Condition Priority #	Priority Level	Priority Rationale	JobNum	ObjectArtist	Title	Materials Cost Estimate	Estimate Min Hrs	Estimate Max Hrs	Min Estimate	Max Estimate	Projected Maintenance Min Hrs	Projected Maintenance Max Hrs	Min Maintenance	Max Maintenance	Location
	1	Public Safety Concern	Public safety concern for falling glass elements; Signs of active deterioration with broken, fallen and missing elements; High traffic area in a park ie. people picnicing nearyby during assessment	2024-172-16	Bill Gould	Green Tree	$2,500.00	112	144	$24,800.00	$30,600.00	48	64	$10,200.00	$13,600.00	Pinewood Park
	2	Public Safety Concern	Public safety concern for stability of heavy bronze sculptures on their mounts; Recent vandalism shows how they can be damaged by human force; High traffic area in front of the library; Copper corrosion due to prolonged exposure to water on the ground; Untreated corrosion can lead to structural instability	2024-172-18	Carla Moss	Cartwheels	$200.00	32	48	$6,800.00	$10,200.00	16	32	$3,400.00	$6,800.00	Milpitas Library
	3	Public Safety Concern	Public safety concern of sharp broken tiles and exposed concrete and substructure on the seat of the bench; Tile loss; Potential for water ingress where there are cracks; Heavy ferrous corrosion on painted steel elements	2024-172-20	Shannon Moore-Jervis, Marcia Smith	Hand in Hand Around the Park	$400.00	40	56	$8,500.00	$11,900.00	16	32	$3,400.00	$6,800.00	Hillcrest Park
	4	Public Safety Concern	Public safety concern of falling acrylic elements - two elements appear to have already fallen based off of dangling monofilament with no pieces on the ends; Complete stability assessment and reinforcement where possible would be competed during cleaning	2024-172-19	Cork Marcheschi	Fertile Ground	$1,500.00	16	32	$3,400.00	$6,800.00	16	32	$3,400.00	$6,800.00	Milpitas Library
	5	Public Safety Concern	Public safety concern of sharp broken glass tiles and exposed concrete and substructure on the seat of the bench; Tile loss; Potential for water ingress where there are cracks	2024-172-14	Laurel True	Starscape Bench	$500.00	40	56	$8,500.00	$11,900.00	16	32	$3,400.00	$6,800.00	Starlite Park
	6	Active Structural Condtion Issue	Structural condition concern of the corroded and delaminated painted steel towers; Could become structurally unsound and unfit to support the weight of the narrative finials; Heavy corrosion and paint loss on the finials reduces legibility	2024-172-22	Vickie Jo Sowell	Legends of Milpitas	$3,000.00	88	120	$18,700.00	$25,500.00	16	32	$3,400.00	$6,800.00	Murphy Park
	7	Active Structural Condtion Issue	Structural condtion concern of hairline cracks on concrete and some losses to sculptural elements; Cracks have the potential to grow and cause losses if left on untreated, especially over freeze/thaw cycles	2024-172-15	Scott Donahue	Watching You	$300.00	40	48	$8,500.00	$10,200.00	16	32	$3,400.00	$6,800.00	Rathbone Park
	8	Active Structural Condtion Issue	Structural condition concern in the wood due to water exposure and pests; Soft ground support is causing condition issues on the wheels; condition issues will be exacerbated if not treated	2024-172-25	Adrian Susnea-Litman	Old Farm Wagon	$150.00	24	32	$5,400.00	$6,800.00	16	32	$3,400.00	$6,800.00	Alviso Adobe Park
	9	Active Condition Issue	Copper and ferrous corrosion will be exacerbated by water from the fountain if the bronze is not treated; Untreated corrosion can lead to structural instability	2024-172-2	Carla Moss	Flute Player	$300.00	24	32	$5,400.00	$6,800.00	16	24	$3,400.00	$5,100.00	Civic Center Plaza
	10	Active Condition Issue	Heavy copper corrosion due to prolonged exposure to water on the ground; Untreated corrosion can lead to structural instability	2024-172-6	MaryAnn Baker	Let's Dance Bench	$500.00	32	48	$6,800.00	$10,200.00	8	16	$1,700.00	$3,400.00	Cesar Chavez Plaza, Barbara Lee Senior Center
	11	Active Condition Issue	Copper corrosion due to prolonged exposure to water on the ground; Untreated corrosion can lead to structural instability; Gaps in the acrylic coating lead to preferential corrosion of the bronze; Could cause further corrosion and patina shifts if left untreated; Gold acrylic paint on frames is very unstable and is at risk of further loss	2024-172-3	MaryAnn Baker	Cameo Bench	$500.00	32	48	$6,800.00	$10,200.00	16	16	$3,400.00	$3,400.00	Barbara Lee Senior Center
	12	Active Condition Issue	Copper corrosion due to prolonged exposure to water on the ground; Untreated corrosion can lead to structural instability	2024-172-4	MaryAnn Baker	Happy Hats Bench	$500.00	16	32	$3,400.00	$6,800.00	8	16	$1,700.00	$3,400.00	Senior Center Patio
	13	Active Condition Issue	Copper corrosion due to prolonged exposure to water on the ground; Untreated corrosion can lead to structural instability	2024-172-5	MaryAnn Baker	Tulips Bench	$500.00	16	32	$3,400.00	$6,800.00	8	16	$1,700.00	$3,400.00	Senior Center Patio
	14	Active Condition Issue	Copper corrosion due to prolonged exposure to water on horizontal surfaces, bird droppings and acidic organic matter; Untreated corrosion can lead to structural instability	2024-172-12	David Alan Clark	Minute Man	$2,000.00	48	64	$10,200.00	$13,600.00	16	32	$3,400.00	$6,800.00	Milpitas City Hall
	15	Active Condition Issue	Gaps in the acyrlic coating lead to preferential corrosion of the bronze; Could cause further corrosion and patina shifts if left untreated	2024-172-7	MaryAnn Baker	Veterans Memorial Bench	$300.00	32	48	$6,800.00	$10,200.00	8	16	$1,700.00	$3,400.00	Civic Center Plaza

Primary Image	Condition Priority #	Priority Level	Priority Rationale	JobNum	ObjectArtist	Title	Materials Cost Estimate	Estimate Min Hrs	Estimate Max Hrs	Min Estimate	Max Estimate	Projected Maintenance Min Hrs	Projected Maintenance Max Hrs	Min Maintenance	Max Maintenance	Location
	16	Active Condition Issue	Deterioration of the acrylic coating causing overall discoloration; Discoloration will continue with UV and weather exposure; Heavy oraganic deposits could lead to corrosion and pest infestation	2024-172-13	Adrian Susnea-Litman	Birds of Paradise	$200.00	16	32	$3,200.00	$6,800.00	16	32	$3,200.00	$6,800.00	Main & Great Mall Parkway Bust Stop Roof
	17	Active Condition Issue	Deterioration, blistering, peeling and signficant loss to paint layers; Deterioration will continue with UV and weather exposure	2024-172-21	Joe Bologna, Patricia Vader	Kicker Kid	$2,500.00	48	64	$10,200.00	$13,600.00	16	32	$3,400.00	$6,800.00	Cardoza Park
	18	Active Condition Issue	Discoloration, scratches and loss to the protective acrylic panels; Deterioration will continue with UV and weather exposure	2024-172-24	Carla Moss	Little Alviso Water Tower	$200.00	20	24	$5,000.00	$6,000.00	8	16	$2,000.00	$3,400.00	Alviso Adobe Park
	19	Active Condition Issue	Ferrous corrorsion on stainless steel elements; Cracking and minor losses in concrete; Condition issues will continue to develop with weather exposure	2024-172-23	Dan Snyder	The Sundial	$200.00	16	32	$3,400.00	$6,800.00	8	16	$2,000.00	$3,400.00	Sunnyhills Albert Augustine Jr. Memorial Park
	20	Requires Maintenance	Overall soiling and organic debris accumulation; soil and debris will continue to accumulate; full assessment of substrate condition would be completed during cleaning	2024-172-17	Niles Palmer	Baseball Figures	$1,500.00	16	32	$3,400.00	$6,800.00	16	32	$3,400.00	$6,800.00	Milpitas Sports Center, Baseball Field backdrop
	21	Requires Maintenance	New installation with minor soiling and bird droppings; It's important to begin maintenance early to avioid larger condition issues down the road	2024-172-1	James Dinh	Circle of Time	$150.00	4	6	$1,000.00	$1,500.00	4	6	$1,000.00	$1,500.00	Jose Higuera Park
	22	Requires Maintenance	Scratches, abrasions, paint loss. More scratches and losses could develop due to interactions with the public but indoor location protects it from the elements	2024-172-26	Debbie Koppman	Welcome to Milpitas	$150.00	48	64	$12,000.00	$16,000.00	32	48	$8,000.00	$12,000.00	Portable
	23	Requires Maintenance	Scuffs and minor abrasions. More scuffs could develop due to interactions with the public but indoor location protects it from the elements	2024-172-8	Adrian Susnea-Litman	Four Seasons	$200.00	8	16	$2,000.00	$4,000.00	4	8	$1,000.00	$2,000.00	Hallway wall, Barbara Lee Senior Center
	24	Requires Maintenance	Minor chips and losses and overall soiling; More losses could develop due to interactions with the public, and dust and grime will continue to accumulate, but indoor location protects it from the elements	2024-172-9	Adrian Susnea-Litman	Garden Fantasy	$200.00	8	16	$2,000.00	$4,000.00	8	16	$2,000.00	$4,000.00	Lobby, Barbara Lee Senior Center
	25	Requires Maintenance	Minor scuffs on the glazing; More scuffs could develop due to interactions with the public but indoor location protects it from the elements	2024-172-10	Joanie Popeo	Our View	$100.00	3	4	$750.00	$1,000.00	1	1	$250.00	$250.00	Barbara Lee Senior Center
	26	Requires Maintenance	Overall dust accumulation and soiling; Dust and grime will continue to accumulate, but indoor location protects it from major weather impacts	2024-172-11	Adrian Susnea-Litman	Thriving Legacy	$1,500.00	24	36	$6,000.00	$9,000.00	16	32	$4,000.00	$8,000.00	Barbara Lee Senior Center

Appraisal Report

Appraisal Reference Number 032032

Type of Value	**Replacement Value - New**
Intended Use	**Insurance Coverage**
Subject Property	A collection of public artworks

Client

City of Milpitas

C/O Ms. Anna Talarico
Designing Local
20 E. Broad Street
Columbus, OH 43215

Effective Date	October 31, 2024
Date of Examination	October 29-31, 2024
Report Date	March 5, 2025

Appraised by: Liza Hickey, ASA
Roth Art Group
P.O. Box 545
Lafayette, CA 94549

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March 5, 2025
Re: Appraisal No. 032032

City of Milpitas
C/O Ms. Anna Talarico
Designing Local
20 E. Broad Street
Columbus, OH 43215

Dear Ms. Talarico:

APPRAISAL REPORT FOR REPLACEMENT VALUE - NEW

We have prepared an appraisal report for a collection of public artworks in order to determine Replacement Value - New for Insurance Coverage as of the effective date of October 31, 2024. The conclusion of Replacement Value - New is $1,445,800.

This report is intended for use in Insurance Coverage only and not for any other use. The definition of Replacement Value - New is the cost to replace a property with an equivalent, or substitute which is new, using modern materials, techniques and standards that satisfy the description or use of the replaced property. It is the present cost of replacing the property with one having the same quality and utility, but in new condition.

This report is intended for use only by you and the relevant representatives of the City of Milpitas, as well as their designated insurance agent or broker. Use of this report by others is not intended by the appraiser. You have declared that the City of Milpitas is the owner of the subject property listed below and that all items are located at public locations throughout the city. We did not conduct any further research on ownership rights of the subject property.

In order to conclude our assignment, the scope of work in this appraisal report included relying on condition reports provided by ACT Conservation. ACT provided identification information, condition assessment, high resolution photographs, in some cases, measurements of the subject properties. As the artworks are custom, site-specific pieces, we determined that the most relevant market in which to replace the subject properties is through the artists' studios. We gathered current pricing information to re-create the works from the artists, or pricing for new comparable pieces by artists of similar stature and reputation in cases where the original artist was unavailable for comment. The detailed results of this analysis are presented in the Item Description and Valuation Analysis portions of the appraisal report.

The subject property was examined by ACT on October 29-31, 2024. In preparing this appraisal, we considered various characteristics of value based on our expertise including but not limited to

the recognition of the artist and his/her position in the current art market, the subject matter, its rarity, the condition of the property, size, age and provenance.

I certify that I have no present or contemplated future interest in the subject property which might prevent me from making a fair and unbiased appraisal. The compensation to Roth Art Group is not based on a percentage of the appraised value of the subject property.

The appraisal report contains 53 pages and all components must be present for the report to be valid. Any item missing from this report renders it invalid. The report was prepared for intended use in Insurance Coverage and reflects the Replacement Value - New. It is valid only when used for this use and only when used in its entirety. Should you need an appraisal of the subject properties for a different intended use, a new appraisal with a new value conclusion would be required, and this would constitute a new assignment.

This appraisal report conforms to the 2024 edition of the *Uniform Standards of Professional Appraisal Practice* of the Appraisal Foundation and the Code of Ethics of the American Society of Appraisers, an organization dedicated to promoting high standards of the practice within the appraisal profession.

Submission of this report concludes the appraisal assignment. Please review this report carefully. If you have any further questions, or if I can be of further assistance to you, do not hesitate to call us. It has been our pleasure to work with you on this project.

Sincerely,

Liza Hickey, ASA

Roth Art Group
EIN: 20-2794654

Item #	Artist	Title	Medium / Materials	Value
1	Mary Ann Baker	*Generations Bench*	Bronze, exterior grade acrylic	$30,000
2	Mary Ann Baker	*Happy Hats Bench*	Bronze, exterior grade acrylic	$15,000
3	Mary Ann Baker	*Tulips Bench*	Bronze, exterior grade acrylic	$15,000
4	Mary Ann Baker	*Let's Dance Bench*	Bronze, exterior grade acrylic paint	$15,000
5	Mary Ann Baker	*Veterans Memorial Bench*	Bronze, wood	$8,000
6	Joe Bologna and Patricia Vader	*Kicker Kid*	Aluminum, steel, and paint	$30,000
7	David Alan Clark	*Milpitas Minute Man*	Bronze	$278,000
8	James Dinh	*Circle of Time*	Granite, concrete, paint	$45,000
9	Scott Donahue	*Watching You*	Concrete, ceramic tile, paint	$100,000
10	Bill Gould	*Green Tree*	Steel, recycled materials	$100,000
11	Debra Koppman	*Welcome to Milpitas*	Acrylic paint on composite aluminum	$10,000
12	Cork Marcheschi	*Fertile Ground*	Plastic, dichroic glass, monofilament	$140,000
13	Shannon Moore and Marcia Smith	*Hand in Hand around the Park*	Ceramic mosaic tile, steel, paint	$50,000

Item #	Artist	Title	Medium / Materials	Value
14	Carla Moss	*Flute Player*	Bronze	$30,000
15	Carla Moss	*Cartwheels*	Bronze	$60,000
16	Carla Moss	*Little Alviso Water Tower*	Acrylic panels, mixed media	$40,000
17	Niles Palmer	*Baseball Figures*	Painted metal	$75,000
18	Joanie Popeo	*Our View*	Pastel	$12,000
19	Dan Snyder	*The Sundial*	Cement, stainless steel	$100,000
20	Vickie Jo Sowell	*Legends of Milpitas*	Painted steel	$45,000
21	Adrian Susnea Litman	*Old Farm Wagon*	Wood, steel, copper sheeting, paint	$52,000
22	Adrian Susnea-Litman	*Four Seasons*	sheet metal, metal wire, paint	$40,000
23	Adrian Susnea-Litman	*Garden Fantasy*	Ceramic tile	$30,000
24	Adrian Susnea-LItman	*Thriving Legacy*	acrylic on wood panel	$68,800
25	Adrian Susnea-Litman	*Birds of Paradise*	Sheet metal, acrylic paint	$32,000
26	Laurel True	*Starscape Bench*	Glass and ceramic mosaic tile, concrete	$25,000

Item #	Artist	Title	Medium / Materials	Value

Total Replacement Value - New: $1,445,800

Notes and Terms for the Appraisal

Type of Value:
The type of value used in this appraisal document is Replacement Value - New.

Intended Use:
This report is intended only for use in Insurance Coverage. This report is not intended for any other use.

Intended Users:

This report is intended for use by Anna Talarico of Designing Local, relevant representatives of the City of Milpitas, as well as their designated insurance agent or broker. Use of this report by others is not intended by the appraiser.

Definition of Replacement Value - New:

Replacement Value-new is the cost to replace a property with an equivalent, or substitute which is new, using modern materials, techniques and standards that satisfy the description or use of the replaced property. It is the present cost of replacing the property with one having the same quality and utility, but in new condition.

Source: American Society of Appraisers. *Monograph 2: Types of Value for Varied Intended Uses,* 2012. p. 2-10.

Approaches To Value

The following three approaches to value have been considered in estimating value for the subject property.

Sales Comparison Approach to Value:
A procedure to conclude an opinion of value for a property by comparing it with similar properties that have been sold or are for sale in the relevant marketplace by making adjustments to prices based on marketplace conditions and the properties' characteristics of value. The sales comparison approach was used for analysis in this appraisal because there are a sufficient number of properties in the relevant marketplace comparable to the subject properties on which to base a credible value conclusion.

Alternative Methodologies Considered:

Cost Approach to Value:
A procedure to estimate the current costs to reproduce or create a property with another of comparable use and marketability. This approach to value was considered; however, the age, maker, and history of the properties in this appraisal contribute to value. Currently produced reproduction properties are not therefore comparable to the subject properties. This approach to value was therefore not used for analysis in this appraisal.

Income Approach to Value:
A procedure to conclude an opinion of present value by calculating the anticipated monetary benefits (such as a stream of income) for an income-producing property. This approach is not relevant in this case since income from the subject property is not contemplated at this time.

(Source for definitions: Personal Property Committee of the American Society of Appraisers, Approaches to Value, last modified March 3, 2011, http://appraisers.org/PPHome/PPHome.aspx.)

Limiting Conditions and Liabilities

This document is limited by those conditions that are implicit in the document's Transmittal Letter.

The type of value of the enclosed appraisal report is Replacement Value - New for the intended use of Insurance Coverage. It is to be used for this specific purpose only.

The opinions of values expressed in this report are the direct result of data and materials researched, organized, and analyzed by the appraisers. The data was obtained from appropriate and reliable sources as stated in the "Works Consulted" section of the report. Provenance information and purchase receipts were provided, either verbally or through direct examination, to the appraisers by the client. The appraisers have relied on information supplied to them by the client, concerning undisputed title to the objects, acquisition history, purchase price, et al. The client, in accepting this report, acknowledges that the information supplied by him/her has been accurately transcribed and utilized by the appraisers. The client, in accepting this report, also acknowledges that no significant information has been withheld from the appraisers which may have caused the appraiser to arrive at a valuation conclusion different from the one(s) stated in this report, had such information been known at the time of the report's preparation.

The enclosed valuations do not represent the net resale value of the works of art. Definitions of Replacement Value - New, Valuation Approach, and other terms required to be used in this type of report are contained in the body of the report. No opinion is expressed on past or future value of the appraised items.

Roth Art Group assumes no responsibility for changes in market conditions or the inability to locate a potential replacement item for a potential buyer for the items appraised.

The objective of an appraiser is to estimate values for a specific purpose. Appraisers are not authenticators; however, every effort has been made to properly identify the items listed herein by means of reviewing client paperwork and invoices to learn where each item was purchased; and by referencing catalogues raisonné, standard industry source books, auction catalogues, exhibition catalogues, and artist's monographs. Wherever possible, catalogue raisonné numbers are cited in the Item Description section of the report. This is done to facilitate identification and indicate where further information on the work is available. Roth Art Group cannot be held accountable if a work listed in this appraisal report is not deemed authentic at a future date. The appraisers have based descriptions of the appraised objects on their professional experience as appraisers in the fields of fine and decorative arts, and on the information supplied by third parties who are named in the report, where appropriate. Consequently, the appraisers believe that the descriptions of the appraised objects are accurate and correct. However, additional research by scholars in the field, at some point in the future, may cause the appraisers to alter their assessment of the objects described in the report. While every effort has been made by the appraisers to ascertain the accuracy of descriptions of the appraised object(s) and their attribution, this report is not intended to serve as a certificate of authenticity

or warranty.

Since condition is an important factor in estimating value, each item was personally inspected by ACT Art Conservation (exceptions are noted). No chemical analysis or black light inspection was made of the subject works; therefore, only condition problems that are easily seen could be noted. Roth Art Group is not responsible for noting prior restorations and damage if not apparent or not disclosed by the client.

The client claimed ownership of the properties appraised. The values estimated in the report are based upon the assumption that the client is entitled to the rights and benefits of 100% ownership of the properties, and that the properties are unencumbered by any notes or partial ownerships. However, the appraiser makes no certification to legal title concerning the items appraised in this report.

This report must be used in its entirety. Neither all nor any part of the contents of this report (especially the conclusions as to the value or the identity of the appraiser) shall be reproduced or disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

Measurements are considered approximations. Values provided represent values of the works unframed.

Photographs are taken as simple visual record and are not considered professional photographs.

When appropriate, consultants have been chosen for their specialized expertise and are assumed to be reliable. However, no responsibility is taken for the accuracy of their opinions.

Paintings were not removed from frames. No responsibility will be taken for information gleaned by removal of a work from a frame and any correlated adjustment to monetary value

Items are assumed to be in good condition unless otherwise mentioned.

The appraisers have not been disqualified by the IRS.

The completion and acceptance of this report finalizes the obligation of Roth Art Group as outlined in the scope of the assignment. Any future work related to this assignment will require additional fees if such services are requested.

Roth Art Group shall be held harmless from and against any actions, claims, liabilities or expenses incurred as a result of claims based on or arising from the appraisal by third parties unrelated to the immediate purpose of this appraisal.

Any dispute between the client and appraiser concerning this report which cannot be settled between the two parties will be referred to a neutral third-party mediation service. The cost of

such mediation shall be borne equally by both parties. In the event mediation is not successful, the parties will agree to submit the dispute to binding arbitration under the laws of the State of California.

PRIVACY POLICY NOTIFICATION

Roth Art Group is committed to safeguarding the confidential information of our clients. We hold all of our clients' personal information provided to our appraisal service company in the strictest confidence and in accordance with the *Uniform Standards of Professional Appraisal Practice* (USPAP) and American Society of Appraisers (ASA) Code of Ethics and standards of confidentiality. Our files include information collected from clients in connection with the personal property appraisal services provided by our company. At no time in the past have we ever disclosed information to third parties, except as specifically authorized by our clients, or as required by law, and we do not anticipate doing so in the future. We are prohibited under federal law from changing our policy without first advising a client and obtaining permission. We use the personal property information provided by our clients to help meet their appraisal requests, while guarding against any real or perceived infringements of their rights of privacy.

Our policy with respect to personal information about our clients is as follows:

- We limit employee and agent access to information only to those who have a business or professional reason to know, and only to nonaffiliated parties as required by law.

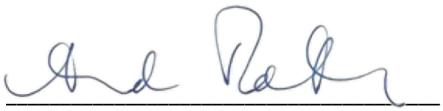
- We maintain a secure office and computer environment to ensure that your information is not placed at unreasonable risk.

- The categories on non-public personal information that we collect from a client depend upon the scope of the client's appraisal engagement. This includes information about personal property assets, information about tax identification numbers, and other non-public information necessary. Additionally, it may include information about transactions between clients and third parties, and information from third party sources.

- Unaffiliated third parties that require access to our clients' personal information, such as Federal and State tax regulators, insurance companies, and the like, may only review company records as permitted by law.

- We do not provide client information to mailing list vendors or solicitors for any reason whatsoever.

- Personally identifiable information will be maintained during the time a client is a client of the company and for the appropriate time thereafter that such records are required to be maintained by USPAP, and consistent with the ASA ethics code. After this required period of record retention, all such information will be destroyed in a manner consistent with providing confidentiality to our clients.



3/5/2025

Andrea Z. Roth, Ph.D., ASA
ROTH ART GROUP

ITEM DESCRIPTIONS

Item Number **1**

Object Type **Sculpture**

MARY ANN BAKER

Title *Generations Bench*

Date 2009

Medium Bronze, exterior grade acrylic

Dimensions 80 x 84 inches

Condition Assumed fair; overall soil and dust accumulation, corrosion, coating deterioration

Location Barbara Lee Senior Center

Description A curving, serpentine bench with pierced back composed of cameo depictions of various figures in historical dress, continuing to a slatted seat supported on ten legs joined by arched X-form stretchers, connected on the side to a tall tree issuing multiple branches sprouting green leaves and red apples

Replacement Value - New	**$30,000**

ITEM DESCRIPTIONS

Item Number **2**

Object Type **Sculpture**

MARY ANN BAKER

Title *Happy Hats Bench*

Date 2009

Medium Bronze, exterior grade acrylic

Dimensions 40 x 60 x 20 inches

Condition Assumed Fair; overall soil and dust accumulation, corrosion

Marks/Inscriptions Stamped on back "09 MABaker"

Location Senior Center Patio

Description The bench with pierced colorful back composed of an assortment of hats continuing to slatted seat, with rose blosom cut-outs, flanked by branch form armrests and supported by eight branch form legs joined by arched stretchers

Replacement Value - New	**$15,000**

ITEM DESCRIPTIONS

Item Number **3**

Object Type **Sculpture**

MARY ANN BAKER

Title *Tulips Bench*

Date 2009

Medium Bronze, exterior grade acrylic

Dimensions 35 x 60 x 30 inches

Condition Assumed Fair; overall soil and dust accumulation, corrosion

Location Senior Center Patio

Description The serpentine form bench with backrest composed of colorful frieze of tulips and butterflies, continuing to a slatted seat accented by cutout butterflies, flanked by branch form armrests and supported by eight branch form legs joined by arched stretchers

Replacement Value - New	**$15,000**

ITEM DESCRIPTIONS

Item Number **4**

Object Type **Sculpture**

MARY ANN BAKER

Title *Let's Dance Bench*

Date 2009

Medium Bronze, exterior grade acrylic paint

Dimensions 40 x 60 x 30 inches

Condition Assumed Fair; overall soil and dust accumulation, corrosion, salt efflorescence, fading

Location Cesar Chavez Plaza, Barbara Lee Senior Center

Description The semicircular bench with painted, pierced backrest decorated with four registers of gold and red stylized forms, including stars, continuing to slatted seat accented with star-form cutouts, flanked by branch form armrests and supported by eight branch form legs terminating in high heel shoe and boot feet, all joined by arched stretchers

Replacement Value - New	**$15,000**

ITEM DESCRIPTIONS

Item Number **5**

Object Type **Sculpture**

MARY ANN BAKER

Title *Veterans Memorial Bench*

Medium Bronze, wood

Dimensions 35 x 60 x 20 inches

Condition Assumed Fair; overall soil and dust accumulation, coating deterioration and areas of loss, areas of corrosion

Location Civic Center Plaza

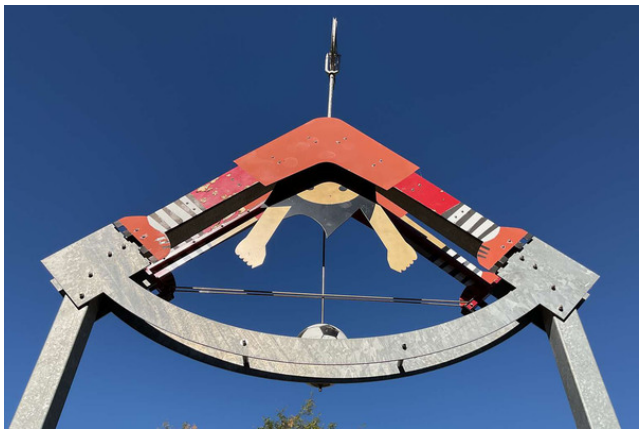
Description The bench with branch framed scene of American flag, soldiers, medals, and eagle amid stylized elements, continuing to slatted wood seat flanked by branch form armrests and supported on four branch form legs

Replacement Value - New	**$8,000**

ITEM DESCRIPTIONS

Item Number **6**

Object Type **Sculpture**



JOE BOLOGNA AND PATRICIA VADER

Title *Kicker Kid*

Date 2015

Medium Aluminum, steel, and paint

Dimensions

Condition Assumed Fair; operational, some wear, overall soil and dust accumulation, areas of coating loss, areas of paint loss

Location Cardoza Park

Description A kinetic sculpture in the form of a child in soccer uniform bending over between outstretched legs, with arms extended, a soccer ball below the child's head and a bike wheel above, connected by rods to the soccer ball

Replacement Value - New	**$30,000**

ITEM DESCRIPTIONS

Item Number **7**

Object Type **Sculpture**

DAVID ALAN CLARK

Title *Milpitas Minute Man*

Date 2013

Medium Bronze

Dimensions

Condition Assumed Fair; overall soil and dust accumulation, wax deterioration, corrosion

Signature Incised on base with date

Marks/Inscriptions Informational plaque on plinth

Location Milpitas City Hall

Description A standing man in Colonial dress wearing a tricorn hat and holding a musket in one hand and resting his hand on a plough with the other, a jacket folded over the plough

Replacement Value - New	**$278,000**

ITEM DESCRIPTIONS

Item Number **8**

Object Type **Sculpture**

JAMES DINH

Title *Circle of Time*

Date 2024

Medium Granite, concrete, paint

Dimensions

Condition Assumed Good; overall soil and dust accumulation, organic debris, bird droppings

Marks/Inscriptions Plaque on base, with information about the artwork

Location Jose Higuera Park

Description a circular disc with hollow center, reminiscent of a milestone, engraved with a design of black flowing tule reeds, positioned on a circular podium textured on the sides to evoke the weave of Ohlone baskets

Replacement Value - New	**$45,000**

ITEM DESCRIPTIONS

Item Number **9**

Object Type **Sculpture**

SCOTT DONAHUE

Title *Watching You*

Date 2015

Medium Concrete, ceramic tile, paint

Dimensions 138 x 66 x 66 inches (Overall)

Condition Assumed Fair; overall soil and dust accumulation, multiple cracks

Location Rathbone Park

Description Five tall columnar forms in gray and rose toned concrete separated by veins of orange and red tile, the columns featuring raccoons, eagles, deer, mountain lions, and steel head trout

Replacement Value - New	**$100,000**

ITEM DESCRIPTIONS

Item Number **10**

Object Type **Sculpture**

BILL GOULD

Title *Green Tree*

Date 2010

Medium Steel, recycled materials

Dimensions 240 x 144 x 144 inches

Condition Assumed Fair; overall soil and dust accumulation, cobwebs, corrosion, some chips and tangles

Location Pinewood Park

Description A stylized tree anchored by five spherical terminals, with a central cylindrical trunk issuing four arched branches, each ending in a spherical finial, all connected by a series of graduated rings, all hung with assorted ornaments composed of found objects

Replacement Value - New	**$100,000**

ITEM DESCRIPTIONS

Item Number **11**

Object Type **Painting**

DEBRA KOPPMAN

Title *Welcome to Milpitas*

Date 2021

Medium Acrylic paint on composite aluminum

Dimensions 30 x 48 inches (Each)

Condition Assumed good; overall soil and dust accumulation, abrasions and losses to paint

Location Variable

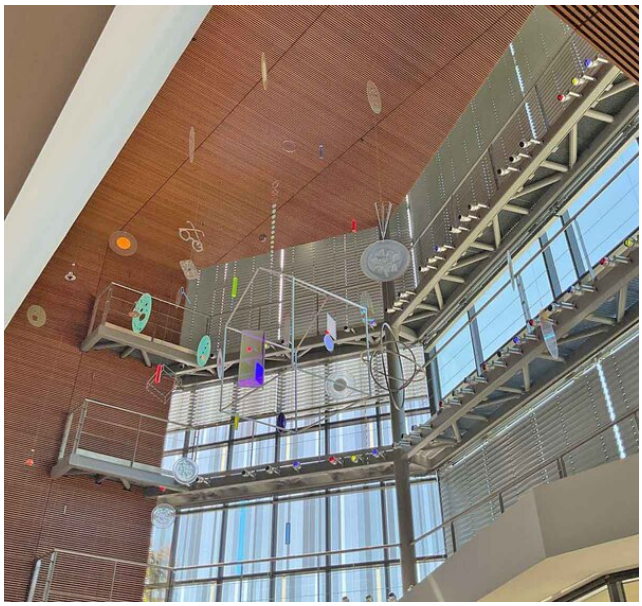
Description A five-panel freestanding mural, designed to be portable and flexible, with colorful images inspired by historic photographs of Milpitas, including the Smith's Corner general store, the Southern Pacific train, the Windsor Blacksmith Shop, the Pashote Building, and the Ford Assembly plant

Replacement Value - New	**$10,000**

ITEM DESCRIPTIONS

Item Number **12**

Object Type **Sculpture**



CORK MARCHESCHI

Title *Fertile Ground*

Date 2008

Medium Plastic, dichroic glass, monofilament

Dimensions

Condition Assumed good; overall soil, grime and dust accumulation, one element appears to be missing

Marks/Inscriptions Explanatory plaque below installation

Location Milpitas Library

Description A mobile installation with a series of objects (glasses, key, rings, airplane, shapes) suspended by monofilament from the ceiling, the objects meant to represent "kernels of thoughts, some have taken form, some have structure, but most float and await the collision that will start the process to form an idea."

Replacement Value - New	**$140,000**

ITEM DESCRIPTIONS

Item Number **13**

Object Type **Sculpture**

SHANNON MOORE AND MARCIA SMITH

Title *Hand in Hand around the Park*

Date 2004

Medium Ceramic mosaic tile, steel, paint

Dimensions 96 x 72 x 72 inches

Condition Assumed fair; overall soil and dust accumulation, corrosion to steel, cracking to tiles, some losses

Location Hillcrest Park

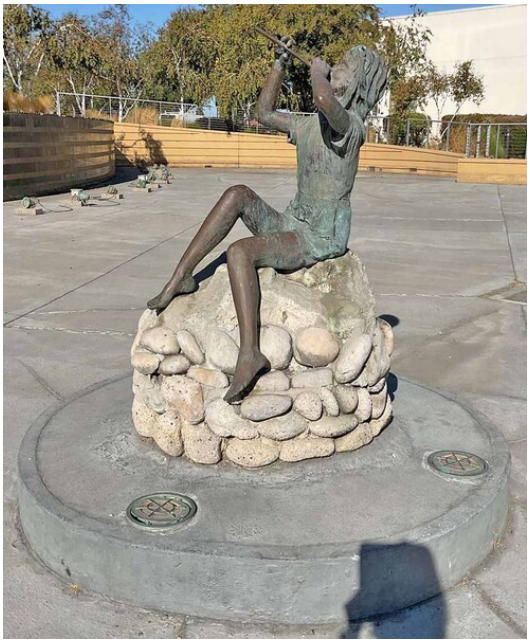
Description A central tapered column covered in colorful mosaic tile flowers and vignettes, topped by a sphere surrounded by a pierced metal ring with cutout words and hand prints the lower section with four seats further decorated with tile mosaic scenes and banner of text quoting Anne Frank

Replacement Value - New	**$50,000**

ITEM DESCRIPTIONS

Item Number **14**

Object Type **Sculpture**



CARLA MOSS

Title *Flute Player*

Date 1996

Medium Bronze

Dimensions 60 x 30 x 30 inches

Condition Assumed Fair: overall soil and dust accumulation, corrosion, wax wear and loss, patina loss

Signature Incised on base, "C. Moss/S. Moss"

Marks/Inscriptions Incised date on base

Location Civic Center Plaza

Description A child seated on a rocky plinth playing a flute

Replacement Value - New	**$30,000**

ITEM DESCRIPTIONS

Item Number **15**

Object Type **Sculpture**

CARLA MOSS

Title *Cartwheels*

Date 2004

Medium Bronze

Dimensions 50 x 50 x 10 inches (Each)

Condition Assumed fair; overall soil and dust accumulation, corrosion

Signature Each with incised signature "C. Moss" and date

Location Milpitas Library

Description Three figures of children wearing colorful clothing, each in the act of turning a cartwheel, each figure positioned on a circular concrete base

Replacement Value - New	**$60,000**

ITEM DESCRIPTIONS

Item Number **16**

Object Type **Sculpture**

CARLA MOSS

Title *Little Alviso Water Tower*

Date 2012

Medium Acrylic panels, mixed media

Dimensions 84 x 40 x 40 inches

Condition Assumed fair; overall soil and dust accumulation, areas of paint loss and cracking

Location Alviso Adobe Park

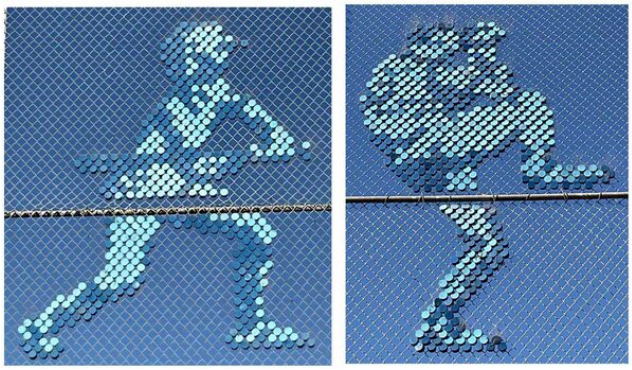
Description A four-sided structure set on a aggregate square base, supported by four squared legs, each side set with horizontal panels depicting historical figures/scenes, alternating with friezes of grapes, horses, wagon wheels, cattle, maize, trees, and other elements, capped by a peaked adobe tile roof

Replacement Value - New	**$40,000**

ITEM DESCRIPTIONS

Item Number **17**

Object Type **Sculpture**



NILES PALMER

Title *Baseball Figures*

Date 2000?

Medium Painted metal

Dimensions

Condition Assumed good; overall soil and dust accumulation

Location Milpitas Sports Center, Baseball Field

Description Two baseball players, each composed of gradated blue circular metal discs fitted onto the chain link fence support, one in the act of batting and the other pitching

Replacement Value - New	**$75,000**

ITEM DESCRIPTIONS

Item Number **18**

Object Type **Painting**

JOANIE POPEO

Title *Our View*

Date 2021

Medium Pastel

Dimensions

Condition Assumed Good

Location Barbara Lee Senior Center

Description The vertical landscape with a dark green field and scattered trees below a central tan hill, dotted with areas of dark green foliage, under an expansive blue sky with scattered clouds

Replacement Value - New	**$12,000**

ITEM DESCRIPTIONS

Item Number 19

Object Type Sculpture

DAN SNYDER

Title *The Sundial*

Date 2002

Medium Cement, stainless steel

Dimensions

Condition Assumed fair; overall soil and dust accumulation, graffiti, corrosion on steel elements, minor cracks and abrasions

Location Sunnyhills, Albert Augustine Jr. Memorial Park

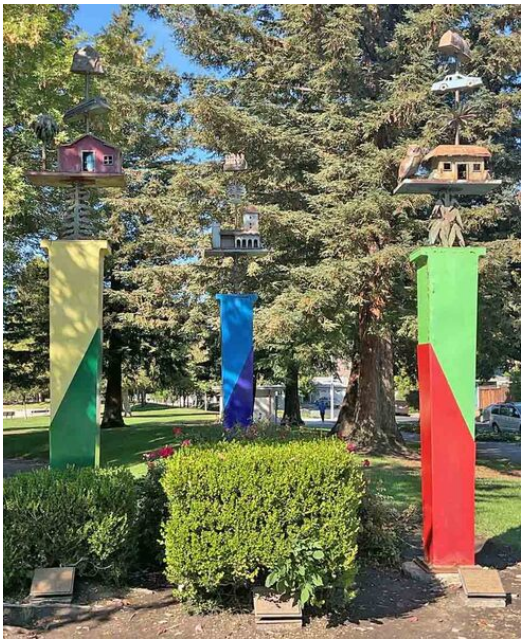
Description A curved path inset with angelic figures, musical notes, spirals and stars, leading to a circular surface divided into wedge segments, each further embellished with inlaid spirals, stars and musical notes, centered by a wide disc, with the text "Welcome Home,"supporting an octagonal column, inlaid on sides with directional indicators interspersed with further figural motifs, capped by a circular sundial, composed of Roman numeral dial face with the motto "only sunny hours" and a wave-form gnomon pierced with star and figural cut-outs

Replacement Value - New	**$100,000**

ITEM DESCRIPTIONS

Item Number 20

Object Type Sculpture



VICKIE JO SOWELL

Title *Legends of Milpitas*

Date 2003

Medium Painted steel

Dimensions 168 x 18 x 18 inches (Each)

Condition Assumed fair; overall soil and dust accumulation, corrosion throughout, pitting near seams

Marks/Inscriptions Explanatory plaque below each column

Location Murphy Park

Description Three columns each painted in two-tone color scheme: "Legend One" painted in yellow/green and capped by symbolic elements of a century plant blossom, the Joseph Weller palm, Old Laguna School, a Western Pacific Railroad locomotive, and Half Dome; "Legend Two" painted in light blue/dark blue and capped by symbolic elements of hummingbird sage blossom, a Mission style building, an olive tree and Ohlone Indians; "Legend Three" painted in green/red and capped by symbolic elements of corn, a burrowing owl, a century plant, the Higuera Adobe, a Ford sedan and the Milpitas Hills

Replacement Value - New	**$45,000**

ITEM DESCRIPTIONS

Item Number **21**

Object Type **Sculpture**

ADRIAN SUSNEA LITMAN

Title *Old Farm Wagon*

Date 2012

Medium Wood, steel, copper sheeting, paint

Dimensions 47 x 221 x 70 inches

Condition Assumed fair; overall soil and dust accumulation, corrosion, significant fading and wear to paint, evidence of pest activity

Location Alviso Adobe Park

Description A platform wagon with brightly painted blue and red wheels, set with a bench seat at front and continuing to a red and blue painted wagon tongue; the platform of the wagon fitted with metal text, "Jose Maria de Jesus Alviso, Rancho Milpitas, 1837 "and an array of fruits

Replacement Value - New	**$52,000**

ITEM DESCRIPTIONS

Item Number **22**

Object Type **Sculpture**

ADRIAN SUSNEA-LITMAN

Title *Four Seasons*

Date 2010

Medium sheet metal, metal wire, paint

Dimensions 48 x 48 x 3 inches (Each)

Condition Assumed Good

Marks/Inscriptions Each with applied plaque with artist's name and title

Location Hallway, Barbara Lee Senior Center

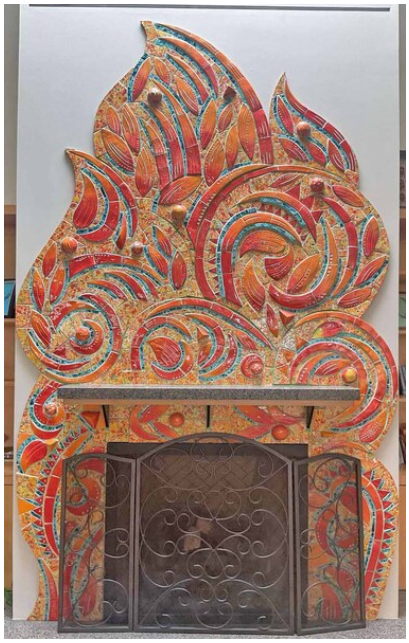
Description Top left, "Winter" - a square composition of geometric silver/gray fields and curving lines
Top right, "Spring" - square composition of diagonals and bright green patination patterns
Bottom left, "Summer" - square composition of matte gold fields, bordered in blue/green patination, a glossy copper background
Bottom right, "Autumn" - square composition of varying tones of red and brown elements and incised curving lines

Replacement Value - New	**$40,000**

ITEM DESCRIPTIONS

Item Number **23**

Object Type **Sculpture**



ADRIAN SUSNEA-LITMAN

Title *Garden Fantasy*

Date 2010

Medium Ceramic tile

Dimensions 144 x 84 inches

Condition Assumed Good; minor losses to some tiles, overall soil and dust accumulation

Location Lobby, Barbara Lee Senior Center

Description The fireplace surround composed of mosaic flame composition in swirling patterns red and orange, accented by areas of blue and green

Replacement Value - New	**$30,000**

ITEM DESCRIPTIONS

Item Number **Object Type** **Painting**

24

ADRIAN SUSNEA-LITMAN

Title *Thriving Legacy*

Date 2011 and 2024

Medium acrylic on wood panel

Dimensions

Condition Assumed Good

Location Barbara Lee Senior Center

Description The rectangular four panel mural featuring portraits of numerous figures and the seal of the City of Salinas, all on a bright yellow/orange background, together with two 36" circular portraits, one of a man wearing a fedora and smoking a pipe, and the other of a woman wearing glasses and a blue garment

Replacement Value - New	**$68,800**

ITEM DESCRIPTIONS

Item Number **25**

Object Type **Sculpture**

ADRIAN SUSNEA-LITMAN

Title *Birds of Paradise*

Date 2011

Medium Sheet metal, acrylic paint

Dimensions 30 x 150 x 36 inches

Condition Assumed Fair; overall soil and dust accumulation, coating deterioration and areas of coating loss

Location Main & Great Mall Parkway, Bus Shelter

Description The shelter top consisting of assorted sections of metal, some solid and some mesh, arranged to represent red bird of paradise blossoms amid wide green leaves

Replacement Value - New	**$32,000**

ITEM DESCRIPTIONS

Item Number **Object Type** **Sculpture**

26

LAUREL TRUE

Title *Starscape Bench*

Date 2007

Medium Glass and ceramic mosaic tile, concrete

Dimensions 42 x 84 x 84 inches

Condition Assumed Fair: overall soil and dust accumulation, graffiti, cracks and chips to tiles

Marks/Inscriptions Plaque on base with title, artist's name and dedication

Location Starlite Park

Description A star shaped bench with domed center covered in colorful mosaic pattern dotted with stars

Replacement Value - New	**$25,000**

Condition Ranking

Excellent: Works are usually contemporary or less than 20 years old. They are flawless without tears, fading, foxing and free of any debris.

Very Good: Used for works are usually older than 20 years and are clean, free of tears or paint chips. There may be some wear or fading that is considered normal and expected by the market due to the age of the work and does not cause a decrease in value.

Good: The work has some minor imperfections or has been restored. Minor imperfections include some debris that can be easily cleaned and brought to the level of "very good" or "excellent." The work has been restored by a skilled restorer and evidence of damage or restoration is negligible.

Fair: The work is slightly damaged and requires some repair. The canvas has a small tear or has buckled or has some minor paint chips. The work has faded in color. Works on paper have minor tears, some brown discoloration, foxing spots or creases that can be restored.

Poor: The work is highly damaged, often beyond repair or requires a great deal of repair. For example the gap in a tear of the canvas is so large that it requires much alteration by a restorer.

State of the Market

Art Market End of 2024

In 2024, the global art market witnessed a period of transition, navigating economic challenges while embracing new trends. Overall, the art market experienced a modest contraction, with global sales declining by approximately 4% to $65 billion. This downturn was influenced by high interest rates, inflation, and geopolitical instability, which affected collector confidence and spending. The U.S. market share, although decreased by 10% to $27.2 billion, still represents 42% of the global market.

A notable shift was observed in collector motivations as art buyers showed a more investment-driven approach to art collecting. Additionally, younger collectors, particularly Millennials and Gen X, demonstrated increased activity, with a growing interest in contemporary and emerging artists. Female artists also gained greater representation, comprising 44% of artworks sold to high-net-worth individual collections, up from 33% in 2018.

The integration of technology continued to reshape the art market. Online-only sales reached $440.3 million, nearly tripling from 2020 levels, reinforcing digital platforms as critical components of the art market. However, sales in art-related NFTs declined sharply, from a peak of $2.9 billion in 2021 to $1.2 billion, reflecting a cooling interest in this segment.

There was significant activity in the market for affordable art, with works priced under $5,000 accounting for 82% of contemporary art sales. This trend highlights a shift toward accessibility and inclusivity, attracting new and younger collectors. The prints and editions sector also gained attention, offering a more accessible entry point into the art market with rising financial returns.

Despite a challenging year, the November 2024 auctions indicated signs of recovery. Approximately 35% of lots exceeded their mid-estimates, and new artist records were set, reflecting renewed confidence among collectors. However, some high-profile works, including pieces by Matisse and Rousseau, remained unsold, highlighting selective buying patterns. There is, therefore, resilience in the art market, with significant sales and a cautious yet optimistic collector base.

Looking ahead, experts predict that the art market will stabilize, with more gradual growth following the volatility of recent years. The market may expand by another 5-7% by 2025, with much of this growth coming from younger artists and collectors. Blue-chip works and traditional fine art are expected to remain strong, particularly as a hedge against inflation.

Valuation Analysis

Introduction to Our Valuation Analysis of Fine Art:

The most significant characteristic of value in determining value of artwork is the identity of the artist. The artist's skill and career are major factors in appraising a work of art and are the primary drivers of his/her market. An artist who is beginning to exhibit is considered an "emerging artist" and is typically accepted in art centers, universities and small, local galleries only, regardless of the quality of the work. An artist is considered to be "mid-career" when he/she shows their work with established galleries in metropolitan areas and local museums while also entering competitions to obtain commissions and awards. When the artist is juried into shows at larger commercial galleries and museums that span a larger area than just their local region, and is the subject of art reviews or is published in catalogues, the demand generally increases as the work gets exposure to a larger public. An artist at this stage is considered "established." The extent to which an artist is represented by a reputable gallery or dealer is an indication of the investment a gallery/dealer is willing to make into promoting a promising artist.

The works of mid-career and established artists may also appear at auction. Established artists with a strong market for their work on an international level, may also have a market with the major auction houses including Sotheby's and Christie's. Artists whose recognition is limited nationally with representation at galleries that specialize in that particular country and period might also sell at Sotheby's and Christie's but are more likely to be sold at other nationally recognized auction houses including Bonhams and Butterfields in California and London, Phillips de Pury in London, Heritage Galleries in Dallas, or Skinner in Boston.

Once the attribution of a work of art has been determined, either through the existence of the artist's signature or through provenance or expert analysis, the next characteristic of value is the type of work. Some artists have certain periods, styles or genres (subject matter) in their overall output that are more sought after than others. The importance of the specific piece within the artist's body of work as well as the work's rarity are taken into consideration in valuing a work of art.

The next characteristic of value is the quality of the work and its medium. A work's quality of execution, pictorial technique, richness, detail, color palette that appeals to most collectors and critics is assessed. In terms of medium, oils on canvas or board are traditionally the most valuable with watercolors, pastels, charcoal, ink and other drawing techniques on paper taking the next place. Prints and other types of multiples fall into the third category of value since the availability of the work in relationship to the demand influences the price as well. A print or multiple is valued according to type of printing process, its rarity and edition size. A larger edition size is less valuable than a smaller one and works that are out of print and rare on the open market, but popular, have more value.

The next categories determining value are condition and size. Works that are damaged or dirty are rarely sold at fine galleries, but may come up at auction at significantly reduced prices. Size is an important indicator of value as many works of art are often priced according to size;

however, in some cases large sizes may be a deficit as large paintings require adequate wall space.

Finally, whether or not a work may have won a prestigious award or have been included in a major museum exhibit, or published in a text book or museum catalogue would also have an impact on its value.

Valuing the City of Milpitas Art Collection:

The City of Milpitas collection consists of commissioned, site-specific installations. In order to arrive at replacement values for the subject properties, we researched the artists who made each piece. The majority of the artists are mid-career, active and working on projects. Replacement value for the works by these artists is based on their current pricing structure to re-create their commissioned works. In the case of artists who were unavailable to provide this information or appear to be no longer actively working, replacement value is based on pricing for a comparable new work by an artist of similar stature and reputation.

Certification: Andrea Roth

I certify that, to the best of my knowledge and belief:

•The statements of fact contained in this report are true and correct.

•The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

•I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

•I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

•I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

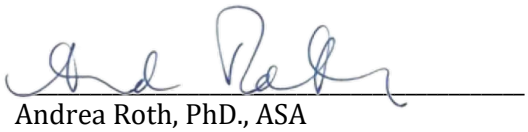
•My engagement in this assignment was not contingent upon developing or reporting predetermined results.

•My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

•My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice.*

•I have not made a personal inspection of the property that is the subject of this report.

•No one provided significant personal property appraisal assistance to the person signing the certification.



Andrea Roth, PhD., ASA
Roth Art Group

Certification: Liza Hickey

I certify that, to the best of my knowledge and belief:

•The statements of fact contained in this report are true and correct.

•The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

•I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

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•No one provided significant personal property appraisal assistance to the person signing the certification.

Liza Hickey, ASA
Roth Art Group

Printed Sources:

American Society of Appraisers Personal Property Committee, *Monographs 1-5, 6,7 and 13* (2017).

Appraisal Standards Board, *Uniform Standards of Professional Appraisal Practic*e. Washington, D.C.: The Appraisal Foundation, 2024.

Lucie-Smith, Edward, *The Thames and Hudson Dictionary of Art Terms*, London: Thames and Hudson, Ltd. 1984.

Soucy, Patricia C. and Smyth, Janella N., eds. *The Appraisal of Personal Property, Principles, Theories, and Practice Methods for the Professional Appraiser,* Washington, D. C.: American Society of Appraisers, 1994.

Internet Sources:

1stDibs

Year in Review Database
Public Art Network
Americans for the Arts
https://www.americansforthearts.org/

Galleries and Dealers Consulted:

Randolph Rose Collection
Yonkers, NY

Xanadu Gallery
Scottsdale, AZ

Artists Consulted:

David Alan Clark

James Dinh

Artik Art & Architecture (Bill Gould)

Dr. Debbie Koppman

Cork Marcheschi

Carla Moss

Joanie Popeo

Dan Snyder

Vickie Jo Sowell

Adrian Susnea Litman

Laurel True

Patricia Vader and Joe Bologna

APPRAISER'S CREDENTIALS

ANDREA Z. ROTH, PH.D.

EDUCATION

Ph.D., Art History, University of Southern California, 2002
M.A., Art History, University of Southern California, 1995
B.A., Honors, Political Science, University of California, Los Angeles, 1987

American Society of Appraisers (ASA), Accredited Senior Appraiser
American Society of Appraisers, Accreditation Program
Introduction to Personal Property Valuation (PP/GJ201), 2004
Personal Property Valuation Methodology, Research and Analysis (PP/GJ202), 2005
Appraisal Methodology: Report Writing (PP/GJ203), Rhode Island School of Design, 2005
Insurance and the Legal Environment (PP/GJ204), U.C. Irvine, 2006
California Art and Design, U.C. Irvine, 2006
Uniform Standards of Professional Appraisal Practice (USPAP), 7-Hour Update, August 8, 2024

EMPLOYMENT

October 2003 – Present
Roth Art Group: Founder & CEO
Independent fine art appraiser specializing in American and European paintings and sculpture from 1800 to contemporary. Prepare appraisal reports for insurance coverage, estate planning and tax, charitable donations, division of property, damage/loss claims, bankruptcy and collateral valuations. Offer art consultation services for sale and purchase, art investment, authentication research, market condition analysis and collection cataloging. May serve as expert witness at trials involving fine art and sculpture disputes.

Certified by California State Board of Education to offer courses for continuing education. Course offered: The Fine Art Appraisal and the Art Market

Offer seminars in IRS requirements for estate tax appraisals to estate planners and estate attorneys

Offer seminars in the current state of the art market and appraisal requirements to insurance brokers, estate planning, and family law professionals.

LECTURES & SEMINARS

AAML (American Academy of Matrimonial Lawyers)– Northern California Chapter, "What do we do with all this stuff? Valuations, Distribution and Selling Valuable Objects in Divorce." January, 17, 2024.

Central Oregon Estate Planning Council, "Protecting the Castle and Treasures: Risk Management for Valuable Items in an Estate." January, 31, 2024.

American Society of Appraisers, "Jewelry as Art, Art as Jewelry: Blurring the Boundary for the Appraiser," Webinar, June 2022.

San Francisco Trusts and Estate Planning Affinity Group, Provisors Trusted Advisors Group, "Digging for Treasure: How to Find and Protect Hidden Art Assets," March 2021

American Society of Appraisers, "Protecting Your Art: What You Need to Know About Copyright, Restitution, Money Laundering and Other Art Related Transactions," Webinar October, 2020

Bar Association of San Francisco, "The Art of Planning for Valuable Collections," July 2020

American Society of Appraisers, "The Value of Fame-Appraising Hollywood and Rock 'n' Roll Memorabilia," Webinar, June 2020

Santa Clara Estate Planning Council, "Case Studies in Complex Fair Market Value Appraisals," February 2020.

RIMS, Risk Insurance Management Society, San Francisco Chapter, "The Essentials of Art Asset Protection," January 2018.

Chubb Insurance, San Francisco, "The Fundamentals of Appraising Fine Art," November 2014.

Diablo Valley Estate Planning Council, Walnut Creek, "Challenging Your Own Value Wizard," June 2013.

City National Bank, Private Client Group, San Francisco, "Navigating the Current State of the Art Market," May 2012.

EMPLOYMENT(CONTINUED)

September 1994 - August 1996
***The Art Bulletin*: Editorial Assistant**
Monitored all daily operations of the *Art Bulletin*, the most prestigious journal in the discipline of art history. Reviewed and evaluated manuscript submissions, occasional editing of manuscripts, performed editorial-related research, extensive record keeping.

January 1992 - August 1993
J. Paul Getty Art History Information Program: Associate Editor
Edited all entries for the *Thesaurus of Geographic Names* (TGN), the first automated source of hierarchically-arranged international geographic data. Participated in strategic planning. Performed research, and wrote summaries for publishing.

July 1989 - December 1991
Bowles/Sorokko Galleries: Gallery Administrator
Supervised gallery administrative operations. Coordinated exhibitions and auctions. Maintained gallery archives, performed provenance research, prepared educational material. Wrote administrative procedures and training manuals. Gained overall familiarity with modern and contemporary art market trends.

TEACHING EXPERIENCE

Visiting Lecturer at the following institutions in the Department of Art History, teaching courses in European 16th and 17th century art:

University of California at Davis, Fall and Spring 2003
Mills College, Winter 2003

Santa Clara University, Fall 1999
University of California at Riverside, Spring 1997

Fellowships And Honors

William J. Fulbright Scholarship for Research in Italy, 1997-98
Gladys Krieble Delmas Foundation, Dissertation Writing Grant, 1999-2000
University of Southern California, Dissertation Writing Award, 2002

Professional Affiliations

Accredited Senior Appraiser (ASA), American Society of Appraisers
ASA NorCal Chapter Vice President, 2020-2022
ASA NorCal Chapter Board Member, 2022- present
ArtTable
J. Paul Getty Research Institute Affiliate

Foreign Languages

Italian, Romanian, Spanish reading ability

LIZA HICKEY, A.S.A.

EDUCATION

Master of Philosophy, European Fine & Decorative Art History, University of Glasgow (Christie's Education) 2002-2003
Bachelor of Arts, Psychology, Minor, Art History, University of California Santa Barbara, 1996 -2000

American Society of Appraisers (ASA), Accredited Senior Appraiser
American Society of Appraisers, Accreditation Program
- Introduction to Personal Property Valuation (PP/GJ201), 2009
- Personal Property Valuation Methodology, Research and Analysis (PP/GJ202), 2010
- Appraisal Methodology: Report Writing (PP/GJ203), 2010
- Insurance and the Legal Environment (PP/GJ204), 2011
- Uniform Standards of Professional Appraisal Practice (USPAP), 7-Hour Update, June 5, 2024

EMPLOYMENT

2024-Present
Roth Art Group: Head of Appraisal Services, Decorative Art & Antiques Appraiser
Conduct professional art appraisals for insurance coverage, estate planning and tax, charitable donations, division of property, damage/loss claims, bankruptcy, and collateral valuations. Offer project management, art market analysis, trend monitoring, and provide informed advice to clients to make strategic decisions within the art market.

2023-2024
Applied Art Appraisals: President and Decorative Art Appraiser
Accredited Senior Appraiser, American Society of Appraisers - Appraisal knowledge and expertise to solve valuation problems, with an emphasis on the functional arts, including ceramics, glass, metalwork, and furniture. Applied Art Appraisals offers professional, detailed, thorough and organized valuation reports for insurance coverage, charitable contribution and estate management.

2007-2022
Hobart Associates, Inc.: Associate Appraiser
Responsible for valuation of decorative arts, research, editorial assistance and office administration at small fine art and antique appraisal firm.

2011-2016
Freelance Writer, Editor, Researcher
Worked with Old Master prints and drawings, book specialist. Wrote, edited valuation analyses in collaboration with Fine Art appraiser

2004-2007
ABC-CLIO, Santa Barbara: Writer/Editor
Planned, researched, and produced numerous feature stories on a variety of geographic, political, and cultural topics. Wrote and edited news stories for use on educational web-based database. Collected and managed data on individuals (political leaders and cultural figures) and organizations (political parties, legislatures, cultural groups, et. al.)

PROFESSIONAL AFFILIATIONS

Accredited Senior Appraiser (ASA), American Society of Appraisers
ASA NorCal Chapter Secretary, 2016-2021
ASA NorCal Chapter Treasurer, 2022-2024
American Decorative Arts Forum, member, 2023-present
San Francisco Ceramics Circle, member, 2024-present

Glossary of Terms

Appraisal. An unbiased, supportable estimate of a defined value by a person trained in research and analysis, and who is knowledgeable about the property being appraised and its class, and acts with accepted and professed standards of professional practice. Appraisals are written and oral reports which communicate value.

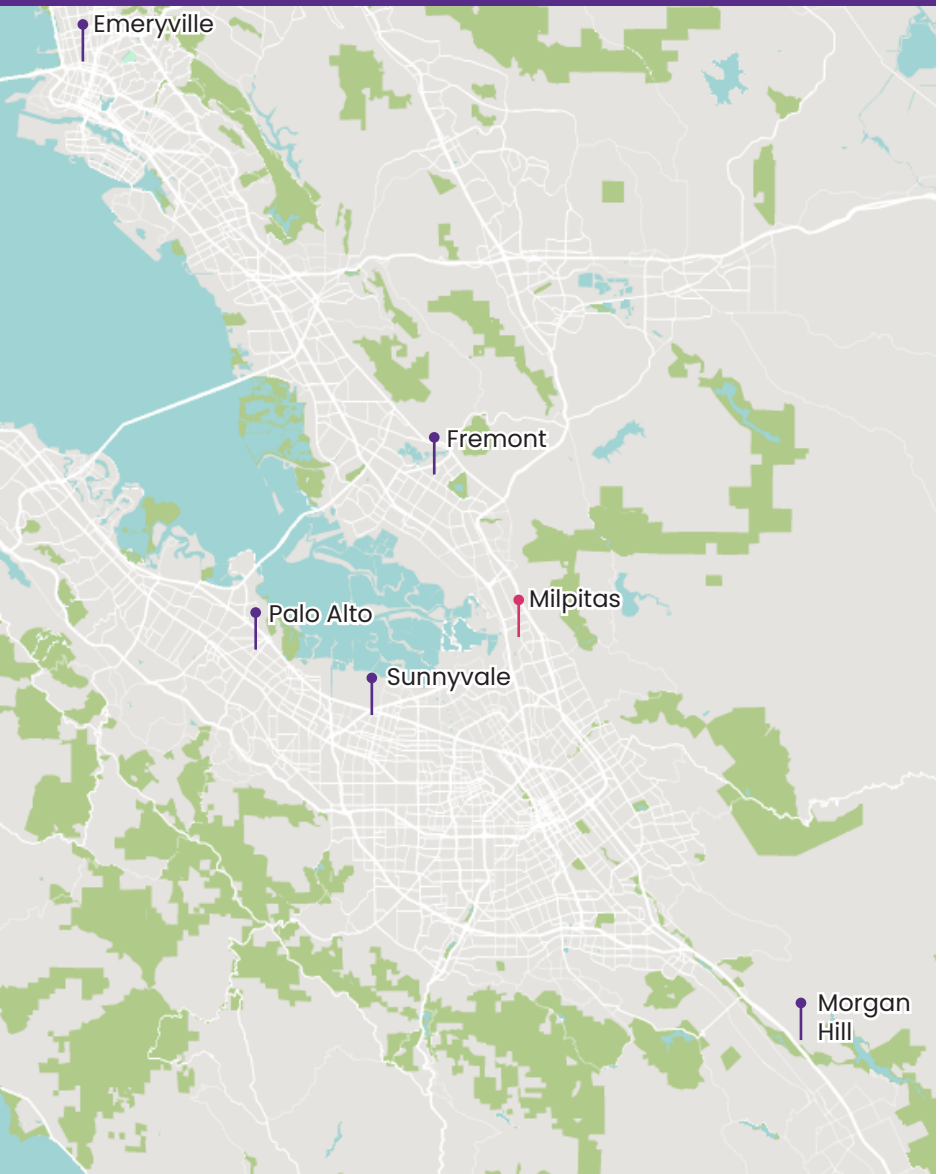
Auction. A scheduled event where works of art are sold at a specific time and place to the highest bidder.

Characteristics of Value. The characteristics of a property significant in the market such as condition, date, subject matter or color. Characteristics of value are primarily questions of fact and have an objective relationship to the marketplace.

Provenance. The listing of the previous ownership of a work of art, forming an essential part of its history. Provenance is usually given in the entries for works of art in scholarly catalogues of a particular collection or entries for works of art in scholarly catalogues of a particular collection or artist's oeuvre.

PERCENT FOR ART

Case Studies



MILPITAS, CA

PUBLIC CIP/DEVELOPMENT ASSESSMENT

One and one-half (1.5) percent of eligible projects expenditures within the City's annual Capital Improvement Projects.

PRIVATE DEVELOPMENT ASSESSMENT

One-half (.5) percent of building development costs for Private nonresidential building developments involving 2,000 square feet or more of new floor area and Private residential building developments of 20 or more new dwelling units.

IN-LIEU CONTRIBUTION

One-half (.5) percent of building development costs.

ANALYSIS AND KEY TAKEAWAYS

Opportunity areas:

- Expanding Private Development assessment for public art to one and one-half (1.5) percent.
- Expanding the in-lieu contribution to one and one-half (1.5) percent.
- Provide clearer definition for eligibility for both private and public projects.

SUNNYVALE, CA

Distance from Milpitas: 10 miles southwest
Population: 155,805
Area: 22.78 miles²

PUBLIC CIP/DEVELOPMENT ASSESSMENT

One (1) percent of the project valuation within a variance of ten percent

PRIVATE DEVELOPMENT ASSESSMENT

Two (2) percent of project construction valuation

IN-LIEU CONTRIBUTION

Yes. The in-lieu fee shall be 1.1% of the building valuation. The additional .1% assessed is to be reserved in the public art fund for maintenance of the collection.

ANALYSIS AND KEY TAKEAWAYS

A public percent for art fee is not included in the ordinance, but Sunnyvale's provision of a maintenance assessment as part of the in-lieu fee is a sustainable approach to ensuring the collection's ongoing maintenance, especially if Sunnyvale private developers are more frequently opting into the in-lieu fee.

FREMONT, CA

Distance from Milpitas: 12 miles northwest
Population: 230,504
Area: 88.46 miles²

PUBLIC CIP/DEVELOPMENT ASSESSMENT

One (1) percent fee assessed for public projects.

PRIVATE DEVELOPMENT ASSESSMENT

The original 1987 ordinance was expanded in 2016 to include a private development assessment. For specified districts in the City, a fee per square foot of construction is assessed.

As of 2016, the fee was $0.52 per square foot. In Fremont, the amount of the fee shall be based on an amount per square foot adopted by resolution each year, based on the Consumer Price Index in the San Francisco-Oakland-San Jose area for the preceding year.

IN-LIEU CONTRIBUTION

Not for all projects, but for private development greater than 100,000 square feet, the developer has the option to contribute 50% of the assessed fee, if public art is not installed.

ANALYSIS AND KEY TAKEAWAYS

A square footage model is highly desirable for communities anticipating significant private development in coming years. This approach ensures a more accurate assessment is made.

PALO ALTO, CA

Distance from Milpitas: 16 west northwest
Population: 68,572
Area: 26 miles²

PUBLIC CIP/DEVELOPMENT ASSESSMENT

One (1) percent of the City's annual Capital Improvement Program (CIP) budget

PRIVATE DEVELOPMENT ASSESSMENT

One (1) percent of the estimated construction valuation

IN-LIEU CONTRIBUTION

Yes, one (1) percent of the estimated construction valuation

ANALYSIS AND KEY TAKEAWAYS

Palo Alto offers a very comprehensive suite of resources to inform Private Developer's understanding of the public art fee, their options for the one (1) percent assessed, and how the Palo Alto Art Program can support these processes.

MORGAN HILL, CA

Distance from Milpitas: 28 miles southeast
Population: 44,478
Area: 12.94h miles²

PUBLIC AND PRIVATE CIP/DEVELOPMENT ASSESSMENT

Applicable for both private and public projects:

Morgan Hill is exploring adopting a one (1) percent fee for the total construction valuation of new residential building developments of 20 housing units or more; nonresidential development projects of 5,000 square feet or more; and new public buildings and new city parks.

IN-LIEU CONTRIBUTION

Yes. The in-lieu fee shall be equal to the one (1) percent assessment.

ANALYSIS AND KEY TAKEAWAYS

Milpitas' current ordinance does not specify an in-lieu fee. It is common for in-lieu fees to be a fraction of the total fee assessed, if art is not selected, but clarifying what this amount should be will ensure consistency from project to project. It is recommended that the maximum amount for an in-lieu fee should be explored for revision in Milpitas' ordinance.

EMERYVILLE, CA

Distance from Milpitas: 50 miles northeast
Population: 12,732
Area: 2.01 miles²

PUBLIC CIP/DEVELOPMENT ASSESSMENT

One and one-half (1.5) percent of building costs for public art is assessed for municipal development projects.

PRIVATE DEVELOPMENT ASSESSMENT

One (1) percent of building costs for public art is assessed for private developers of non-residential buildings with building costs in excess of $300,000.

One-half (.5) percent of building costs for public art is assessed for private developers of residential projects over 20 units allocated.

IN-LIEU CONTRIBUTION

Yes, but the amount is unspecified.

ANALYSIS AND KEY TAKEAWAYS

While the public percent for art fee aligns with Milpitas', Emeryville assesses higher fees in private development.

Section 14 Public Art Requirements for Private Development

XI-10-14.01 Definitions

"Affordable Housing" is defined in Section XI-10-54.15.D of the Zoning Code.

Artist means an individual generally recognized by critics and peers as a professional practitioner of the visual, performing, or literary arts, as judged by the quality of that professional practitioner's body of work, educational background, experience, public performances, past public commissions, sale of works, exhibition record, publications, and/or production of artwork. The members of the architectural, engineering, design or landscaping firms retained for the design and construction of a development project covered by these policies shall not be considered artists for the purposes of these policies.

"Building Development Costs" means those construction costs as declared on building permit applications, and as accepted by the Building Official. Building permit applications shall include building, plumbing, mechanical and electrical permit applications for the project.

"Developer and/or Owner" means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality (other than the City of Milpitas), industry, public or private corporation, or any other entity that undertakes any construction within the City subject to the requirements in this Section 14.

Exterior place means any place, public or private, outdoor and exterior to buildings or structures and exposed to public view, including, but not limited to, buildings, parks, right-of-way medians and open spaces.

Local artist means an artist, as defined in this chapter, who resides in Santa Clara County, California.

Maintenance, with respect to artwork, means the required repairs or cleaning to keep a work of art in its intended condition, including preventative maintenance at scheduled intervals to curtail future deterioration, ordinary repairs or maintenance, including but not limited to, painting, repair, replacement, or installation of mechanical equipment.

Maintenance, with respect to ordinary property maintenance, means ordinary repairs or maintenance of a structure, including but not limited to, painting, roof repair, replacement, or installation of mechanical equipment.

"Public Art" is a process which results in the incorporation of original works of art by artists in publicly accessible spaces and which serves a socio-environmental function identifiable with people; is accessible to the mind and the eye; is integral to the site and responds to the concept of place making; is integrated with the work of other design professionals; is of high quality; serves the City by enhancing the quality of life for citizens and contributes to the City's prestige; is unique to its moment in time and place.

Public art master plan means the Public Art Master Plan of the City of Milpitas, California that pertains to public art, as it exists or may be amended. The Plan shall provide a process for the systematic selection and acquisition of pieces of artwork and locations of art to be included in public places.

"Public Art Program In-Lieu Contribution" means the percentage of Building Development Costs required herein.

"Public Art Projects" are projects which involve artists working through the public art process that result in the creation of original works in publicly accessible spaces that include but are not limited to paintings, mural decorations, inscriptions, stained glass, fiber work, statues, reliefs or other sculpture, monuments, fountains, arches, or other structures intended for ornament or commemoration, carvings, frescoes, mosaics, mobiles,

photographs, drawings, collages, prints, crafts both decorative and utilitarian in clay, fiber, wood, metal, glass, plastics and other materials. Public Art Projects also include artists serving on design and development teams to identify opportunities to incorporate art in publicly accessible space.

"Publicly Accessible Art" means art that is accessible to the general public.

Renovation means a project requiring a building permit where fifty percent (50%) or more of the exterior building area is being modified, rebuilt or improved by construction. For purposes of this chapter, "renovation" does not include the following:

1. Repair or reconstruction of structures which have been damaged by fire, flood, wind, earthquake or other casualty.
2. Historic preservation or restoration.
3. Development activity on existing, previously approved developments for the sole purpose of accessibility compliance.

Total construction costs means the total cost of the improvements, excluding land costs, approved for a development project, as indicated on the construction contract(s) for the subject improvements.

(Ord. No. 38.821, § 3, 5/19/15)

XI-10-14.02 Purpose and Intent

This Section 14 is intended to promote the aesthetics and arts in the City of Milpitas by requiring the inclusion of a public artwork component in new private development projects in Milpitas. A policy is hereby established to require certain private developments to include Publicly Accessible works of art for placement on the development site or contribute a Public Art Program In-Lieu Contribution as a condition of project approval. Developers and/or Owners are encouraged to employ Milpitas artists or arts organizations to fulfill the Public Art requirement.

(Ord. No. 38.821, § 3, 5/19/15)

XI-10-14.03 Contribution Requirements

A. Calculation.
   a. Nonresidential Building Developments. All ~~P~~private nonresidential building developments involving 2,000 square feet or more of new floor area shall devote an amount not less than one and one-half ~~of one~~ percent (1.5%) of total construction costs~~Building Development Costs~~ for acquisition and installation of Publicly Accessible Art on the development site.
   b. Residential Building Developments. All new ~~P~~private residential building developments of 10~~20~~ or more new dwelling units, including new construction, or the renovation or improvement of an existing building where fifty percent (50%) or more of a building is being modified, renovated, expanded, rebuilt or improved by construction, shall devote an amount not less than one and one-half ~~of one~~ percent (1.5%) of total construction costs~~Building Development Costs~~ for acquisition and installation of Publicly Accessible Art on the development site.
B. Public Art Review. All proposed Public Art to be installed on a development site under this Section 14 shall first be reviewed and approved by the Art Commission for its artistic value and appropriateness in light of the size of the development project. The cost of the proposed Public Art shall not be the sole reason for rejecting the proposed Public Art. The Art Commission shall consider the following criteria in recommending approval or disapproval of a work of art:
   a. *Complies*. The proposed art conforms to the definition of art contained in this chapter and will be created by an artist or local artist as defined in this chapter.

b. *Master plan*. The proposed art meets the qualities described in the public art master plan, if applicable to the project.
c. *Visual accessibility*. The proposed art will be readily visible to the public and meet the location requirements of this chapter.
d. *Quality*. The proposed artist is professionally recognized in the medium, and the proposed art is of quality and enduring value.
e. *Appropriateness to site*. The proposed art is of design, scale, and material appropriate to the site.
f. *Compatibility*. The proposed art is compatible with surrounding neighborhoods.
g. *Public Welfare*. The proposed art is not detrimental to the public welfare and will not constitute a safety hazard.
h. *Maintenance*.The proposed art will not require extraordinary maintenance.
i. *Valuation*. The proposed art meets or exceeds the public art assessment requirements of this chapter.
j. *Location*.The proposed location of the art and/or element(s) is in an exterior place and is appropriate to accommodate the size and scale of the proposed art and/or element(s), has or can reasonably accommodate any necessary supporting infrastructure and is in compliance with applicable city code requirements such as visibility triangle. Notwithstanding the foregoing, art purchased with the arts and culture fund or for public construction projects may be located inside publicly owned buildings.

C. *Requirements.* All private development meeting the applicability requirements of this section must elect one of the following assessment methods within ninety (90) days of the issuance of the first building permit or site work permit for a subdivision plat for any portion of the project: ~~In-Lieu Contribution~~.
a. *Option 1: On-Site Artwork.* At the discretion of the Developer and/or Owner, in lieu of installing on-site Public Art, the Developer and/or Owner may provide a Public Art Program In-Lieu Contribution to be deposited into the Public Art Fund for acquisition and placement of Public Art throughout the City. The Developer may contribute an amount equal to one and one-half (1.5) percent of the total construction costs for deposit to the public art fund. The public art assessment must be paid in full prior to the issuance of a certificate of occupancy except for subdivision plats which are required to submit the public art assessment in full at the time of recording of the final plat;
b. *Option 2: Contribute to Fund.*The Art Commission may allow a Developer and/or Owner to satisfy the public art requirement by a combination of installing Publicly Accessible Art on the development site and make a Public Art Program In-Lieu Contribution if the Art Commission determines that the location, siting or scale of the development site makes the installation of Publicly Accessible Art inappropriate or impossible for the purposes of satisfying the one and one-half percent (1.5%) requirement for installing Publicly Accessible Art on the development site.
c. *Option 3. On-site Artwork and Contribute to arts and culture fund.* Where there are combined uses within a development project or portion thereof, the arts fee shall be the sum of the fee requirements of the various uses listed above.
d. *Option 4: Alternative Equivalent Proposal.* Submit an alternative equivalent proposal to the Director of Planning.
    i. The proposal shall be for the installation of freely accessible work of art on City public right-of-way, on property owned by other public agencies, or on another property under the control or ownership of the developer. The proposal may seek a combination of the public art assessment associated with multiple projects into one larger work of art in lieu of several small works of art.
    ii. The proposal shall contain all information and establish all criteria set forth in section _____ of this Chapter, excluding the document required by _____.

iii. The developer must demonstrate that the cost of the proposal will equal the cost of the public art assessment otherwise required under subsection _____ and not create unbudgeted costs for the City.

iv. The City may approve the proposal if it finds that:

1. The alternative equivalent proposal will further the purposes of this chapter as set forth under section _____; and
2. The proposed location of the alternative equivalent proposal is in reasonable proximity to the location of the site(s) generating the work of art requirement, in order to avoid clustering of all public art in one location; and
3. The cost of the proposal will be equal to or greater than the cost of the public art assessment that would otherwise be required under Subsection _____; and
4. The developer has established to the satisfaction of the City that the alternative equivalent proposal will create freely accessible public art in the City to an equal or greater extent than installation of the public art on the individual project site or a contribution to the Fund.
5. In approving a proposal, the City may impose reasonable conditions of approval requiring the developer to enter into agreements with the City or other public agencies or private parties in order to memorialize the legal obligations of all parties involved with the alternative equivalent proposal.

D. The public art assessment for residential development projects will be calculated on a plat by plat basis. Total construction costs for purposes of calculating the public art assessment will be based on the total construction costs for all property depicted on each plat included within the residential development project.

E. Notwithstanding the foregoing, the public art assessment for any single project, cannot exceed one hundred thousand dollars ($100,000.00).

F. Subsequent Removal of Public Art or Alternative Compliance Space. If the Developer and/or Owner satisfies the Public Art requirement in accordance with subsection (A)(1), (A)(2), above, the Public Art previously installed on the development site may only subsequently be removed if the Developer and/or Owner makes a Public Art Program In-Lieu Contribution equivalent to the original amount to the Public Art Fund.

G. Exclusions. The requirements of this Section 14 shall not apply to:

a. an Affordable Housing development with a minimum of 20 percent Affordable Housing units if the Developer and/or Owner demonstrates to the satisfaction of the City Council that said requirements would cause the development project not to be economically feasible.
b. Transitional housing
c. Ordinary property maintenance.
d. Repairs and restoration resulting from fire, flood, windstorm or other casualty or natural disaster, as determined by the building official.
e. Industrial and commercial development that is not open or accessible to the general public due to the storage or use of hazardous, radiological, or infectious materials, national security reasons, or other reasons related to the health, safety, or security of the public.

(Ord. No. 38.821, § 3, 5/19/15)

XI-10-14.04 Public Art Fund

Public Art Program In-lieu Contribution shall be placed in the Public Art Fund. The fund shall be used exclusively to (1) provide sites for works of art, (2) acquire and install works of art, (3) maintain works of art, or (4) fund other administrative costs associated with the Public Art Program. The Art Commission shall recommend utilization of monies in the Public Art Fund to the City Council.

(Ord. No. 38.821, § 3, 5/19/15)

XI-10-14.05 Compliance

Compliance with the provisions of this Section 14 shall be demonstrated by the Developer and/or Owner at the time of filing the Building Permit application as follows: (a) payment of the full amount of the Public Art Program In-Lieu Contribution, or (b) written proof to the Building Department and the Public Art Program of a contractual agreement to commission or purchase and to install the requested artwork on the development site by a date approved by City. ~~The value of the Publicly Accessible Artwork shall be independently verified by a third-party unrelated to the Developer and/or Owner and submitted to the City with the contractual agreement at the sole expense of the Developer and/or Owner.~~ The Developer and/or Owner shall provide the City with proof of installation of the requested artwork on the development site or proof of full payment of the Public Art In-Lieu Contribution before issuance of the certificate of occupancy, unless the City has approved some other method of assuring compliance with the provisions of this Section 14. In the case of installation of Public Art on the development site, the Developer and/or Owner shall maintain said artwork in proper condition on an ongoing basis.

(Ord. No. 38.821, § 3, 5/19/15)

XI-10-14.06 Violations of this Section

In addition to other fines or penalties provided by State or municipal law, the City may revoke or suspend any permit granted to any Developer and/or Owner who violates the provisions of this Section 14.

(Ord. No. 38.821, § 3, 5/19/15)

****SECTIONS PROPOSED FOR ADDITION****

1.

Sec. _____. Inclusion of art at private development site.

1. *Location.* Artwork must be located in an exterior, publicly accessible place.
2. *Process.* If the developer chooses to provide artwork at the site of the private development, the developer must comply with the following process:
    a. *Escrow and accounting of funds for artwork.* The developer must submit documentation to the city showing a deposit for public art was made with the developer's attorney or escrow agent into an escrow account not more than ninety (90) days after the issuance of the first building permit or site work permit for subdivision plats, in an amount equal to one and one-half percent (1.5%) of the total construction costs.
    b. *Art consultant.* If the developer chooses to provide artwork on site, the developer may utilize up to twelve percent (12%) of the escrowed art deposit to retain an art consultant to assist in the selection and procurement of the required work of art. The art consultant cannot have a financial or other relationship with the artist or developer, or any ownership in the artwork purchased by the developer. The artist is not entitled to the art consultant fee.
    c. *Artist selection.* Selection of the artist will be the responsibility of the developer. The selected artist must be an artist as defined in this chapter. The commission of the artist must be by written contract between the developer and artist.

3. *Application for approval of proposed art.* An application for approval of the work of art must be made to the Art Commission within ninety (90) days of the issuance of the first building permit or site work permit for subdivision plats. The application must include:
    a. Artist's qualifications, including resume and portfolio establishing the artist's credentials.
    b. Detailed description and depiction of the work of art and its location on the site.
    c. Drawings and renderings of the proposed work of art, in terms of size, scale, color, shape, and materials in sufficient detail to provide a clear understanding of the art.
    d. Appraisal of the value of the art.
    e. Documentation showing that a deposit for public art was made into an escrow account.
    f. Maintenance program required for the artwork.
    g. Proposed restrictive covenant running with the land that binds the property owner's successors and assigns to retain and maintain the artwork in compliance with this chapter, as more specifically described in section _____.
    h. Compliance with public accessibility (ADA) requirements.
4. *Board review of contribution of art.* The Art Commission shall review the proposed artwork based on the criteria established in section _____ and shall recommend to the city council whether to approve, deny, or approve with conditions the selection and location of the artwork with sensitivity to the aesthetic and cultural traditions and the history of the city and to the character of the surrounding neighborhoods.
5. *Appraisal.* The value of the Publicly Accessible Artwork shall be independently verified by a third party unrelated to the Developer and/or Owner and submitted to the City with the contractual agreement at the sole expense of the Developer and/or Owner. Such appraisal will be paid for by the developer from the escrowed art deposit.

Sec. _____. Ownership and maintenance of artwork installed on private property.

1. Artwork installed on private property pursuant to the requirements of this chapter is the property of the property owner. Title and ownership of the artwork transfers in whole or in part to any successor in interest of the property. The property owner shall be responsible for maintenance of the artwork in good condition at all times, as determined by the city. The property owner shall be responsible for ensuring that the public's view of the artwork is maintained, and that no vegetation or additional construction obstructs the public's view. Maintenance includes any associated landscaping or related improvements.
2. The owner of any property containing artwork installed in compliance with this chapter must include restrictions by recorded covenant that require retention and maintenance of the artwork in compliance with this chapter to run with the land and be binding on the owner's successors and assigns. The restrictive covenant must be recorded within ten (10) days of the issuance of the certificate of occupancy for the project. Any such restrictive covenant must be approved by the city attorney prior to recordation.

Sec. _____. Removal or replacement of artwork installed on private property.

1. Artwork installed in accordance with this chapter must remain on site in the approved location and cannot be altered, replaced, or removed except as provided in this chapter, or when deemed to be unsafe by the city building official, or require replacement due to destruction or casualty to the artwork.
2. All replacement art must equal or exceed the value of the original artwork and must not be less than the original public art assessment requirement. If the artwork is to be replaced, the Art Commission shall review the proposed artwork and shall recommend to the city council whether to approve, deny, or approve with conditions the selection of the artwork in accordance with the arts and culture implementation guidelines.

Sec. _____. Enforcement.

1. *Certificate of Occupancy.* Unless an alternative deadline is established in a development order, or a time extension is granted by the planning director, no certificate of occupancy for a project subject to the public art assessment pursuant to section _____ will be issued until the artwork is installed and/or the full art assessment has been paid to the city.
2. *Other remedies.* The provisions of this chapter may also be enforced through any remedy available to the city in law or in equity. Violations may also be enforced through the code enforcement provisions of this code; or the city may institute a civil action in a court of competent jurisdiction to seek injunctive or other relief to enforce compliance with the terms of this chapter or any rule or regulation promulgated under this chapter, to enjoin and prohibit said violation or to compel the performance of actions which will result in compliance with this chapter. These remedies are cumulative, and the use of any appropriate remedy does not constitute an election of remedies by the city. The use of one remedy does not preclude the use of any others.

Milpitas, California
PUBLIC ART PROGRAM POLICY
EFFECTIVE [ ]

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Introduction

The City of Milpitas has adopted Ordinance 271.1, adding the public art policy to the City of Milpitas Municipal Code (Title V, Chapter 20). This Policy includes the following sections: Roles & Responsibilities; Collection Management; Public Art Program Update; Use of Funds; Public Art Acquisition; and Mural Program Policy. Collectively the Policy administers the Public Art Plan and regulates Public Art pursuant to Title V, Chapter 20.

This policy establishes guidelines to ensure a consistent decision-making process related to the acceptance, placement, display, and long-term maintenance of public art funded in-full or in-part by the City, and/or public installed on City-owned property. The following elements have been considered in developing a public art policy for the City:

A. Develop a dynamic, high-quality collection of public artworks for the City and its residents
B. Involve artists of diverse backgrounds, representative of the City's diverse population
C. Provide opportunities for local artists to advance their art practice through temporary and permanent public artwork opportunities
D. Enhance economic development and encourage cultural tourism
E. Foster an understanding of public art and encourage public dialogue
F. Enhance the aesthetic appeal of Milpitas

Definitions

For these policies, the following terms, phrases, words, and their derivation shall have the meaning given herein:

Accession, when used herein, shall mean a procedure for the acceptance of artwork into the Public Art Collection.

Artist, when used herein, shall mean an individual generally recognized by critics and peers as a professional practitioner of the visual, performing, or literary arts, as judged by the quality of that professional practitioner's body of work, educational background, experience, public performances, past public commissions, sale of works, exhibition record, publications, and/or production of artwork. The members of the architectural, engineering, design or landscaping firms retained for the design and construction of a development project covered by these policies shall not be considered artists for the purposes of these policies.

Arts Commission, or ***Commission***, when used herein, shall mean the City Council-appointed Commission that advises Council on matters pertaining to the arts in Milpitas, as well as serve as the advisory body for the Public Art Program. The Arts Commission was established by Ordinance 271.1 and is pursuant to MMC V-20-410 and the Arts Commission Bylaws.

City, when used herein, shall mean the City of Milpitas, California.

Creative amenity, when used herein, shall mean non-standardized enhancements made to public places. Community art projects may be categorized as “Creative Amenities,” but not as “Artworks.” These projects are not subject to the Milpitas Public Art Policy.

Commissioned Public Art, when used herein, shall mean artwork whose existence or creation was requested and/or funded by the Milpitas Public Art Program. Such art may be permanent or temporary. Commissioned Public Art may be solicited by the City (such as through a Request for Proposals or Call for Artists) as part of a Council-approved public art program or project or planned as part of another City project (such as a development) and is paid for in whole or in part by City funds or City-obtained grant funding.

Community Art, when used herein, shall mean creative projects that are collaborative, place-based initiatives wherein community members participate in the project’s creation. These projects are not subject to the Milpitas Public Art Policy.

Deaccession, when used herein, shall mean a procedure for the withdrawal of artwork from the collection and the determination of its future disposition.

Donation or **Gift**, when used herein, shall mean a contribution, from an external source to the City with or without any restriction from the donor, of any of the following: monetary (cash) contribution; endowment; personal property; real property; financial securities; equipment; in-kind goods or services; or any other asset the City accepts and for which the donor has received no goods or services in return, other than private acknowledgement of the donation or gift, if desired by the donor, notation of the gift on a City maintained record, which shall not be publicized but which is a public record, and the placement of a small plaque on the donated item, if desired by the donor. The terms "donations" and "gift" shall be synonymous in the context of this policy.

Donor, when used herein, shall mean the person or legal entity that proposes or provides a donation to the City.

Historic or civic objects, when used herein, shall mean an object that is historically or civically significant.

Lender, when used herein, shall mean an individual, group, organization, or other legal entity that proposes or provides a loan of artwork to the City

Life Spans

- **Temporary:** less than one year and/or is meant to naturally deteriorate
- **Short term:** 1-10 years
- **Medium term** 10-25 years
- **Long term** 25+ years

Loaned Public Art, when used herein, shall mean public art that is loaned to the City by a third party for display on public property for an agreed upon life span.

Local Artist, when used herein, shall mean an Artist having primary residence with the City of Milpitas

Mural, when used herein, means a singular work of Public Art hand-painted, hand-tiled, or digitally printed (with property owner approval) on a building, structure, fence, or other object within public view. Its primary intent is to be artistic in nature, rather than purely information, creative signage and commercial signage. The work shall not contain text, graphics, or symbols which specifically advertise or promote a business, product, or service; and shall not promote a specific political party or candidate.

Public artwork or ***Public Art*** means works of art that are meant to be enduring original artworks located on, affixed or applied to City property. They shall be of the highest quality and craftsmanship.

- Public Art shall be permanently sited and an integral part of the landscaping and/or architecture of a building considering the historical, geographical and social/cultural context of the site.
- Public Art shall be constructed to a scale that is proportional to the scale of the building or property it relates to or is sited upon.
- Public artwork shall be displayed in a manner that will enhance enjoyment by the general public.

Public artwork may include

- sculpture, furnishings or fixtures, including but not limited to gates, walls, railings, streetlights or seating.
- water elements or features, environmental art consisting of landforms and artistic landscape composition, or artwork created from natural (non-man made) materials, and walkways if created by an Artist or design team that is led by an Artist.
- murals, photography and original works of graphic art, neon, glass, mosaics, or any combination of forms of media, furnishings or fixtures permanently affixed to a building or its grounds, or a combination thereof, and may include architectural features of buildings, if created by an Artist or design team that is led by an Artist.
- Functional art, such as street furniture

Public artwork does not include the following:

- reproductions by mechanical or other means of original works of art, except for limited editions, controlled by the artist, of original prints, cast sculptures, photographs or other works of art
- Art objects that are mass-produced of standard design such as playground equipment, benches or fountains;

- Decorative or functional elements or architectural details of a building designed solely by the building architect, unless such decorative and functional elements or architectural details are artist commissioned, t;
- Landscape architecture and landscape gardening that are designed by a Landscape Architect or Designer. Directional or wayfinding elements such as super graphics, signage, or color coding, except where these elements are integral parts of the original work of art or executed by artists in unique or limited editions. except where sculptural pieces are used to define gateways in Milpitas
- exhibitions and educational programs related to the work;
- and art that displays slogans, logos, mascots or commercial advertising
- Historical markers except where these are designed by an artist or affixed to and an integral part of an artwork.

The definition for Public Artwork is pursuant to MMC V-20-310.

Public Art Administrator or Administrator, when used herein, shall mean the Public Art Program administrator as determined by the City of Milpitas.

Public Art Collection or ***Collection,*** when used herein, shall mean art objects owned by the City of Milpitas, California, its agencies and authorities. Permanent Public Art must be located in a public place with public visibility, accessibility, and impact and shall have a permanence comparable to associated capital projects.

Public Art Fund, when used herein, shall mean the fund established by MMC V-20-610 and used to further the intent and purpose of public art activities in Milpitas and in the administration of the Public Art Policy. Monies in the Public Art Fund shall be used exclusively to (1) provide sites for works of art, (2) acquire and install works of art, (3) maintain works of art, or (4) fund other administrative costs associated with the Public Art Program. The Art Commission shall recommend utilization of monies in the Public Art Fund to the City Council. (Milpitas Municipal Code, Title XI, Chapter 10, Section 14)

Public Art Policy or ***Policy,*** when used herein, shall mean the policies recommended by the City Manager and approved by the City Council for the administration of the Public Art Plan.

Public Art Program, when used herein, shall mean the Public Art Program of the City of Milpitas, California. The Public Art Program intends to promote private and public programs to further the development and public awareness of, and interest in, the visual arts and fine crafts and encourage the integration of art into the architecture of municipal structures and commercial development projects in the City.

Public Art Program Master Plan or ***Plan***, when used herein, is the plan developed by The City of Milpitas with input from the public and upon the review, advice and recommendation of the Arts Commission. The Public Art Program Master Plan shall establish and guide the development and implementation of a Milpitas Public Art Policy. The Public Art Program Master Plan shall:

- Survey opportunities throughout the City for suitable sites and areas for the placement of Public Art;
- Provide advice as to the potential priority for Public Art installations;
- Advise as to potential Public Artwork aesthetic themes;
- Advise as to the appropriate cataloging and maintenance of Public Artwork.

The Arts Commission shall recommend to the City Council the adoption of program guidelines, policies and procedures to ensure consistent administration of the Public Art Program.

Public Art Selection Committee means a small group of residents, stakeholders and Public Art Commissioner chosen to review and recommend artwork for a specific project.

Public place, when used herein, shall mean any area or property (public or private) which is accessible or visible to the general public a minimum of 8 hours per business day.

Publicly-owned land, when used herein, shall mean any land open to the public and managed by the City of Milpitas, California.

Public Art Program Update, when used herein, shall mean an annual document that outlines projects that are in-progress and will be initiated in coming fiscal years.

Purchased Public Art, when used herein, shall mean artwork that existed prior to its purchase by the Milpitas Public Art Program. Purchased Public Art is either solicited by the City (such as through a Request for Proposals or Call for Artists) as part of a Council-approved public art program or project or planned as part of another City project (such as a development) and is paid for in whole or in part by City funds or City-obtained grant funding.

Relocation, when used herein, shall mean a procedure for the movement of an artwork from one location to another.

Roles and Responsibilities

The Department of Recreation and Community Services shall administer the City of Milpitas's Public Art Program, and may require partnership among several City Departments. Day-to-day responsibilities for the program will ultimately reside with the Public Art Administrator, and are outlined below in the Public Art Policy. The Public Art Administrator may be a City staff member or an outside consultant, and has an oversight role for all of the public art projects executed within the City. The Public Art Administrator will collaborate with City staff or outside contractors to execute projects

Milpitas Mayor & City Council

As the community's elected officials, the Mayor and Council members are ultimately responsible for the outcomes of the Public Art Program. In some cases, the Mayor and Council members serve as the final approving authority for artwork acquisitions, donations, and other activities of the Arts Commission.

Arts Commission

The Milpitas Arts Commission is pursuant to MMC V-20-410 and the Arts Commission Bylaws. This Commission advises on matters pertaining to the City of Milpitas's Public Art Collection, wherein the City is funding the creation or acquisition of new artwork in public places, as defined above. The Arts Commission serves as a recommending body to the City Council. General responsibilities include:

- Promote the City's public art to residents and visitors.
- Propose public art projects for the City to consider.
- Recommend sites for public art projects.
- Review and make recommendations on City-commissioned or purchased artwork, donations, or loan submissions.
- Review and make recommendations for artwork relocation or removal.
- Provide input on public art policies and procedures.
- With guidance from the Public Art Administrator, develop an annual Public Art Program Update, in consultation with the Mayor, City staff, and/or consultants that outlines what projects will be initiated in the coming fiscal year.
- Support duties and activities pertaining to the Milpitas Mural Policy
- Provide a member to serve on Public Art Selection Committees.

Public Art Administrator

The Public Art Administrator serves as a central point of contact and plays a key role in the administration of the City's Public Art Program, and will be overseen by the Recreation and Community Services Department. These duties may be assigned to a staff or consultant who will collaborate with various City departments to ensure the processes outlined in the Public Art Policy are carried out efficiently and appropriately. Their responsibilities encompass various aspects of public art processes, including planning, budget oversight, collaboration, artist selection, project management, and art acquisition, and outreach. Additional staff resources or outside consultants may be required to assist in implementing projects, particularly those of a larger scale. Responsibilities shall include, but are not limited to:

1. Work with various departments to develop potential projects for inclusion in the Public Art Program Update.
2. Coordinate with other City planning efforts.

3. Present the Public Art Program Update as part of the City's regular budget process to the City Council.
4. Coordinate and manage the Commission and its quarterly meetings
5. Coordinate with Commission to ascertain advice on any matter pertaining to public art, including:
    a. preparing and presenting the Public Art Program Update to City Council;
    b. artist selection juries and process;
    c. purchase of artworks;
    d. commission and placement of artworks; and
    e. public art programming;
6. Maintain a current written record of all works of art included in the Public Art Collection.
7. Ensure various City departments are following the City's Public Art Policy.
8. Assist with periodically surveying public art to determine if works require maintenance or other attention. Oversee trained art conservators for ongoing artwork maintenance as needed.

City Manager and City Staff

City staff members should look for opportunities to include public art in capital improvement projects (CIP) throughout the City, particularly in locations identified as priorities in this plan. Pursuant to MMC V-20-610.a.3, the City Manager shall annually notify the Arts Commission of which projects are eligible construction projects within the approved categories for the 1.5% formula application, as well as expenditures for the prior year subject to the 1.5% funding.

Collection Management

The City of Milpitas acquires artworks by purchase, commission, and donation. Processes for these acquisitions are dictated by the Acquisition and Donation sections found in this section. Artwork acquired through these processes are considered to have been accessioned into the City's Public Art Collection. They must be cared for in accordance with the policies and Procedure for Maintenance and the Collection Management policies. Artwork in the City's possession that were acquired outside of or before these policies may not be accessioned pieces of the Public Art Collection and thus may not be subject to the Collection Management policies. The Collection Management policies are intended to maintain the value of the City's Public Art Collection and guard against the arbitrary disposal of any of its pieces.

Objectives

- Maintain a collection management program that results in a high-quality, City-owned Collection;
- Eliminate artwork that is unsafe, not repairable, or no longer meets the needs of the City of Milpitas;
- Care for loaned artworks with the same standards and policies extended to the City's Public Art Collection;
- Respect the creative rights of artists; and
- Support an efficient workload for staff.

Donations

Requests to donate artwork to the City may be considered on a case-by-case basis. Pursuant to the City of Milpitas Donation Policy, the City Manager must pre-approve any publicized request(s) for donation, where the Arts Commission has established in advance, and publicized, a need, project, or location in which an art donation may be included. Requests for consideration shall be made to the Public Art Administrator and are ultimately approved by the City Council. The City has no obligation to accept a proposed Donation.

Donation Requirements

The City will consider donations on the following basis:

- The donation contributes to and enhances the City's Collection;
- The donation meets a high standard of quality and is appropriate and meaningful to the community;
- The donation follows required City procedures, including the submission of a Donation Proposal and a Maintenance Plan. Donation Proposal requirements are included in these policies. The requirements for the Maintenance Plan can be found in Procedure for Maintenance policies below;
- The donation proposal includes a plan to fund and deliver ongoing operations and maintenance – or the resolution accepting the public art must identify how maintenance will be funded; and

- The donation proposal is reviewed and endorsed by the Commission and approved by the City of Milpitas.
- The Public Art donation policy is pursuant to the City of Milpitas donation policy.

Donation Conditions

The City will not accept a donation of artwork until all funds for development, fabrication, siting, and installation have been secured. The City will consider the following types of donation proposals for artworks for City-owned property:

- An already completed artwork; or
- A commissioned artwork by a specific artist or artists to be created especially for City-owned property.

Donation Proposal Procedures and Review Process

Formal requests to donate artwork to the City of Milpitas are made to the Public Art Administrator.

1. The donor shall complete an Art Donation Agreement Application (donor form) and submit the form to the Public Art Administrator.
2. Following a positive initial review by the Public Art Administrator, the City will contact the Arts Commission, which will evaluate the donation request to determine the appropriateness of the donation as measured by approval criteria and provide a written recommendation to the City Council.
3. The City will then determine whether the donation is in the City's best interest and is consistent with the City's goals and applicable City laws, policies, Ordinances, and Resolutions.
4. The City will notify the donor in writing, identifying final conditions if approval is granted.

Criteria for Evaluation of Artwork Donation Proposals

The Arts Commission shall review Artwork Donation Proposals using the following criteria:

1. **City-owned Property** – Donated public artwork must be suitable for public display on City-owned or City-managed property;
2. **Relevance and Site Context** – Works of art must be appropriate for the proposed location and its surroundings and/or complement the architecture, topography, history, and social dynamic of the location in which it is placed;
3. **Artist and Artwork Quality** – The artist demonstrates the ability and potential to execute the proposed artwork based on previous artistic achievement and experience. Duplication of work will also be considered. The artwork must enhance the City's Collection;
4. **Physical Durability** – The artwork will be assessed for long term durability against theft, vandalism, and weather;
5. **Public Safety and Liability** – The artwork will be assessed for any public safety concerns, as well as for any potential liabilities for the City;

6. **Sustainability** – Consideration will be given to the environmental impact and sustainability of the proposed artwork, including its operations and maintenance requirements/costs; and
7. **Legal** – Proposed terms of donation, legal title, copyright authenticity, artist's right to reproduce, liability, and other issues as deemed appropriate will be considered.
8. **Originality** - Works of art should be an original design unless it is decided that the work will enhance and complement the character of the surrounding area.
9. **Compliance with Sign Code** - Proposed artwork should feature no copy, lettering, symbols, or any references directly promoting any product, business, or service unless such images are discreet and do not detract from the artwork. Sponsor and artist names may be incorporated in murals but should be discreet and not exceed 5% of the design.
10. **Supporting Costs** - The City's preference is for donors and lenders to provide financial support for public art projects. Donations and loans are an important tool for growing the public arts in Milpitas and they foster civic pride by providing people and businesses the opportunity to shape the public environment. Projects should identify funding sources. All requests for use of City funds for production, siting, installation or ongoing operations and maintenance of the work must be approved by City Council.
11. **Equal Opportunity:** Every effort shall be made to support the cultural diversity of the community and the artists in the City's Public Art Collection.
12. **Installation and Maintenance** - Any applicant for public art should present a reasonable plan to install and remove (or preserve) the work. The maintenance plan agreed upon between the artist, business owner, and/or property owner should adequately make arrangements to preserve and, if necessary, restore the quality of work during its exhibition. Elements of a thorough maintenance plan would include:
    a. Lifespan of artwork and prognosis of durability in consideration of that lifespan.
    b. Routine cleaning protocols, methods, cleaning agents, and frequency.
    c. Itemization of long-range considerations and care, highlighting maintenance and the anticipated need for periodic conservation treatment or repairs.
    d. Specifications of materials used in fabrication.
    e. Guarantee against failures of workmanship over an agreed upon period of time.
    f. Assignment of manufacturers or fabricators warranties to the owner of the artwork.

Acceptance and Accession of the Artwork

City staff should refer to City of Milpitas Donation Policy, prior to finalizing the accession process, as proposed donations may require approval by a Department Head, the City Manager, or City Council acceptance. If the proposal is accepted by the City of Milpitas, a formal agreement will be negotiated outlining the responsibilities of each party (the City, the donor(s), the artist, and outside contractors, where applicable).

The agreement will address project funding, insurance, siting, installation, operations and maintenance, project supervision, vandalism, the right of removal or transfer, public safety, and other issues as necessary.

The City of Milpitas will be the owner of the artwork and reserves the right to remove or alter the work to ensure public safety or because of any other City concerns. The City upholds copyright law and the Visual Artists Rights Act of 1990 (17 U.S.C. §§106A and 113(d)) and the California

Art Preservation Act (Cal. Civil Code §§ 987 and 989). Any changes will be made in consultation with the artist and donor(s) when possible, or notification will be provided.

The completed and installed artwork will be accessioned and added to the City's inventory list and master database with all accompanying documentation. The Acknowledgement of the Donation will be based on the appraised value of the artwork and pursuant to the City of Milpitas Donation Policy, section 4.2.

Removal, Relocation, or Deaccession of Donated Artwork

Once the City accepts a gift, the City shall be the sole owner of the donated item and will have the right, in its sole and absolute discretion, to deaccession any donated item without providing notice to or obtaining the donor's consent. In accepting a donation of artwork, the City of Milpitas will not be bound by any agreement with the donor that restricts the City's ability to act in the best interest of the City of Milpitas. Nothing in the acceptance of a donation of artwork shall prevent the City from approving subsequent removal, relocation, or deaccessioning of such donations if it serves the City's best interest to do so. The City will deaccession and dispose of works of art in its Collection in accordance with the Collection Management policies.

Art on Loan or Temporary Display on City-owned Property

Art on loan, or art on temporary display on City-owned property, must meet the Donation Requirements above, follow the Donation Proposal Procedures 1-11 above, and be reviewed through the Donation Proposal Review Process. Art on loan or art on temporary display on City-owned property must not be accessioned or added to the City's inventory list and master database. The City shall determine whether an expenditure of City funds, either a direct outlay of City funds or the use of City sources and materials, is associated with or required by acceptance of the loan prior to acceptance. The City may accept loaned public art from organizations and residents outside of the City.

All incoming loans should be documented and monitored in accordance with the same detailed procedures the government objects in Milpitas's Public Art Collection. Loans must be documented by written loan agreements between the lender and the City, which should be signed by the lender prior to delivery and/or installation of the work to the City.
Upon City approval of a loaned artwork, the lender must sign an Art Loan Agreement with the City. The agreement should include:

- Term of Loans
    - Loan agreements shall be for a minimum of six months and a maximum of two years, with a provision for up to one year extension with written approval from the lender and the City. When determining the duration of a loan and its duration for display, Lenders and the City should consider an object's material conditions, display location, and display context.

    - At the end of the term of loan, the lender will be granted up to six additional weeks for the removal of the artwork from the site on which it resides.
- Costs
    - The lender will be responsible for all costs associated with the loaned artwork, including but not limited to costs of transportation, installation, maintenance, removal, and repair (if needed).
    - The City will provide site maintenance as well as assistance with installation and removal, under the supervision of the lender or lender's representative. The City shall not be held responsible for any damage to the artwork while it is on loan.
- Installation Requirements
- Insurance
    - The City will not assume responsibility for damage or theft of artwork that is on display in accordance with this policy.
    - The lender will acknowledge that a risk of damage, loss, vandalism, or theft is inherent in a public display.
    - The lender must furnish satisfactory evidence of liability insurance by submitting a Certificate of Insurance, Additional Insured Endorsement listing the City, and Waiver of Subrogation. With approval from City Administration, the liability insurance requirement can be waived if the lender signed an Art Loan Release of Liability form.
- Maintenance Terms
    - Any requirements for routine inspections, and procedures for documenting and reporting any damage
    - The Loaned Public Art and surrounding site shall be kept in a clean and orderly condition and in accordance with Collection Management policies and the terms and conditions of the agreement, if one exists, between the lender and the City.
    - The lender or his or her designated representative will be utilized to make recommendations regarding the care and maintenance of the work of art when deemed appropriate by the City. A visual arts specialist or art conservator should be consulted if the artist or designated representative is not available to advise on the necessary care requirements.
    - The Recreation and Community Services Department shall be responsible for carrying out the lender's advice on such care requirements and for determining such requirements when the artist/donor is unavailable.
    - Prior to accepting the Loaned Public Art, the lender will provide the City with a condition inspection report to be confirmed by the City.
    - Vandalism or other damage to the Loaned Public Art shall be reported to the Milpitas Police Department and/or the Recreation and Community Services Department.
    - The lender shall pay the cost of maintaining the Loaned Public Art, unless otherwise provided in the written agreement between the lender and the City.
- Removal

- Lenders are required to remove Loaned Public Art by the agreed termination date. The City does not accept responsibility for Loaned Public Art not removed within the designated time frame. Any piece of art that is not removed by the deadline shall be treated as abandoned property
- Loaned Public Art may be removed from City property in accordance with the Deaccession section of this policy.

Collection Maintenance

The City of Milpitas will administer the maintenance of the City's Collection with advice from the Public Art Administrator and other outside partners through regular evaluation and planning for the care of the existing Collection. This section addresses:

- Accessioning and inventorying the City's Collection of public art;
- Conducting a biennial Survey and Condition Assessments of all work in the Collection;
- Preparing a biennial Public Art Maintenance Plan; and
- Overseeing routine maintenance and special conservation treatment of the City's Collection.

Every five years, the City of Milpitas will assess the condition of all public art with a qualified professional conservator and develop a prioritized list of works in need of conservation or maintenance. This list will be the basis of the Public Art Maintenance Plan. All artwork maintenance, specialized repair, routine care, and/or preventative treatments will be funded by the Public Art Fund.

Maintenance Guidelines for Acquiring New Works

Maintenance Plan
As described in the Acquisition policy, all acquired artworks must have a maintenance plan developed. The Maintenance Plan will be used to:

- Advise the Commission, appropriate City staff, and others who must review and approve design proposals or accept or decline donated artwork;
- Troubleshoot the production of construction drawings, the fabrication of the artwork, and the preparation of the site;
- Follow-up on the artist's recommendations; and
- Refer to during the post-fabrication/installation inspection to prepare a final report and a punch-list to complete the project.

The City of Milpitas, professional conservators, and artists will strive to address the recommendations in the Maintenance Plan without unduly interfering with the aesthetic intent of the proposed public art.

Post Fabrication/Installation Inspection for Commissioned Artworks.

The Post-Fabrication/Installation Inspection conducted by City staff will be based upon and follow-up on the Maintenance Plan that was developed during the design phase. It will include the following:

- Ensure that recommendations made in the Maintenance Plan and during fabrication were followed;
- Confirm that the artwork is executed as proposed and agreed upon;
- Confirm that there are no missing or incomplete elements;
- Establish that materials quality and stability are acceptable;
- Establish that fabrication quality and stability are acceptable;
- Confirm that installation is stable and secure;
- Confirm that stainless steel is fully and properly “passivated”;
- Confirm that, if required, protective coatings have been applied;
- Ensure that warranties for electronic and other media are submitted as necessary;
- Identify any remaining vulnerabilities;
- Confirm no new damage resulting from installation process;
- Ensure that the maintenance and operations plan is accurate; amend as needed; and
- Confirm that the plaque/public notice meets program policies and is properly installed.

Deaccession

Removal from Public Display

Requests to deaccession artwork to the City may be considered on a case-by-case basis. Requests for consideration shall be made through the Public Art Administrator to the Commission, based on the deaccession criteria below. The Director of the Recreation and Community Services Department shall have the discretion to determine whether a relocation of art is deemed significant or non-significant based on City policy and legal requirements and subject to the approval of the City Manager or their designee.

If the artwork is removed from public display, and the removal is not an emergency removal, then the City of Milpitas may consider the following options for deaccession:

- Relocation: If the Commission recommends that an artwork must be removed from its original site, and if its condition is such that it can be re-installed, the Commission will attempt to identify another appropriate site. If the artwork was designed for a specific site, the Commission will attempt to relocate the work to a new site consistent with the artist’s intention. If possible, the artist’s assistance will be requested to help make this determination. The City may, as necessary or appropriate, transfer City-owned public art from one public site to another, transfer public art to storage, or make a temporary loan of public art to another agency or organization.

- Store artwork until a new site has been identified or the City decides to deaccession the artwork.
- Sell or trade the artwork after deaccession.

If an artwork's Agreement specifies terms of deaccession, then the City shall dispose of the work accordingly. Once deaccessioned from the City's collection, a work may not be installed on City property.

Provision for Emergency Removal

In the event that the structural integrity or condition of an artwork is such that the artwork presents an imminent threat to public safety, the City Manager may authorize immediate removal without the artist's consent, and have the artwork placed in temporary storage. If the Artist's agreement with the City has not been waived under the Visual Artists Rights Act of 1990 (17 U.S.C. §§106A and 113(d)) and the California Art Preservation Act (Cal. Civil Code §§ 987 and 989), then the City must notify the artist of this action within 30 days. The City will then consider options for repair, reinstallation, maintenance provisions or deaccessioning. The City is not obligated to repair, reinstall, and/or replace temporary artworks (including but not limited to utility box wraps, murals, etc.) that have been removed either as a result of the Provision for Emergency Removal, or due to inadvertent damage or destruction.

In the event that the artwork cannot be removed without being altered, modified, or destroyed, and if the Artist's agreement with the City has not been waived under the Visual Artists Rights Act of 1990 (17 U.S.C §§106A and 113(d)) and the California Art Preservation Act (Cal. Civil Code §§ 987 and 989), the City must attempt to gain written permission before proceeding. In the event that this cannot be accomplished before action is required in order to protect the public health and safety, the City shall proceed according to the advice of the City Attorney.

Criteria for Deaccession

The following may be grounds for the City to deaccession public art from City-owned or controlled property, for one or more of the following reasons:

1. An artwork is not, or is only rarely, on display because of lack of a suitable site.
2. The condition or security of the artwork cannot be reasonably guaranteed.
3. The artwork has been damaged or has deteriorated and repair is impractical or unfeasible.
4. The physical structure of the artwork endangers public safety.
5. The public art was stolen from its location and cannot be retrieved.
6. In the case of site specific artwork, the artwork's integrity or relationship to the site is altered because of significant changes in the use, character, or design of the site
7. The artwork has been determined to be incompatible within the context of the collection.
8. The City of Milpitas wishes to replace the artwork with work of more significance by the same artist.
9. Maintenance costs are higher than anticipated

10. Faults of design or workmanship make repair or remedy impractical or unfeasible.
11. The City of Milpitas has approved necessary site alterations
12. Written request from the artist or donor.
13. Significant, adverse public reaction has continued unabated over an extended period of time.
14. Over time, the public has widely publicly associated the artwork with racism, sexism, homophobia, xenophobia, acts of assault or violence, or other offensive themes.
15. The City Council has determined that it is in the best interest of the City to remove the public art.

Deaccession Application Process

Preliminary Request
Permanent artworks must be in place for at least five years before deaccession or relocation requests will be considered unless matters of public safety or emergency removal provisions necessitate the removal. Deaccession or relocation requests may be submitted by the public.

Deaccession and Removal Form
Applicants will be required to submit a written request to the Public Art Administrator City staff, or the appropriate for consideration of deaccession or removal of artwork.

Deaccession Application Review Process

In consultation with the Commission, the Public Art Administrator will review requests and decide on either engaging in the process for deaccession review, or work with the City Staff and the Commission to determine appropriate relocation.

Public Meeting
The City may hold a public meeting to gather community feedback on a proposed deaccession or removal, unless the removal is an emergency. The City may also decide to hold additional public meetings or gather community input through other methods. The City may seek additional information regarding the work from the artists, galleries, curators, appraisers, or other professionals before making a recommendation.

Artist Involvement
If deaccession or removal is recommended, the artist (if available) will be contacted and invited to provide input to the City. The artist's contract and other agreements or pertinent documents will be reviewed and sent to the City Attorney's Office for final approval.

Recommendation
The Public Art Administrator will prepare a report and consult with the City Attorney, as necessary. City staff's recommendation may include dismissing the request and/or modifying, relocating, selling, donating, disposing, or storing the artwork.

The Public Art Administrator will provide all relevant correspondence including, but not limited to:

1. Artist's Name, biographical information, samples of past artwork, and resume.
2. A written description and images of the Artwork.
3. Artist's Statement about the Artwork named in Deaccession or Relocation Request (if possible)
4. A description of the selection process and all related costs that was implemented at the time the Artwork was selected.
5. A formal appraisal of the Artwork (if possible)
6. Information regarding the origin, history, and past ownership of the Artwork
7. Information about the condition of the Artwork and the estimated cost of its conservation.
8. Information and images of the Artwork's site
9. Any information gained from the public meeting held about the deaccession and removal of the work.
10. Feedback from the Recreation and Community Services Department responsible for operating and maintaining the Artwork.
11. Detailed budget for all aspects of conservation, maintenance, repair, installation, operation, insurance, storage, and City Staff support.
12. The Artist's contract with the City.

City staff can recommend one or more of the following methods for an artwork's deaccession:

1. Sale or Exchange - sale shall comply with the State of California and City of Milpitas laws and policies governing the sale of municipal property.
    a. Artist, or estate of the artist, will be given the first option to purchase or exchange the artwork(s).
    b. Sale may be through auction, gallery resale, direct bidding by individuals, or other forms of sale in compliance with the California of California and City of Milpitas law and policies governing surplus property.
    c. Exchange may be through an artist, gallery, museum or other institution for one or more artwork(s) of comparable value by the same artist.
    d. No works of art shall be traded or given to Commission members or City of Milpitas staff.
    e. Proceeds from the sale of artwork shall be placed in the Public Art Fund. Any pre-existing contractual agreements between the artist and the City regarding resale shall be honored. An exception to these provisions may be required if the artwork was originally purchased with funds that carried with them some restriction, for example, bond funds for street and sidewalk improvements, in which case the proceeds shall be placed in an account designated for art allowed under similar restriction(s).

2. Destruction of Artwork – if artwork is deteriorated or damaged beyond repair or deemed of negligible value.
3. If the City of Milpitas is unable to dispose of the artwork in the manner outlined above, the Public Art Administrator may recommend the donation of the artwork to a non-profit organization or another method.

Costs

If deaccession or relocation accommodates the applicant's interests or project, they may be required to cover the deaccession or relocation at no cost to the City.

Conflict Of Interest
No works of art shall be given or otherwise transferred publicly or privately to officers, directors, or employees or staff of the City of Milpitas or their immediate families or representatives of the City of Milpitas.

Compliance With Applicable Policies And Regulations
Deaccession and relocation of artwork will be done in a manner that complies with all other applicable City of Milpitas, State of California, and federal procedures, policies, and regulations.

Existing Public Art Pieces At Time Of Policy Adoption
Existing public art pieces on City-owned property should be evaluated using the accession criteria to ensure that it is appropriate for the City to continue owning and maintaining the artwork. If it does not meet the accession criteria, then the piece will not be accessioned into the Milpitas Public Art Collection.

Collection Management Best Practices

Integrity of Artworks
The Milpitas Public Art Program will seek to ensure the ongoing integrity of the artwork and the sites for which they were created, to the greatest extent feasible, in accordance with the artist's original intentions, and consistent with the rights afforded by the Visual Artists Rights Act of 1990 (17 U.S.C. §§106A and 113(d)) and the California Art Preservation Act (Cal. Civil Code §§ 987 and 989).

Access to Artworks
The City will seek to assure continuing public access to artworks in its Collection and/or artwork that has been funded by public funds. However, the City may limit availability due to circumstances such as funding, public safety, display space, and deaccession processes.

Life Spans
An artwork's life span is either the amount of time its materiality will allow it to be displayed (either for artwork safety or artwork integrity reasons), or the object's display period, as determined by a contract between the City and the artist, whichever is shorter. Life spans assigned to the work during the commissioning process will be considered as part of requests for deaccession or removal. For artworks that have not been assigned a life span, the Public Art Administrator may engage experts to assist in assigning the artwork a life span, based on the life expectancy of the artwork's materials and fabrication methods, and/or the programming priorities of the Commission.

- Temporary: less than one year

- Short Term: 1 -10 years
- Medium-Term 11 - 25 years
- Long-Term 26+ years

Public Art Program Update

The Public Art Program Update is a document that outlines in-process projects, and projects will be initiated in the coming fiscal year(s). The Program Update is one of the most crucial elements of the Public Art Program. It creates a roadmap and allows for the input of community members, elected officials, and others who care deeply about public art in Milpitas.

The Public Art Administrator will develop the Update in consultation with staff and the Commission and submit it as part of the annual operation and/or CIP budget for review and approval. The following steps will be taken to develop the Public Art Program Update:

1. Work with Recreation and Community Services to determine the availability of funds for the upcoming year(s).
2. Identify projects to be paid for by identified funding, including acquisition and maintenance.
3. Identify Creative Amenity or Community Art projects that coincide with City programming and events throughout the year.
4. Develop a draft Public Art Program Update that will include locations, goals, and budgets for public art projects and programs for staff review.
5. Present the Update as part of the City budget approval.
6. Integrate feedback from City Council to determine the final Program Update.
7. Report on the use of funds collected to support the Public Art Program to and increase the amount of art in the City that is available to the public.

Use of Funds

Funding for the Milpitas Public Art Program may come from:

- the Public Art Fund, pursuant to MMC V-20-610 and MMC XI-10-14.04;
- the City's Capital Improvement Budget;
- grants and/or contributions from private entities;
- other public agencies;
- philanthropic sources; or
- through other sources as deemed appropriate by the City.

Uses for Funds

Pursuant to [CODE], expenditures of the Public Art Fund shall include, but are not limited to:

- The cost of public art and its installation, which includes the hiring of artists to develop and design concepts for the selection, acquisition, purchase, commissioning, placement, installation, necessary site preparation, artist travel, exhibition and/or display of artwork;
- Waterworks, landscaping, lighting, plaques and other objects, which may be an integral part of the public artwork;

- Frames, mats, pedestals and other objects necessary for the presentation of the public artwork;
- Walls, pools, landscaping and other architectural or landscape architectural elements necessary for the proper aesthetic and structural placement of the public artwork;
- Maintenance and repair of public artwork funded through the Public Art Fund;
- Administration of the City's Public Art Program, including staff support and related expenses, transportation of Public Art, site preparation, permit or certificate fees, business and legal costs directly associated with specific Public Art projects, master planning, installation and maintenance of Public Art, curatorial services, documentation, publicity and community education. Administrative costs shall also include staff time, direct costs and administrative overhead.
- Hiring of consultants on an as needed basis to advise and assist the Arts Commission in such areas as professional appraisal of Public Artwork; packing and shipping of public artwork; conservation and maintenance; collection documentation; installation design; presentation assistance; contract negotiation; artist selection; program monitoring; on-site monitoring of public artwork installation.
- Reproductions of original works of art.

The public art funds may not be spent for:

- Art objects, which are mass-produced of standard design such as playground equipment or fountains, with the exception of limited editions controlled by the artist.
- Decorative, ornamental, or functional elements which are designed by a project's architect or other designer as opposed to a commissioned artist
- Routine maintenance, conservation, repair, or restoration, exceeding more than 10% of the annual budget.
- Purchase of existing works of art outside of the selection process.
- Landscape architecture and landscape gardening that are designed by a landscape architect or a landscape designer
- Creative Amenities or Community Art projects.
- Professional graphics, unless designed or executed by an artist or used in the development of collateral material.

Uses for Funds in Mural Projects

The installation of a mural may necessitate additional expenses beyond the artist fee and materials. Additional fundable expenses include but are not limited to:

- Artist(s) fees for design and execution of murals.
- Rental or purchase of painting equipment or the purchase of painting supplies.
- Preparation of the mural surface including repairs and priming.
- Rental of barricades and other equipment required of street or alley closures.
- Lighting and electrical equipment.
- Other expenses that are pre-approved by the City Manager or their designee, and the City of Milpitas during the annual budget process.

Public Art Acquisition

These policies establish the practices for acquiring artworks. The procedure creates a thorough and transparent process for acquiring artwork and favors open-ended selection processes to ensure artistic excellence in the City's Collection.

Selecting the artist is one of the most critical steps in commissioning public art. An open, equitable, competitive process that inspires the artist and engages the community can be an enriching experience and lead to more creative and exciting public art. The Public Art Administrator will work with the Commission to determine the appropriate method for commissioning new artwork for each Public Art Program project.

Goals of the Selection Process

- To satisfy the goals of the project site through an appropriate artist selection.
- To further the mission and goals of the Public Art Program.
- To select an artist or artists whose existing public artworks or past collaborative design efforts have demonstrated a level of quality and integrity.
- To identify an approach to public art suitable to the goals and demands of the particular project.
- To select an artist or artists who will best respond to the distinctive characteristics of the site and the community it serves.
- To select an artist or artists who can work successfully as members of an overall project design team.
- To ensure that the selection process represents and considers the interests of all parties concerned, including the public.
- To ensure, on average, the demographics of the artists and selection committees are reflective of Milpitas's population, on average.

Purchasing Procedures

City staff should refer to the City of Milpitas Purchasing Policy, prior to confirming an acquisition method and finalizing the acquisition process.

Artist Selection Methods for Acquiring Existing Artwork

Competitions
In competitions, the City may put out an open call to artists for a possible inclusion in an exhibition at a predetermined site. The competition, which may or may not take the form of a temporary exhibit may feature existing artworks. Each selected artist may receive a stipend and the City may purchase one or more pieces of artwork at the conclusion of the exhibit to be placed in public locations around Milpitas. All calls for artists will be advertised on the City of Milpitas's website, appropriate procurement site.

Direct Selection
On occasion, artists may be recommended directly by the Artist Selection Committee. Direct selection may be useful on projects where an urgent timeline, low budget, or where precise project requirements exist.This list of artists could come from a pre-qualified list. Approval for this method should be in accordance with the City of Milpitas's purchasing procedures. City staff should refer to the City of Milpitas Purchasing Policy, prior to finalizing the acquisition process.

Direct Purchase
Some projects require the purchase of a specific artwork due to the exacting nature of the project or a minimal project timeline. In this case, the work must be "one-of-a-kind" and not mass-produced or off the shelf. This list of artists could come from a pre-qualified list. Approval for this method should be in accordance with the City of Milpitas's purchasing procedures. City staff should refer to the City of Milpitas Purchasing Policy, prior to finalizing the acquisition process.

Artist Selection Methods for Commissioning New Artwork

Open Competition
In an Open Competition, any artist may submit their qualifications or proposal, subject to any requirements established by the Artist Selection Committee. The Requests for Qualifications (RFQs) or Requests for Proposals (RFPs) should be sufficiently detailed to permit artists to determine whether their art is appropriate for consideration. Open Competition allows for the broadest range of possibilities for a site and brings in new, otherwise unknown, and emerging artists.

Limited or Invitational Competition
In a Limited Competition or Invitational, several pre-selected artists are invited by the Artist Selection Committee to submit their qualifications and/or proposals. This method may be appropriate when the City is looking for a small group of experienced artists, a limited time frame, or if the project requirements are so specialized that only a limited number of already identified artists would be eligible.This list of artists could come from a pre-qualified list.

Direct Selection
On occasion, artists may be recommended by the Artist Selection Committee. Direct selection may be useful on projects where an urgent timeline, low budget, or where precise project requirements exist.This list of artists could come from a pre-qualified list.

Direct Purchase
Some projects require the purchase of a specific artwork due to the exacting nature of the project or a minimal project timeline. In this case, the work must be "one-of-a-kind" and not mass-produced or off the shelf. This list of artists could come from a pre-qualified list.

Artist Services Procurement

Design Team Member
In some instances, the City may use a targeted process to select an artist as part of a larger project design team. Language would be added to the project Request for

Qualifications/Request for Proposals specifying that all teams responding to the RFQ/RFP must include a professional artist from a pre-qualified list as described in the section below. Given the nature of the project, a design team responding to an RFQ/RFP may be asked to identify an artist as part of the team based upon criteria established by the City in the RFQ/RFP. In this case, the Public Art Administrator will represent the Program as part of the selection committee for the design team.

Pre-Qualified Artist Lists
The City may decide to develop a pre-qualified pool of artists from which it can choose artists for Limited Competition, Direct Selection, and Direct Purchase. This pool would be developed based on a comprehensive review of artist qualifications. This list could be updated annually or bi-annually, depending on the frequency of new projects. Inclusion on this list does not guarantee that artists will be selected for a commissioned project.

Artist Selection Process for Artwork Acquisition.

Once an Artist Selection method is determined, a selection process will be established. A jury of recognized experts and community members will make recommendations for selected artists to create site-specific artwork or will make recommendations for artwork chosen to be exhibited.

If the budget for a single piece of artwork is $50,000.01 or more, a selection panel must be formed. If the budget for a single piece of artwork is $50,000.00 or less, then the Commission may act as the selection committee.

Artist Selection Process and Responsibilities

The artist selection process will interpret and review the artist's proposals based on the selection criteria. The goals of the selection process are as follows:

- To satisfy the goals of a specific project or site through an appropriate artist selection.
- To further the mission and goals of the Public Art Program.
- To select an artist or artists whose existing public artworks or past collaborative design efforts have demonstrated a level of quality and integrity.
- To identify an approach to public art suitable to the goals and demands of the particular project.
- To select an artist or artists who will best respond to the distinctive characteristics of the site and the community it serves.
- To select an artist or artists who can work successfully as members of an overall project design team.
- To ensure that the selection process represents and considers the interests of all parties concerned, including the public, the arts community, and the City department(s) involved

Artist Selection Committee

Membership of Selection Committees

Membership will be recommended by the Public Art Administrator. The members of the selection panel (panelists) will be representative of the community demographic and will consist of at least five (5) but no more than nine (9) members from the list below:

- Members of the Arts Commission (3 or less to avoid quorum)
- Artist or arts administrator;
- Design professionals
- City of Milpitas project manager who may appoint the project architect or project landscape architect in their stead; and
- A member of the project steering committee if one has been appointed
- Community or neighborhood representative

Artist Selection Committee Conflict of Interest

Artist Selection Committee members will declare any conflicts of interest for all projects and artwork under consideration at the beginning of their meetings. A conflict of interest exists if a committee member, an organization the committee member is associated with as a staff or board member, or a committee member's family member can gain financially from the project under consideration by the Artist Selection Committee. In order to promote public confidence in this process, a committee member may also declare a conflict if they think there may be a perception that they have a conflict. If a committee member has a conflict, he/she must not participate in the Artist Selection Committee's discussion or decision regarding the project. They must also refrain from discussion about the project and from influencing fellow committee members.

Artist Election Committee Procedures

During an artist selection process, Artist Selection Committee members will not submit applications for the placement of their own artwork and/or projects. City Staff and Commission members can invite artists to participate but must refrain from giving advice to applicants or answering their questions and direct such questions to the Public Art Administrator during the selection process. The Commission shall seek public comment for all pieces of public art commissioned or purchased for over $50,000.01. An opportunity for public comment must be given before a formal vote. A formal vote recommending the selection to the City of Milpitas City Council must be recorded in keeping with the City of Milpitas public record requirements.

Project Implementation Process for Site-Specific Artwork.

Upon the decision of the Artist Selection Committee, and with the assistance of the City Attorney's Office, the Public Art Administrator will prepare a contract that includes the scope of work, fee, schedule, and relevant terms and conditions to be approved by the City and artist.

The City will follow the process for contracting required by law. For some projects, the contract with the artist may be phased to include two scopes of work with separate pay schedules and deliverables. The first phase would include all design documentation, including final design, stamped engineering drawings, installation details, and a revised fabrication budget and timeline. The second phase would include all costs related to fabrication and installation.

The Public Art Administrator will ensure all documents are signed and insurance coverage secured before issuing a notice to proceed and will be responsible for coordinating the artist's work to ensure the successful integration of the artwork into the project. The Public Art Administrator will organize a meeting with all integral staff to review roles, responsibilities, and schedules.

If specified in the contract, the artist will develop design development drawings for review and approval from the City before fabrication. The Public Art Administrator will schedule meetings with the appropriate offices to review and approve the plans.

If the artist proposes any significant design changes, the Public Art Administrator will secure the recommendation for approval from the Commission and the appropriate departments of the City before approving said changes in writing, per the terms and conditions of the contract.

If the parties are unable to reach mutually beneficial contract terms, then the contract process will be terminated.

The Public Art Administrator will be responsible for overseeing the installation of the artwork. The Public Art Administrator will ensure that all the necessary requirements have been completed before interim and final invoice payments to the artist.

Maintenance Plan
Understanding maintenance and care of public art begins before an artwork is created. During the design phase or when a donation is initiated, the City, artist, or donor will review and analyze their design proposal and advise on maintenance and operations of the artwork. It is best practice and highly recommended that an art conservator is contracted to give a report on the proposed artwork.

On behalf of the City, the artist, donor, or the appropriate party will submit a Maintenance Plan to the City of Milpitas, who will review and then catalog any tasks associated with maintenance of the artwork.

The Maintenance Plan will enable the City to:

- Evaluate the quality and sustainability of the proposed or existing public artwork;
- Establish maintenance requirements, assign schedules, and identify potential costs; and
- Determine if the City of Milpitas should accept or decline the design proposal and/or public artwork.

To produce the Maintenance Plan, the artist should examine and render an opinion on the following:

- Durability;
- Type and integrity of materials;
- Construction/fabrication technique;
- Internal supports, anchoring and joining, and footings;

- Landscaping;
- Vulnerable and delicate elements;
- Drainage of artwork;
- Potentially dangerous elements;
- Security;
- Location;
- Environment;
- Whether the design encourages/discourages interaction; and
- Effects of skateboarding, graffiti, and any other potentially damaging activities.

The Maintenance Plan will include:

- A record of the artist's intentions for the artwork;
- Recommendations to mitigate potential problems discovered during the examination;
- Notes about how the artist would like the artwork to age;
- An itemization of long-range considerations and care, highlighting maintenance and the anticipated needs for periodic conservation treatment or repairs; and
- Identification of the lifespan of the artwork and a prognosis of its durability in consideration of that lifespan.

The artwork may also be identified as site-integrated, or part of the site and/or the architecture, as appropriate and will fall into the long-term lifespan category above.

Mural Program Policy

The City of Milpitas Mural Program seeks to promote mural activity reflective of the heritage, diversity, and aspirations of our community through engagement with muralists, property owners, community stakeholders and residents. Publicly-owned murals may occur on publicly-owned buildings or on privately-owned buildings where the property owner agrees to a mural easement allowing for the creation and maintenance of a publicly-owned mural on private property for a specific period of time. The Mural Program Policy is pursuant to [link policy?].

—--- End of policies —--

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADOPTING THE MILPITAS PUBLIC ART MASTER PLAN

WHEREAS, on March 23, 2022, the Milpitas City Council approved funding for the development of a Public Art Master Plan as part of the 2022-23 Public Art Capital Improvement Plan (CIP); and

WHEREAS, in April 2024, the City of Milpitas engaged the consultant Designing Local to develop a Public Art Master Plan for Milpitas tailored to the community's vision and incorporating best practices in the field; and

WHEREAS, between June 2024 and March 2025, Designing Local conducted significant public outreach in the form of a community survey, stake holder interviews, public meetings and artists engagement events; commissioned an assessment of the City's existing collection's health and value; and compiled information on regional trends and best practices nationwide to develop specific recommendations for Milpitas; and

WHEREAS, a presentation of proposed Milpitas Public Art Master Plan recommendations was made to the Milpitas Arts Commission on March 24, 2025, and to the Milpitas City Council on April 1, 2025, and was favorably received by both; and

WHEREAS, the Milpitas Public Art Master Plan recommends a vision for public art, strategies to achieve the vision, potential project locations and themes, and policy changes that could make the program operate more efficiently; and

WHEREAS, the City of Milpitas desires use the Public Art Master Plan as a guiding document for City staff, the Arts Commission and City Council, and implement recommendations from the document as resources allow.

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 adopts the Public Art Master Plan.

PASSED AND ADOPTED this _____ day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Christopher Creech, Acting City Attorney

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution Approving the FY 2025-26 Development and Storm Impact Fee Schedule for the Transit Area Specific Plan (TASP) Impact Fee, the Calaveras Boulevard Widening Traffic Impact Fee, and the Storm Drain Fee (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**
Category:	Leadership and Support Services
Meeting Date:	5/6/2025
Recommendation:	Adopt a resolution approving the FY 2025-26 Development and Storm Impact Fee Schedule for the Transit Area Specific Plan (TASP) Impact Fee, the Calaveras Boulevard Widening Traffic Impact Fee, and the Storm Drain Fee.

BACKGROUND:
Consistent with the State of California Mitigation Fee Act (Government Code §§66000 et seq.), and the Milpitas Municipal Code, the City of Milpitas (City) is authorized to impose, collect, and expend mitigation fees to offset the impacts of development within the City. Pursuant to these granted authorities, the City Council established, adopted, and imposed a Transit Area Specific Plan (TASP) Impact Fee, a Calaveras Boulevard Traffic Impact Fee, and a Storm Drain Fee (collectively, the "Fees").

ANALYSIS:
Per City of Milpitas Municipal Code Chapter 4 – *Fees for New Development,* Section VIII-4-2.02 - *Fee Adjustment by the City*, the City reserves the right to update and adjust each development impact fee from time to time in accordance with the Mitigation Fee Act, with those adjustments in the amount of the estimated construction costs of providing the specified public facilities based upon adjustments in accordance with the inflation index. As such, staff recommends the Fees be increased by the most recent annual change available at the time of review for the *Engineering News Record* Construction Cost Index (CCI) for San Francisco. That respective CCI change is (0.66%)%, as demonstrated below.

Escalation Factor	Year to Year	Construction Cost Index	Variance #	Variance %
Engineering News Record	December 2023	15,515.00		
City Cost Index – San Francisco	December 2024	15,413.04	(101.96)	(0.66%)

The discrete adjustments for each of the Fees are exhibited in Attachment A - FY 2025-26 Development Impact Fee Schedule.

POLICY ALTERNATIVE(S):
As the Fees adjustments proposed are consistent with the State of California Mitigation Fee Act (Government Code §§66000 et seq.) and City of Milpitas Municipal Code regarding development impact fees and the manner of adjusting those fees, no policy alternatives are recommended.

FISCAL IMPACT:
As collection of these Fees relies entirely on development activity, which varies and is outside of City control, staff cannot accurately predict any additional revenues or related expenditures resulting from the proposed Fees increase. Consequently, no fiscal impact has been anticipated.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The action involves the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges in the City for the purpose of (1) Meeting operating expenses, including employee wage rates and fringe benefits, (2) Purchasing or leasing supplies, equipment, or materials, (3) Meeting financial reserve needs and requirements, or (4) Obtaining funds for capital projects, necessary to maintain service within existing service areas. The action is consequently exempt pursuant to Cal. Code Regs., tit. 14, § 15273. The action is also 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. The action also has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, particularly as it does not modify physical design, development, or construction of residential, commercial, or industrial development or the construction of any development or other project, and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378.

RECOMMENDATION:
Adopt a resolution approving the FY 2025-26 Development and Storm Impact Fee Schedule for the Transit Area Specific Plan (TASP) Impact Fee, the Calaveras Boulevard Widening Traffic Impact Fee, and the Storm Drain Fee.

ATTACHMENT(S):
(a) FY 2025-26 Development and Storm Impact Fee Schedule
(b) Resolution

Attachment A
FY 2025-26 Development Impact Fee Schedule

TRANSIT AREA SPECIFIC PLAN (TASP) DEVELOPMENT IMPACT FEE

	Activity Description	FY 2024-25 Fee	FY 2025-26 Fee	Unit	Annual Inflation
1	Residential	$ 51,850.84	$ 51,508.00	per unit	Y
2	Commercial	$ 33.92	$ 33.70	per square foot	Y
3	Office	$ 58.30	$ 57.91	per square foot	Y
4	Hotel	$ -	$ -	per room	Y
5	Other Uses	To Be Determined	To Be Determined		

CALAVERAS BOULEVARD WIDENING TRAFFIC IMPACT FEE

	Activity Description	FY 2024-25 Fee	FY 2025-26 Fee	Unit	Annual Inflation
1	Residential 5 or More Units	$ 287.97	$ 286.00	per unit	Y
2	Retail Development of 1,000 or more Square Feet	$ 1,226.45	$ 1,218.00	per square foot	Y
3	Office Development of 1,000 or more Square Feet	$ 609.08	$ 605.00	per square foot	Y
4	Other Uses	To Be Determined	To Be Determined		

STORM DRAIN IMPACT FEE

	Activity Description	FY 2024-25 Fee	FY 2025-26 Fee	Unit	Annual Inflation
1	Milpitas Metro Specific Plan Area	$ -	$ -	per runoff acre	Y
		$ -	$ -	per 100 square feet of runoff surface	Y
2	Gateway-Main Street Specific Plan Area	$ 48,768.00	$ 48,445.00	per runoff acre	Y
		$ 112.00	$ 111.00	per 100 square feet of runoff surface	Y
3	Remaining Urban Service Area	$ 240,000.00	$ 238,412.00	per runoff acre	Y
		$ 551.00	$ 547.00	per 100 square feet of runoff surface	Y

Escalation Factor	Year to Year	Construction Cost Index	Variance #	Variance %
Engineering News Record	Dec-23	15,515.00	(101.96)	(0.66)%
City Construction Cost Index	Dec-24	15,413.04		
San Francisco				
December to December				

PUB20250506

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE DEVELOPMENT AND STORM IMPACT FEE SCHEDULE FOR THE TRANSIT AREA SPECIFIC PLAN (TASP) IMPACT FEE, THE CALAVERAS BOULEVARD WIDENING TRAFFIC IMPACT FEE, AND THE STORM DRAIN FEE FOR FISCAL YEAR 2025-26

WHEREAS, the Mitigation Fee Act, Government Code Section 66000 et seq., authorizes the City of Milpitas ("City") to impose, collect, and expend mitigation fees to offset the impacts of development within the City; and

WHEREAS, pursuant to its authority under the Mitigation Fee Act (Government Code §§ 66000 et seq.) the City Council established, adopted, and imposed a Calaveras Boulevard Traffic Impact Fee, a Transit Area Specific Plan ("TASP") Impact Fee and a Storm Drain Fee (collectively, the "Fees"); and

WHEREAS, per City of Milpitas Municipal Code Chapter 4 – *Fees for New Development*, Section VIII-4-2.02 – *Fee Adjustment by the City*, the City reserves the right to update and adjust each development impact fee from time to time in accordance with the Mitigation Fee Act; and

WHEREAS, per City of Milpitas Municipal Code Chapter 4 – *Fees for New Development*, Section VIII-4-2.02 – *Fee Adjustment by the City*, those adjustments are calculated in the amount of the estimated construction costs of providing the specified public facilities based upon adjustments in accordance with an inflation index; and

WHEREAS, inflationary adjustments will be based the most recent annual change available at the time of review for the *Engineering News Record* Construction Cost Index for San Francisco; and

WHEREAS, the Fees as amended are supported by a previously adopted Nexus Studies and Capital Improvement Plans, which are incorporated by this reference and which the City Council finds and determines remain sufficient and justified with the currently contemplated amendment to these Fees; and

WHEREAS, the Nexus Studies continue to substantiate a methodology that will charge each new development project only for the costs necessary to mitigate the impacts expected to be caused by that development project; and

WHEREAS, the Fees will not be levied, collected or imposed for general revenue purposes, but are levied specifically to fund facilities of the types set forth in the Nexus Studies; and

WHEREAS, the Nexus Studies establish proposed amounts and provide an evaluation of the need for Fees and establishes the nexus between the imposition of the Fees, as amended, and the estimated reasonable costs of providing the services for which the Fees are charged; and

WHEREAS, the Nexus Studies includes information that supports the City's actions, as required by subdivision (a) of Section 66001 of the Government Code; and

WHEREAS, there is a reasonable relationship between the Fees as amended and the development projects on which the Fees will be imposed because the Fees will only fund costs necessitated by each new development; and

WHEREAS, the Fees as amended will not exceed the estimated reasonable cost of providing the land and facilities for which the Fees are imposed; and

WHEREAS, the City desires to update the Fees to ensure that new development contributes its fair share to public facilities in the City consistent with the City's standards, including by continuing to ensure those Fees continue to track the increasing costs for the construction of public facilities; and

WHEREAS, the City Council now wishes to approve the FY 2025-26 Development and Storm Impact Fee Schedule set forth in Exhibit 1 hereto; and

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The Recitals set forth above are found to be true and correct and are incorporated herein by reference.

2. The Fees authorized by this Resolution are not a project under California Environmental Quality Act (CEQA) and are therefore statutorily exempt from environmental review pursuant to CEQA Guidelines Section 15378 (b)(4).

3. The City Council finds that all prerequisites for the adoption of the Fees as amended have been met, including publication and notice of all information required by the Mitigation Fee Act, state, and local law.

4. 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. Based upon such consideration, the City Council finds and determines that:

   (a) The Fees established by this Resolution:

      (1) are imposed for a specific government service provided directly to the payor, or for reasonable regulatory costs of the City for issuing licenses and permits, performing investigations, inspections, and administrative enforcements of the City's Municipal Code or other rules or ordinances;

      (2) are no more than necessary to cover the reasonable costs of the governmental activity for which the Fees are imposed; and

      (3) the manner in which those Fees are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity for which the Fees are imposed.

   (b) The Fees are not "special" taxes within the meaning of California Constitution Article XIII C, Section 1(e).

5. The City Council hereby approves the FY 2025-26 Development and Storm Impact Fee Schedule included herewith as **Exhibit 1**. The fees adopted pursuant to this Resolution shall supersede any prior fees, charges or other exactions imposed by resolution or otherwise by the City Council, to the extent such prior fees, charges, or other exactions conflict with the Fees set forth in Exhibit 1 hereto.

6. The FY 2025-26 Development and Storm Impact Fee Schedule will become effective sixty (60) days after adoption.

PASSED AND ADOPTED this __ day of ____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Carmen Montano, Mayor

APPROVED AS TO FORM:

_____
Christopher Creech, Acting City Attorney

Exhibit 1

Notice of Public Hearing for the
Proposed 2025-26 Development Impact Fee Schedule

NOTICE IS HEREBY GIVEN that the Milpitas City Council will hold a public hearing at its regular City Council meeting in person at Milpitas City Hall, 455 E. Calaveras Blvd. and via Zoom webinar scheduled on **May 6, 2025**, starting at **7:00 p.m.** to review, revise and/or adopt the proposed Fiscal Year (FY) 2025-26 Development Impact Fee Schedule for the City of Milpitas. The proposed FY 2025-26 Development Impact Fee Schedule will be available at least ten (10) days prior to the required public hearing, as provided for in City of Milpitas Municipal Code IV3-6.00, no later than April 26, 2025 for public inspection on the City website www.milpitas.gov.

INTERESTED PERSONS MAY provide public comments during the public hearing in-person by following the instructions listed on the City Council meeting agenda or submit written comments prior to the hearing by emailing the City Clerk at CityClerk@milpitas.gov. Please be advised that written comments will not be read during the meeting. Written comments will be digitally distributed to the City Council if received on the public hearing date by 5:00 p.m. and will be part of this meeting's public record.

Suzanne Guzzetta
City Clerk
Publication Date: April 26, 2025

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Introduce an Ordinance to Adopt by Reference the Mapping of Fire Hazard Severity Zones as Issued by the California Department of Forestry and Fire Protection (Staff Contact: Jason Schoonover, Fire Chief, 408-586-2811; Arthur Belton, Deputy Fire Chief/Fire Marshal, 408-586-3384)**
Category:	Public Hearings-Public Safety
Meeting Date:	5/6/2025
Recommendation:	(1) Conduct a public hearing and waive the reading beyond the title; and (2) Introduce Ordinance No. 317 to adopt by reference the mapping of fire hazard severity zones, as issued by the California Department of Forestry and Fire Protection.

BACKGROUND:

In response to the devastating wildland-urban fire in Oakland in 1991, California adopted the Bates Bill (Government Code sections 51175 et seq.), which together with Public Resources Code section 4202 mandates the California Board of Forestry and Fire Protection (CAL FIRE) map all very high fire danger areas within both State Responsibility Areas (SRA) and Local Responsibility Areas (LRA) throughout the state. LRAs are those areas of the state where a local government agency has primary responsibility for fire protection. The City of Milpitas is categorized as an LRA.

In 2021, the legislation was modified to require the California State Fire Marshal also identify moderate and high fire severity zones throughout the state. The law requires local agencies to designate, by ordinance, moderate, high and very high fire hazard severity zones (FHSZ) within their jurisdictions based on recommendations of the State Fire Marshal. Pursuant to Government Code section 51179, a local agency is prohibited from decreasing the level of fire hazard severity zone identified by the State Fire Marshal. A local agency may in its discretion increase the severity level of areas within its jurisdiction.

As explained by the State Fire Marshal, fire hazard severity zone maps evaluate fire “hazard,” not fire “risk.” They are like flood zone maps, where lands are described in terms of the probability level of a particular area being inundated by floodwaters, and not specifically prescriptive of impacts. “Hazard” is based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts. “Risk” is the potential damage a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction.

In addition to fire protection measures required under the California Building Code and Government Code, fire hazard severity zone maps dictate various levels of required actions under other laws, such as home disclosure requirements under Section 1102.6f and 1102.19 of the Civil Code, insurance requirements under Section 10094.2 of the Insurance Code, and school safety plans under Section 32282 of the Education Code.

ANALYSIS:

According to Government Code Sections 51177 to 51179, the California State Fire Marshal must prepare and release recommended maps delineating fire hazard severity zones. Upon receiving the recommendations from the State Fire Marshal, local agencies are required to make the information public within 30 days. The local agency must then either adopt the proposed fire hazard severity map or exercise its discretion to increase proposed fire hazard severity zones within 120 days after receiving these recommendations.

The Milpitas Fire Department received the most recent mapping from the State Fire Marshal on February 24, 2025. The map along with educational information were published and made available for public comment on the Fire Department website on March 10, 2025. An email link to the Milpitas Fire Marshal office was included to solicit questions and comments.

The map (Attachment A) indicates that there are no very high or high FHSZs within the City of Milpitas. However, the western edge of the City into the hills is shown as a “moderate” zone. Attachment B provides further information on the differences between moderate, high and very high FHSZs.

This ordinance is the final requirement established under existing state law regarding the designation of fire hazard severity zones in LRA as mandated by the California State Fire Marshal.

POLICY ALTERNATIVE(S):

Alternative 1: Designate more extensive or increased fire severity zones

Pros: This would allow the City of Milpitas to engage more stringent regulations regarding fire protection applicable to homes and structures in areas so designated.

Cons: Residents and property owners may be required to make significant adjustments to current properties and structures.

Reason for Not Recommending: Staff can find no rationale or justification to extend or increase the mapping designation from the State. Historically, Milpitas has significantly mitigated fire risk through the limitation of hillside development, annual reduction of fuel loading through the weed abatement program, and engagement of public education

Alternative 2: Not Adopt the ordinance
Pros: None

Cons: City of Milpitas would be out of compliance with California State Government Code.

Reason for Not Recommending: Being out of compliance with the State of California could create significant legal challenges.

FISCAL IMPACT:
There is no fiscal impact with the engagement of this ordinance.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378. The action is also a continuing administrative or general policy making activity and is not a project pursuant to Cal. Code Regs., tit. 14, § 15378.

RECOMMENDATION:
(1) Conduct a public hearing and waive the reading beyond the title; and
(2) Introduce Ordinance No. 317 to adopt by reference the mapping of fire hazard severity zones, as issued by the California Department of Forestry and Fire Protection.

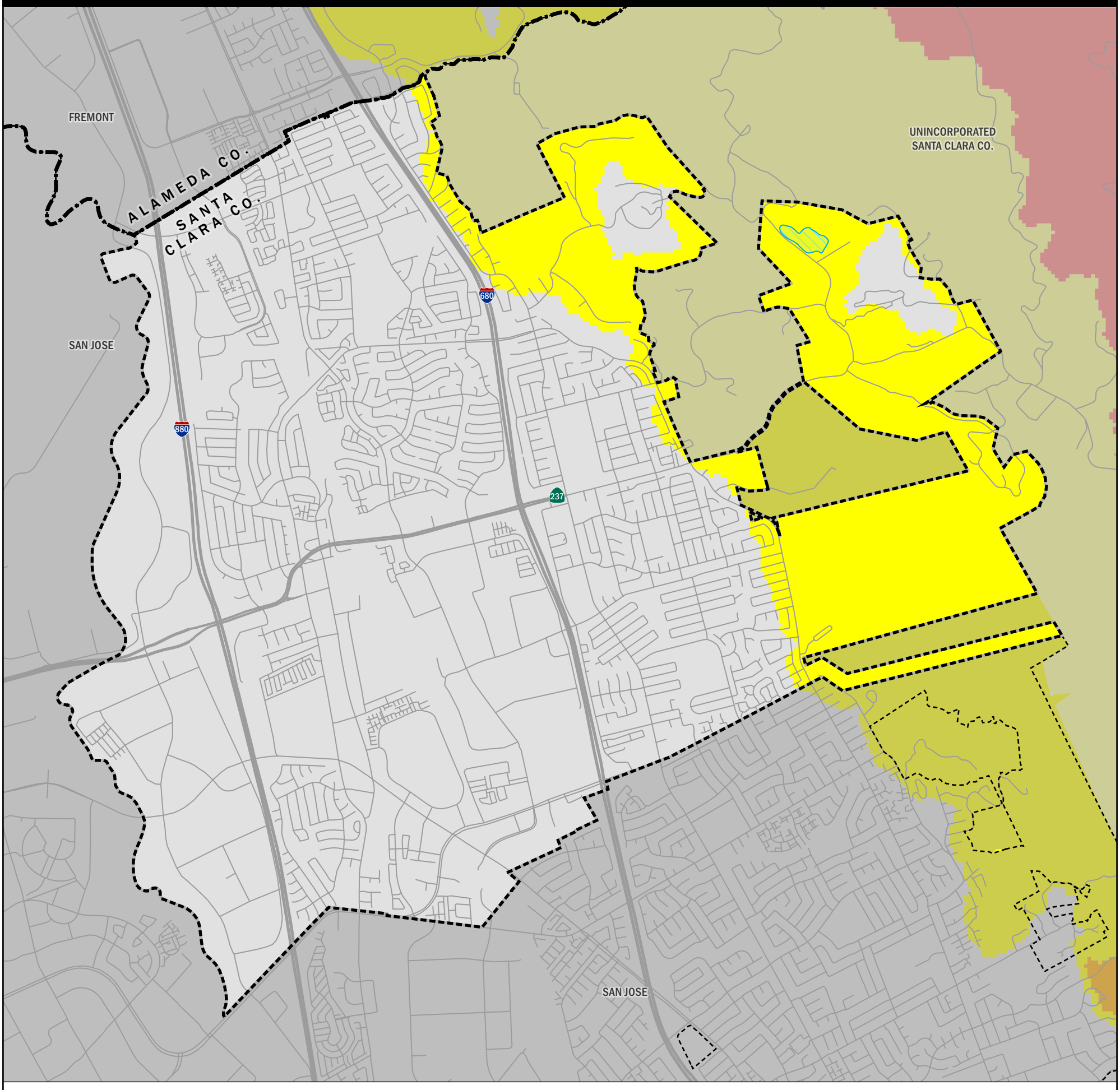
ATTACHMENT(S):
(a) 2025 Local Responsibility Area Fire Hazard Severity Zones Map
(b) 2024 Fire Hazard Severity Zones FAQs
(c) Insurance Commissioner Q&A
(d) 2025 Fire Hazard Severity Zone Ordinance

CITY OF MILPITAS – SANTA CLARA COUNTY

Local Responsibility Area Fire Hazard Severity Zones

As Identified by the State Fire Marshal

February 24, 2025



Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

High

Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

Very High

Moderate

Mi 0 1

Km 0 1 2

Projection: NAD 83 California Teale Albers
Scale: 1:35,000 at 11" x 17"

Incorporated City

Waterbody

Unzoned LRA

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California

Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency

Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection

Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:

CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)

CAL FIRE State Responsibility Areas (SRA25_1)

City and County boundaries as of 10/22/24 (CA Board of Equalization)

FREQUENTLY ASKED QUESTIONS ABOUT:
2024 Fire Hazard Severity Zones

Fire Hazard Severity Zones Explained

- **What is a "Fire Hazard Severity Zone," or FHSZ?**
  - **Answer:** Public Resource Code 4202; The State Fire Marshal shall classify lands within state responsibility areas into fire hazard severity zones. Each zone shall embrace relatively homogeneous lands and shall be based on fuel loading, slope, fire weather, and other relevant factors present, including areas where winds have been identified by the department as a major cause of wildfire spread. Government Code 51178; The State Fire Marshal shall identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

- **Why are fire hazard severity maps being updated?**
  - **Answer:** The hazard maps are being updated to more accurately reflect the zones in California that are susceptible to wildfire. The hazard mapping process will incorporate new science in local climate data and improved fire assessment modeling in determining hazard ratings.

- **What do Fire Hazard Severity Zones measure?**
  - **Answer: The** Fire Hazard Severity Zone map evaluates "**hazard," not "risk**". The map is like flood zone maps, where lands are described in terms of the probability level of a particular area being inundated by floodwaters, and not specifically prescriptive of impacts. "**Hazard**" is based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts. "**Risk**" is the potential damage a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction.

- **Where do Fire Hazard Severity Zones apply?**
  - **Answer:** Fire Hazard Severity Zones are found in areas where the state has financial responsibility for wildfire protection and prevention, called the State Responsibility Area. More than 31 million acres are in this area. Under Senate Bill 63 (Stern, 2021) Government Code 51178 was amended to add the Moderate and High Fire Hazard Severity Zones with the Very High in local jurisdictions.

- **What are the uses of Fire Hazard Severity Zones?**
  - **Answer:** The zones are used for several purposes including to designate areas where California's defensible space standards and wildland urban interface building codes are

required. They can be a factor in real estate disclosure, and local governments may consider them in their general plan.

- **Is there an easy way to determine the Fire Hazard Severity Zone of my property?**
    - **Answer:** You can search by address to find your current designation on the web at: osfm.fire.ca.gov/FHSZ

- **What are the key elements of the Fire Hazard Severity Zone model?**
    - **Answer:** The fire hazard severity model for wildland fire has two key elements: probability of an area burning and expected fire behavior under extreme fuel and weather conditions. The zones reflect areas that have similar burn probabilities and fire behavior characteristics. The factors considered in determining fire hazard within wildland areas are fire history, flame length, terrain, local weather, and potential fuel over a 50-year period. Outside of wildlands, the model considers factors that might lead to buildings being threatened, including terrain, weather, urban vegetation cover, blowing embers, proximity to wildland, fire history, and fire hazard in nearby wildlands. FHSZs are not a structure loss model, as key information regarding structure ignition (such as roof type, etc.) is not included.

- **How do the Fire Hazard Severity Zone Maps differ from California Public Utilities Commission (CPUC) High Fire Threat District Maps?**
    - **Answer:** The California Public Utilities Commission (CPUC) sponsored map, known as "CPUC High Fire Threat District Map" (HFTD), includes similar factors as those in the FHSZ maps, however the CPUC HFTD Map is designed specifically for identifying areas where there is an increased risk for utility associated wildfires. As such, the CPUC map includes fire hazards associated with historical powerline-caused wildfires, current fuel conditions, and scores areas based on where fires start, as opposed to where potential fires may cause impacts.

- **Why is my property in a different zone than the adjacent area, which looks similar?**
    - **Answer:** In non-wildland areas, zone edges occur based on distance to the wildland edge. Because hazard in these areas is largely determined by incoming embers from adjacent wildland, urban areas that are similar in vegetation type and housing density may have a change in FHSZ class as the distance to the wildland edge increases. Areas immediately adjacent to wildland receive the same FHSZ score as that wildland where fire originates, and the model then produces lower scores as the distance to wildland edge increases.

      In wildland areas, zone edges are a result of the way zones are delineated. Specifically, zones represent areas of similar slope and fuel potential. Zone boundaries divide zones based on geographic and vegetation features that align with fire hazard potential; although, at a local scale, it may appear that the immediate area is similar on both sides of the edge. The class value within a zone is based on the average hazard score across the whole zone, so areas that are in the same zone but not immediately adjacent to a local area can have an influence on the final zone classification.

Data Related Questions

- **How are Fire Hazard Severity Zones determined?**
    - **Answer:** CAL FIRE used the best available science and data to develop, and field test a model that served as the basis of zone assignments. The model evaluated the probability of

the area burning and potential fire behavior in the area. Many factors were included such as fire history, vegetation, flame length, blowing embers, proximity to wildland, terrain, and weather.

- **What new data will be included in the new model, and how does this differ from the previous model?**
  - **Answer:** A 2 km grid of climate data covering the years 2003-2018 is being used in the update. The previous model used stock weather inputs across the state to calculate wildland fire intensity scores. The updated model will adjust fire intensity scores based on the most extreme fire weather at a given location, considering temperature, humidity, and wind speed. In addition, ember transport is being modeled based on local distributions of observed wind speed and direction values instead of using a generic buffer distance for urban areas adjacent to wildlands.

- **What is the difference between the various Fire Hazard Severity Zones?**
  - **Answer:** Classification of a wildland zone as Moderate, High or Very High fire hazard is based on the average hazard across the area included in the zone, which have a minimum size of 200 acres. In wildlands, hazard is a function of modeled flame length under the worst conditions and annual burn probability. Both these factors generally increase with increasing hazard level, but there may be instances where one value is Very High and the other is low, pushing the overall hazard into a more intermediate ranking. On average, both modeled flame length and burn probability increase by roughly 40-60% between hazard classes. Classification outside of wildland areas is based on the fire hazard of the adjacent wildland and the probability of flames and embers threatening buildings.

- **Why does the model place an emphasis on the spread of embers?**
  - **Answer:** Embers spread wildfire because they can travel long distances in the wind and ignite vegetation, roofs, attics (by getting into vents), and decks.

State Regulated Area Questions

- **When were the maps last updated?**
  - **Answer:** The Office of the State Fire Marshal began the regulatory process for the State Responsibility Area (SRA) in December 2022, the final maps were adopted on January 31, 2024, and became effective April 1, 2024.

- **What is "State Responsibility Area," or SRA?**
  - **Answer:** SRA is a legal term defining the area where the state has financial responsibility for wildland fire protection and prevention. Incorporated cities and federal ownership are not included. Within the SRA, CAL FIRE is responsible for fire prevention and suppression. There are more than 31 million acres in SRA, with an estimated 1.7 million people and 800,000 existing homes.

- **How is state responsibility area determined?**
  - **Answer:** The Board of Forestry and Fire Protection (Board) classifies land as State Responsibility Area. The legal definition of SRA is found in the Public Resources Code Section 4125. The Board has developed detailed procedures to classify lands as State Responsibility Area. Lands are removed from SRA when they become incorporated by a city, change in ownership to the federal government, become more densely populated, or are converted to intensive agriculture that minimizes the risk of wildfire. While some lands are removed from SRA automatically, the Board typically reviews changes every five years.

- **What Fire Hazard Severity Zones are in State Responsibility Area?**
  - **Answer:** All of the State Responsibility Area is in a Fire Hazard Severity Zone. Lands are either ranked as Moderate, High or Very High Fire Hazard Severity Zones.

- **What are the wildland urban interface (WUI) building codes in State Responsibility Area?**
  - **Answer:** The WUI building codes (California Building Code (CBC) Chapter 7A) reduce the risk of embers fanned by wind-blown wildfires from igniting buildings. The codes for roofing, siding, decking, windows, and vents apply throughout all state responsibility area regardless of the fire hazard severity ranking. Ember-resistant building materials can be found at: https://osfm.fire.ca.gov/divisions/fire-engineering-and-investigations/buildingmaterials-listing/

- **Is the GIS data for Fire Hazard Severity Zones available for download?**
  - **Answer:** The data inputs used to develop the Fire Hazard Severity Zones are identified in the Initial Statement of Reasons (ISOR) Title 19 Development (ca.gov). CAL FIRE has developed an additional data package which consists of sequential modeling steps, including any data inputs that were not already publicly available and referenced in the ISOR. The data package encompasses 34 spatial datasets and 8 tables, provided in raster, polygon, and table format. These datasets are formatted for Esri ArcGIS software, except for four tables provided in Excel. Ten of the datasets are updated versions used to produce an edited SRA FHSZ map following the public comment period that ended April 4, 2023. Upon formal adoption of the FHSZ map, the final SRA FHSZ geospatial data file will become available. The data package is available on the FHSZ website Fire Hazard Severity Zones (ca.gov) under the science and methods banner.

- **Why do waterbodies have a Fire Hazard Severity Zone Classification?**
  - **Answer:** All areas in State Responsibility Area, including water bodies, require a fire hazard severity zone designation. The 2007 FHSZ maps zoned all water as moderate by default. In the 2023 FHSZ model we added a buffer of FHSZ from the surrounding wildland into water bodies to account for potential threat of embers to buildings on docks and house boats, as well as variation in reservoir height that occurs with drought.

Local Regulated Area Questions

- **What is "Local Responsibility Area", or LRA?**
  - **Answer:** Local Responsibility Areas (LRA) are incorporated cities, urban regions, agriculture lands, and portions of the desert where the local government is responsible for wildfire protection. This is typically provided by city fire departments, fire protection districts, counties, and by CAL FIRE under contract.

- **When did Fire Hazard Severity Zones start in Local Responsibility Area?**
  - **Answer**: The "Bates Bill" (AB 337), Government Code Section 51175, was prompted by the devastating Oakland Hills Fire of 1991. This mid-1990s legislation calls for CAL FIRE to evaluate fire hazard severity in local responsibility area and to make a recommendation to the local jurisdiction where very high FHSZs exist. The Government Code then provides direction for the local jurisdiction to take appropriate action.

- **How are Fire Hazard Severity Zones determined in local responsibility areas?**
  - **Answer:** CAL FIRE uses an extension of the state responsibility area Fire Hazard Severity

Zone model as the basis for evaluating fire hazard in Local Responsibility Area. The Local Responsibility Area hazard rating reflects flame and ember intrusion from adjacent wildlands and from flammable vegetation in the urban area.

- **What are the requirements for landowners in FHSZs in local responsibility areas?**
  - **Answer:** California's WUI building codes (CBC Chapter 7A) apply to the design and construction of new buildings located in High and Very High FHSZs in Local Responsibility Areas. Local ordinances may require ignition resistant construction for remodel projects. Check with your local building department to determine which ignition resistant building codes apply to your project. In addition, Government Code Section 51182 calls for defensible space clearance and other wildland fire safety practices for buildings. Owners are also required to make a natural hazard disclosure as part of a real estate transfer. For information regarding "home hardening" and defensible space clearance, visit www.ReadyForWildfire.org.

- **Does the designation of Very High Fire Hazard Severity Zones in the Local Responsibility Area trigger the 100-foot clearance requirement?**
  - **Answer:** Yes, per Government Code 51182 unless a local government has passed a more stringent requirement, the 100-foot defensible space clearance applies. For information regarding "home hardening" and defensible space clearance, visit www.ReadyForWildfire.org.

- **How does CAL FIRE assist Local Governments in Fire Hazard Severity Zones?**
  - **Answer:** CAL FIRE's Land Use Planning Program is a specialized unit that provides support to local governments by providing fire safety expertise on the State's wildland urban interface building codes, wildfire safety codes, as well as helping in the development of the safety elements in general plans.

- **What is the process for developing Fire Hazard Severity Zones in the Local Responsibility Area?**
  - **Answer:** CAL FIRE uses the same modeling data that is used to map the State Responsibility Area. The map, along with a model ordinance, are then sent to the governing body for adoption.

- **How are the new Fire Hazard Severity Zones impacting development?**
  - **Answer:** Many of the changes expanding fire hazard severity zones in local responsibility areas (LRA) have been supported by the building industry. CAL FIRE works closely with the building industry when setting various building codes and defensible space requirements, so we are working together to not affect development itself but to make sure development matches the hazards of that area.

- **When will the Local Responsibility Area Map be released?**
  - **Answer:** The Local Responsibility Area Map Process will happen after the State Responsibility Area process has been completed, which is estimated to occur in the winter of 2025.

- **Why haven't Moderate and High Fire Hazard Severity Zone classes been classified before in the Local Responsibility Area?**
  - **Answer:** New legislation, Senate Bill 63 (Stern, 2021), now requires the adoption of all three Fire Hazard Severity Zone classes in the Local Responsibility Area. Previously only Very High Fire Hazard Severity Zones were required for adoption in Local Responsibility Areas.

Insurance Related Questions

- **Will the new Fire Hazard Severity Zones affect my ability to get or maintain insurance?**
  - **Answer:** Insurance companies use risk models, which differ from hazard models, because they consider the susceptibility of a structure to damage from fire and other short-term factors that are not included in hazard modeling. It is unlikely that insurance risk models specifically call out CAL FIRE Fire Hazard Severity Zones as a factor, but much of the same data that is used in the fire hazard severity zone model are likely included in the insurance companies' risk models. However, insurance risk models incorporate many additional factors and factors that change more frequently than those that CAL FIRE includes in its hazard mapping, which is built to remain steady for the next 10+ years.

Resources, Additional Information, and Contact Information

- To find the current FHSZ designation for a property, visit FHSZ Map Viewer (ca.gov).

- Helpful links:
  - FHSZ Website:
    - osfm.fire.ca.gov/FHSZ
  - FHSZ Map Viewer:
    - FHSZ Map Viewer (ca.gov)

- Contacts for FHSZ for Public Questions:
  - (916) 633-7655
  - FHSZinformation@fire.ca.gov

RICARDO LARA
INSURANCE COMMISSIONER
California Department of Insurance

Q&A – Insurance and CAL FIRE Fire Hazard Severity Zone Maps

1. **How will the updated CAL FIRE maps affect insurance availability and affordability?**

CAL FIRE's maps are intended to drive local planning decisions, not insurance decisions. Under Commissioner Lara's new regulation finalized in October 2022, insurance companies must provide discounts for wildfire safety actions such as community mitigation and home-hardening, which CAL FIRE's maps do not assess. In addition, insurance companies are already using risk analysis tools and models that go beyond CAL FIRE's proposed maps in determining what properties they will underwrite.

Commissioner Lara's new wildfire safety regulation will help increase access to insurance by promoting wildfire safety across the state. Reducing wildfire risks throughout the state is the primary way we can make insurance more available and affordable, and our regulation is a major step towards that goal. CAL FIRE's maps support that goal through improving public education about hazard and the need for safety preparation.

2. **How will these maps benefit the public?**

Public education about where current wildfire hazards exist is essential to reducing the threat to local communities and maintaining access to available and affordable insurance. When communities know and understand their risks, they can plan and prepare.

In addition, the Department's first-ever report on climate insurance recommended updated wildfire hazard mapping to improve public safety.

3. **If you are a homeowner and your zone changed from High Hazard to Very High Hazard, will this impact your insurance premiums or renewal ability?**

For many years, insurance companies have been using alternate wildfire risk tools for determining where they will write and renew policies, and how much premium to charge a policyholder, not the Fire Hazard Severity Zone maps. Therefore, a change in designation on the maps for a single homeowner is unlikely to affect their insurance. The reality is that more accurate risk information enables homeowners and communities to reduce their wildfire risks, and Commissioner Lara's new wildfire mitigation regulation clarifies what actions you should take to reduce wildfire risks. Once that regulation is fully implemented, if a homeowner or business owner takes those risk mitigation actions, they will be able to see a discount in their insurance premium.

4. **How is the state addressing wildfire mitigation?**

By design, CAL FIRE's maps are focused on long-range wildfire hazard, which includes only certain variables, like wind, vegetation, ember production and movement, climate, topography, and fire history. CAL FIRE's maps will give up to date information to communities about the level of wildfire hazard they face, which could help target resources at the state and local level. Expanded state grant programs and Commissioner Lara's new wildfire safety regulation are aimed at reducing wildfire risks to communities through programs such as Firewise USA and the new Fire Risk Reduction Community designation from the California Board of Forestry and Fire Protection.

REGULAR

NUMBER: **___.__**

TITLE: **AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADOPTING THE FIRE HAZARD SEVERITY ZONES AS RECOMMENDED BY THE CALIFORNIA FIRE MARSHAL**

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of _____, upon motion by_____ and was adopted (second reading) by the City Council at its meeting of _____, upon motion by _____. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Carmen Montano, Mayor

APPROVED AS TO FORM:

_____
Christopher Creech, Acting City Attorney

RECITALS AND FINDINGS:

WHEREAS, in 1992, the California Legislature adopted the Bates Bill, codified as Government Code sections 51175, et seq., to prevent and control wildfires in the State, and reduce the intensity of uncontrolled fires, in order to protect life and property within the State; and

WHEREAS, as stated in Section 51176 of the Government Code, the purpose of the Bates Bill is to classify lands in the state in accordance with whether a very high fire hazard is present so that public officials are able to identify measures that will retard the rate of spread, and reduce the potential intensity, of uncontrolled fires that threaten to destroy resources, life, or property; and

WHEREAS, Section 51178 of the Government Code requires the State Fire Marshall to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas, including based on fuel loading, slope, fire weather, winds, and other relevant factors; and

WHEREAS, Section 51181 of the Government Code requires the State Fire Marshall to periodically review the areas in the state identified as very high fire hazard severity zones and, as necessary, make recommendations relative to very high fire hazard severity zones, including every five years if possible; and

WHEREAS, Section 51179 of the Government Code requires local agencies by ordinance to designate moderate, high, and very high fire hazard severity zones within their jurisdictions following receipt of updated recommendations from the State Fire Marshal. In making this determination, local agencies may, upon specified findings, add to or increase the areas within their jurisdictions recommended for designation as moderate, high, and very high fire hazard severity zones but may not decrease the level of fire hazard severity zones as identified by the State Fire Marshal. Changes made by a local agency to the recommendations made by the State Fire Marshall shall be final and shall not be rebuttable by the State Fire Marshal; and

WHEREAS, by transmittal dated February 24, 2025, the City received from the State Fire Marshal a map entitled "City of Milpitas – Santa Clara County Local Responsibility Area Fire Hazard Severity Zones," copy of which is attached hereto as **Exhibit A**, which provides recommendations pursuant to Section 51178 of the Government Code for designation of fire hazard severity zones within the City of Milpitas; and

WHEREAS, consistent with Section 51178.5 of the Government Code, the City within 30 days after receiving this transmittal made this transmittal, the proposed map, and all information contained therein available for public review and comment in a format that was understandable and accessible to the general public, including through posting on the City of Milpitas Website; and

WHEREAS, consistent with Section 511795 of the Government Code, the City Council now within 120 days of receiving this transmittal intends to approve and adopt by ordinance the most recent Fire Hazard Severity Zone Map recommended by the State Fire Marshall.

NOW, THEREFORE, the City Council of the City of Milpitas does ordain as follows:

SECTION 1. RECORD AND BASIS FOR ACTION

The City Council has duly considered the full record before it, which may include but is not limited to such things as the City staff report, testimony by staff and the public, and other materials and evidence submitted

or provided to the City Council. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. ADOPTION OF FIRE HAZARD SEVERITY ZONES MAP

As reflected in the map entitled "City of Milpitas – Santa Clara County Local Responsibility Area Fire Hazard Severity Zones," copy of which is attached hereto as Exhibit A and incorporated herein, the City of Milpitas, by and through the Milpitas City Council, hereby designates the Fire Hazard Severity Zones as recommended by the State Fire Marshal pursuant to Section 51178 of the Government Code. Said map shall be kept on file in the Office of the Milpitas City Clerk and will also be made accessible through the Fire Prevention Bureau of the Milpitas Fire Department and as practical through the City of Milpitas Website.

SECTION 3. APPLICABILITY

Materials and construction methods for exterior wildfire exposure applying to the design and construction of new buildings as found in the California Building Code and the mitigation strategies to reduce risk associated with wildland fires, exemptions, disclosure requirements and violation and penalty provisions pursuant to Sections 51182 through 51189 of the Government Code, Section 1102.6f and 1102.19 of the Civil Code, Section 10094.2 of the Insurance Code, Section 32282 of the Education Code, and such other laws as are made applicable by reference to state and local fire hazard severity maps adopted pursuant to the Bates Bill shall apply to those areas identified in the map entitled "City of Milpitas – Santa Clara County Local Responsibility Area Fire Hazard Severity Zones," copy of which is attached hereto as Exhibit A.

SECTION 4. TRANSMITTAL

Consistent with Section 51179(c) of the Government Code, the Fire Marshall of the City of Milpitas shall transmit a copy of this Ordinance to the State Board of Forestry and Fire Protection within thirty (30) days of adoption.

SECTION 5. SEVERABILITY

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision or part shall not affect the validity of the remainder.

SECTION 6. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance shall take effect thirty (30) days from and after the date of its passage. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Consider a Substantial Amendment to the 2022-2025 Consolidated Plan and the 2024-2025 Annual Action Plan. (Staff Contact: Sarah Balcha, Acting Housing Official, (408)586-3222)**
Category:	Public Hearings-Community Development
Meeting Date:	5/6/2025
Recommendation:	(1) Conduct the public hearing; (2) Approve a substantial amendment to the 2022-2025 Consolidated Plan and the 2024-2025 Annual Action Plan and (3) Authorize the City Manager, or designee, to make any necessary changes to the 2022-2025 Consolidated Plan and 2024-2025 Annual Action Plan.

BACKGROUND:

For more than 20 years, the City has offered a Community Development Block Grant (CDBG) funded Home Rehabilitation Loan Program which provides low-interest loans to very low and low income homeowners. The fund responsible for holding these rehabilitation loans and repayments is called a revolving loan fund. This revolving loan fund is separate from the City CDBG annual entitlement allocation.

Home rehabilitation loan repayments must be deposited into the revolving loan fund and, per the U.S. Department of Housing and Urban Development (HUD) guidelines, be reallocated as soon as possible. These payments are referred to as program income. Most of the City's current loans do not require ongoing loan payments from the loan recipients, and payments are generally made in full when a property is sold. The current revolving loan fund balance is $675,968.10.

To reallocate the revolving loan funds, the City must issue a substantial amendment to the current 2022-2025 Consolidated Plan and 2024-2025 Annual Action Plan. A substantial amendment is triggered when changes in the distribution of funds totals 25% or more of the City’s CDBG annual entitlement allocation which was $592,161 for FY 2024-25.

On February 4, 2025, City Council permanently retired the Home Rehabilitation Loan Program due to inactivity and lack of interest from Milpitas homeowners, but did not move forward with the staff recommendation for the substantial amendment to reallocate revolving loan funds to recommended activities. Council requested staff return with additional options for the use of the revolving loan fund balance. Those options are listed in the Analysis section of this report along with staff’s recommendation.

ANALYSIS:

This agenda report provides Council with an analysis of the most feasible uses for reallocating the revolving loan funds. Staff have provided a full summary of eligible and ineligible CDBG activities in Attachment A.

Calculating Maximum Funding Allocations

Program income is the revenue generated from a CDBG-funded activity. Since the City received home rehabilitation loan repayments in the current fiscal year, the repayments are considered program income. Program income must be factored into the public services and program administration caps.

CDBG funds obligated for public services are capped at 15 percent and program administration costs are capped at 20 percent; City Council typically allocates the maximum funding amounts to public services and program administration. Activities that fall under capital projects or economic development activities are not subject to caps.

Out of the total amount of $675,968.10, $594,882.86 was program income earned in prior years, while the remaining $81,085.24 was earned from the program income received in 2024-2025. Only the program income received from home rehabilitation loan repayments during the current fiscal period (FY 2024-25) may be used for public services and program administration. Per CDBG guidelines , the maximum amount of funding that can be used in each category is as follows:

Category	Calculation	Maximum Potential Reallocation of the $675,968.10 Total
Public Services	$81,085.24 * 0.15	$ 12,162.79
Program Administration	$81,085.24 * 0.20	$ 16,217.05
Capital Projects and/or Economic Development Activities	No Cap on Either	$ 675,968.10

To maximize the amount that can go to public services and program administration, staff is recommending the following allocations of the $675,968.10 total:

Category	Recommended Allocation
Public Services	$ 12,162.79
Program Administration	$ 16,217.05
Capital Projects and/or Economic Development Activities	$ 647,588.26

Each year, the City receives the highest number of applications for public service activities. Due to the funding cap, most subrecipients in this category receive reduced funding awards or no awards at all. It is crucial to reallocate the maximum amount of revolving loan funds to public services, as this would allow additional organizations to receive funding.

The $16,217.05 recommended for program administration will be used for HUD-required public notices and translations, as well as to cover personnel and technical assistance costs.

Activities Staff Does Not Recommend

As outlined in Attachment B, there are specific activities for which revolving loan funds may be used but the City is currently ineligible for those respective activities. Additionally, there are a broader range of activities for which the City may qualify; however, the City would not be able to utilize the funds by May 2, 2026.

Staff has identified May 2, 2026, as a critical deadline because every May 2, HUD reviews jurisdictions' timely performance in expending HUD funds. This evaluation is based on the rate at which funds are drawn from the grantee's Line of Credit (LOC), which includes entitlement grant funding, program income, and revolving loan funds. To avoid sanctions or a reduction in CDBG funding, grantees must ensure their LOC does not exceed 1.5 times their annual entitlement allocation.

As of May 2, 2025, the City has fallen behind for two consecutive years due to recent repayments on home rehabilitation loans, which has resulted in a significant balance in the revolving loan fund. Therefore, staff is not recommending any projects that would be unable to expend funds by HUD’s next timeliness deadline of May 2, 2026.

Eligible Activities to Ensure Timeliness is Met

Activities that fall under capital projects or economic development activities are not subject to caps. For this reason, staff recommends reallocating the remaining revolving loan fund balance to activities that fall under capital or economic development. According to Attachment B, the two areas that can expend funds by May 2, 2026 without exceeding HUD caps are:

1. Rehabilitation and Preservation (Capital Project)
2. Microenterprise Assistance (Economic Development Activity)

While staff have provided a recommendation which funds both areas, the amount for each category is not set and the City Council has flexibility in determining the amount that goes to one or both areas. Additionally, funding one organization over another does not exclude them from receiving support when the annual entitlement allocations are announced. Finally, after the annual entitlement allocations are released, the City Council may provide additional funding to organizations that received prior support through the revolving loan fund.

Rehabilitation and Preservation

Projects in this area fall under capital projects and are not subject to caps. Revolving loan funds may be used to rehabilitate residential structures. The City received two applications that can satisfy the requirements and begin work immediately: Rebuilding Together Silicon Valley and Terrace Gardens. Staff contacted both organizations to assess their need for additional funding. Terrace Gardens indicated that no funding beyond the requested amount is necessary. Rebuilding Together Silicon Valley highlighted a significant community need for critical home repairs, noting that fifteen (15) Milpitas households were denied assistance this year due to a lack of available funds. Staff recommends awarding Rebuilding Together Silicon Valley $385,000 for single-unit residential rehabilitation and critical home repairs as there is significant community need. Additionally, staff suggests funding the roof repair project for Terrace Gardens Senior Housing through the upcoming annual entitlement allocation, which staff anticipates bringing to City Council for discussion in June 2025.

	Organization Name	Project Description	CDBG Fund Request	Proposed Funding Amount from $675,968.10
Capital Projects	Rebuilding Together Silicon Valley (RTSV)	Rebuilding Together Silicon Valley preserves affordable housing by providing critical home repairs and accessibility modifications for low-income residents, at no cost to the recipient. **Proposed Served: 30 Households**	$216,000	$385,000
	Terrace Gardens Senior Housing	The roofs of the "A", “B”, “C”, and "D” Buildings need repair. Terrace Gardens is requesting funds to replace the roofs. **Proposed Served: 184 Seniors**	$250,000	$0
	Subtotal		**$466,000**	**$385,000**

Microenterprise Assistance

Projects in this area fall under economic development and are not subject to funding caps. Revolving loan funds may be used to assist private, for-profit microenterprises including grants and technical assistance. A microenterprise is defined as a commercial enterprise with five or fewer employees, one or more of whom owns the enterprise. Two applicants have requested funding under economic development: City of Milpitas Office of Economic Development and Upwards. The City Office of Economic Development applied through its Microenterprise Assistance Program (MEAP) which has completed its second year of issuing grants for business operation costs such as personnel, supplies, equipment, utilities, rent and mortgage. Upwards is a new applicant to the City of Milpitas; their BOOST Program provides technical assistance to in-home childcare microenterprises.

	Organization Name	Project Description	CDBG Fund Request	Proposed Funding Amount from $675,968.10
Economic Development	City of Milpitas (MEAP)	The City requests funding to assist local microenterprises, through grants to spur economic vitality and keep businesses thriving in Milpitas. **Proposed Served: 21**	$120,000	$262,588.26
	Upwards	Upwards' BOOST Program provides specialized business support and technical assistance to in-home childcare providers. **Proposed Served: 26**	$160,000	$0
	Subtotal		**$330,000**	**$262,588.26**

Following are two (2) MEAP award allocation scenarios for consideration:

	Award Allocation Scenario 1			Award Allocation Scenario 2		
	Grant Amount	Grant Quantity	Total	Grant Amount	Grant Quantity	Total
Milpitas Historic Downtown Business Association Boundary*	$ 10,000	10	$ 100,000	$ 7,500	14	$ 105,000
Remainder of City	5,000	27	135,000	5,000	26	130,000
	Subtotal	*37*	*$ 235,000*		*40*	*$ 235,000*
Estimated Administrative Fee			27,588.26			27,588.26
	Total		**$262,588.26**			**$262,588.26**

*Boundary is defined as Main and Abel Streets between Weller Lane to the north and Curtis Avenue to the south.

Given MEAP is an established program that has proven successful in the community, staff recommends funding $262,588.26 of revolving loan funds to the City Office of Economic Development MEAP and supporting Upwards with CDBG entitlement funding.

Staff Recommendation

Staff recommend reallocating the entire revolving loan fund balance of $675,968.10 as follows:

Revolving Loan Fund Balance	**675,968.10**
Program Administration	-16,217.05
FY 2025-26 Public Services	-12,162.79
Rebuilding Together Silicon Valley (RTSV)	-385,000.00
Microenterprise Assistance Program (MEAP)	-262,588.26
Remaining Fund Balance to Reallocate	**0.00**

As Public Services is the CDBG category with the highest number of requests but the smallest cap, staff recommends Council reallocate $12,162.79, which is the maximum allowed. If Council approves this reallocation, an additional $12,162.79 will be available for distribution to organizations at the June CDBG Council meeting.

Staff also recommends the maximum reallocation allowed for program administration which is $16,217.05. This allocation would cover the costs of the personnel administering the CDBG program in addition to paying for HUD required public noticing and translations.

Lastly, staff recommends reallocating the remaining balance of the revolving loan fund to capital or economic development activities. These categories will enable the City to utilize the funds immediately and meet HUD's timeliness deadline of May 2, 2026.

Staff would like to clarify the revolving loan fund and the annual entitlement funding are two separate sources of funding. Providing funding to an organization at this time does not prevent them from receiving support when the annual entitlement allocations are announced. Furthermore, funding an organization now will not affect the eligibility of other capital projects or economic development activities for annual entitlement funding.

Next Steps

Staff recommends Council approve a substantial amendment to the 2022-2025 Consolidated Plan and 2024-2025 Annual Action Plan to reallocate the revolving loan fund balance. Staff recommendations are seen in the table below. Staff will come back to Council in June 2025 to discuss the 2025-2026 CDBG allocations once HUD releases the City's entitlement allocation.

Revolving Loan Fund Balance	**675,968.10**
Program Administration	-16,217.05
FY 2025-26 Public Services	-12,162.79
Rebuilding Together Silicon Valley (RTSV)	-385,000.00
Microenterprise Assistance Program (MEAP)	-262,588.26
Remaining Fund Balance to Reallocate	**0.00**

FISCAL IMPACT:

The City of Milpitas will reallocate $675,968.10 in revolving loan funding to eligible CDBG activities.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The actions being considered have no potential for causing a significant effect on the environment and are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3). Further, this action does not meet the definition of a project under CEQA Guideline 15378 as it is a government fiscal activity which does not commit to any project that would result in a potentially significant impact on the environment.

RECOMMENDATION:

(1) Conduct the public hearing.
(2) Approve a substantial amendment to the 2022-2025 Consolidated Plan and the 2024-2025 Annual Action Plan.
(3) Authorize the City Manager, or designee, to make any necessary changes to the 2022-2025 Consolidated Plan and the 2024-2025 Annual Action Plan.

ATTACHMENT(S):
Attachment A: Eligible and Ineligible CDBG Activities
Attachment B: Eligible Potential Projects
Attachment C: Draft 2024-2025 Annual Action Plan
Attachment D: Draft 2022-2025 Consolidated Plan

Eligible and Ineligible CDBG Activities

Eligible CDBG Activities

1. Acquisition of Real Property
2. Disposition
3. Public Facilities and Improvements
4. Clearance and Remediation
5. Public Services
6. Interim Assistance
7. Relocation
8. Loss of Rental Income
9. Housing Services
10. Privately-Owned Utilities
11. Rehabilitation and preservation
12. Construction of Housing
13. Code Enforcement
14. Special Economic Development Activities
15. Microenterprise Assistance
16. Special Activities by Community-Based Development Organizations
17. Homeownership Assistance
18. Planning and Capacity Building
19. Program Administration Costs
20. Miscellaneous Other Activities

Ineligible CDBG Activities

1. **Buildings or portions thereof, used for the general conduct of government may not be assisted with CDBG funds.** This does not include, however, the removal of architectural barriers involving any such building, which may be assisted under the category of Public Facilities and Improvements.

2. **General government expenses.** Expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.

3. **Political activities**. CDBG funds may not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

4. **Purchase of equipment**. The purchase of equipment with CDBG funds is generally ineligible – construction equipment, fire protection equipment, furnishings and personal property.

5. **Operating and maintenance expenses**. The general rule is that any expense associated with repairing, operating, or maintaining public facilities, improvements, and services is ineligible.

6. **New housing construction**.

7. **Income payments**. The general rule is that CDBG funds may not be used for income payments.

Adapted from HUD booklet, Community Development Block Grant Program; A guide to National Objectives & Eligible Activities for Entitlement Communities.

CDBG Activities	Eligible Uses	Could City qualify under this activity (Y/N)	Potential Projects	Would project meet next timeliness deadline of May 2, 2026 (Y/N)	Staff Recommend (Y/N)	Staff Reason
1. Acquisition of Real Property	May be used to pay for the cost of surveys to identify the property to be acquired, appraisals, the preparation of legal documents, recordation fees, and other costs that are necessary to the acquisition process. Funds cannot be used to purchase a building that will be used for the general conduct of government or political activities. Construction equipment, furnishings, operating, and maintenance expenses are also an ineligible expense.	Y	Homeless Shelter	N	N	The revolving loan fund balance could be used to acquire property for the purpose of a public benefit, such a homeless shelter. The City must demonstrate that at least 51% of the beneficiaries are low-income. Staff believes that the purchase of property is timely and may take years to accomplish. Given that the City will be untimely for two consecutive years, it would be best to use revolving funds on a project that will expend funds quickly. **Not Recommended**
2. Disposition	Real Property must have been acquired with CDBG funds. City does not have any eligible properties.	N	No applicable properties	N	N/A	There are no properties that would be eligible for this category. **City Ineligible**
3. Public Facilities and Improvements	The City cannot meet the Low/Mod Area Benefit National Objective (51% of the cenus tract area median income is low and moderate), to satisfy this condition, the facility awarded funds must benefit a presumed benefit category.	Y	Homeless Shelter Safe Parking	N	N	Revolving loan funds may be used for facilities improvements by the grantee or other public or private non-profit entities but excludes operating costs of a project. Since the City cannot meet the Low/Mod Area Benefit National Objective (51% of a cenus tract area median income is low and moderate), to satisfy this condition, the facility awarded funds must benefit a presumed benefit category. Funds may be used to rehabilitate temporary shelters and transitional housing for the homeless. However, no applicants have applied for such work in the current and future year, and it would not make sense to open the application period at this time due to timely expenditure pressures. Funds could also be used to acquire or rehabilitate parking facilities for the use of safe parking for unhoused residents. However, operating costs will not be covered under this category and will be costly to pursue safe parking. Although possible, staff believes it is not feasible to pursue those options currently due to high cost and need for timely expenditure of revolving loan funds. **Not Recommended**
4. Clearance and Remediation	Revolving loan funds may be used for clearance, demolition, and removal of buildings and improvements for property that will be developed for any public purpose. * Demolition of buildings and improvements; * Removal of demolition products, rubble and other debris; * Physical removal of environmental contaminants or treatment of such contaminants to render them harmless; and *Movement of structures to other sites.	Y	South Main Street Requirements: * Cleared property will be used for an activity that limits benefits to a specific group of people, at least 51% are in the low and moderate income category (dilapidated structure removal and then building nbhd center) * Demolishing to build affordable housing, of which at least 51% must be low and moderate income clients	N	N	Funds could be used to clear rubble and debris for the creation of affordable housing at South Main Street. However, clearance and demolition of buildings is not a project that will expend funds quickly, which can greatly affect the City's timely expenditure of funds. The cleared property will have to benefit at least 51% low and moderate income clients. **Not Recommended**

5. Public Services	The total amount of CDBG funds obligated for public services activities must not exceed 15 percent of the annual grant allocation plus 15 percent of program income received during the prior program year.	Y	Any Public Service Activity	Y	Y	Revolving loan funds cannot be used for public service projects as we cannot exceed the 15% annual cap. Except, for when program income is received in the prior program year. In the current program year, we received a Home Rehab Loan payment in the amount of $81,085.24. 15% of the total repayment could be used for public services in the subsequent year ($12,162.79). **Staff Recommend**
6. Interim Assistance	CDBG funds may be used to provide interim assistance where: -Immediate action is necessary to stop physical deterioration until something permanent can be done; or -Emergency conditions threaten the public health and safety The Chief Executive Officer of the state must make the determination.	N	No known applicable properties	N	N/A	No applicable activities. **City Ineligible**
7. Relocation	CDBG funds may be used for relocation payments and other assistance to displaced persons, including: -Individuals, -Families, -Businesses -Nonprofit organizations, and -Farm operations. Where relocation assistance is voluntary, the initial activity causing the displacement and subsequent need for relocation is not required to meet the same national objective as the relocation itself. Relocation payments could meet a national objective based on the purpose of the re-use of the property or on the income of the recipients of the relocation assistance. The classification is the grantee's discretion.	Y	South Main Street	N	N	Eligibility is subject to the purpose of South Main Street parcels and whether it meets a National Objective. **Not Recommended**
8. Loss of Rental Income	CDBG funds may be used to compensate property owners for the loss in rental income incurred while temporarily holding housing units to be used for the relocation of individuals and families displaced by CDBG-assisted activities.	N	No applicable properties	N	N/A	No applicable activities since families have not been displaced by CDBG-assisted activities. **City Ineligible**
9. Housing Services	An activity that provides housing information, education, and referral services.	Y	No applicable projects	N	N	Project will be subject to the 15% public service cap.

10. Privately-Owned Utilities	Privately owned utilities are those owned by a private company rather than a public agency. The rehabilitation or construction of these utilities may be undertaken with CDBG funds under certain conditions. - CDBG funds may be used by a UGLG, subgrantees, and other for-profit and public entities to acquire; construct; reconstruct; rehabilitate; and install the distribution lines and related facilities for privately-owned utilities. -A privately-owned utility refers to service that is publicly regulated and is provided through the use of physical distribution lines to private properties.	N	No applicable projects	N	N/A	Only for areas with at least 51% of residents fall in the low and moderate income category, Milpitas has no census tracts or survey data to suggest we are compliant with this National Objective. **City Ineligible**
11. Rehabilitation and Preservation	Revolving loan funds may be used to rehabilitate residential structures.	Y	Rebuilding Together Silicon Valley (RTSV) Critical Home Repairs Terrace Gardens Senior Housing Roof Repair	Y	Y	Staff proposes awarding Rebuilding Together Silicon Valley for single-unit residential rehabilitation and critical home repairs and Terrace Gardens Senior Housing roof repair project. Funding either or both of these projects with revolving loan funds could free up FY 2025-26 entitlement funding for other activities. **Staff Recommend**
12. Construction of Housing	(1) New construction generally not eligible except for: - entity is a community based development organization - eligible groups include neighborhood-based organizations - organizaiton muyst be undertaking a neighborhood revitalization, community economic development, or energy conservation project in order to use CDBG for new construction (2) may provide support for development of new housing - Acquisition by the grantee or public or private nonprofit entities; – Site clearance and assemblage; and – Site improvements (if in public ownership).	Y	No known applicable activities.	N	N	No known applicable projects. **Not Recommended**
13. Code Enforcement	Area must have at least 51% of residents in the low and moderate income and category, no area in Milpitas qualifies.	Y	Staff Salaries and Overhead	Y	N	CDBG funds may be used for code enforcement only in deteriorating or deteriorated areas where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Project will be subject to the 20% administration cap. Funding cannot replace general funds expenditures. **Not Recommended**

14. Special Economic Development Activities	The term “special economic development activities” is used in the CDBG program to identify three types of activities * Acquiring, constructing, reconstructing, rehabilitating, or installing commercial or industrial buildings, structures, and other real property equipment and improvements, including railroad spurs or similar extensions. These are economic development projects undertaken by nonprofit entities and grantees (public entities). * Assisting a private, for-profit business. Assistance may include grants, loans, loan guarantees, and technical assistance; and * Providing economic development services in connection with otherwise eligible CDBG economic development activities (outreach efforts, screeining of applicants etc). Example: Technical assistance to a business facing bankruptcy	Y	No known applicable activities	N	N	No known applicable projects. **Not Recommended**
15. Microenterprise Assistance	Revolving loan funds may be used to assist private, for-profit microenterprises including grants and technical assistance. A microenterprise is defined as a commercial enterprise that has five or fewer employees, one or more of whom owns the enterprise.	Y	MEAP (City’s Microenterprise Assistance Program) UPWARDS , For Profit Organization	Y	Y	Revolving loan funds may be used for the City’s Microenterprise Assistance Program (MEAP) or any other economic development activity that assists microenterprises. Two applicants applied for funding under the economic development umbrella, the City and Upwards. Funding either or both of these projects with revolving loan funds could free up FY 2025-26 entitlement funding for other activities. **Staff Recommend**
16. Special Activities by Community-Based Development Organizations	These are activities designed to assist in neighborhood revitalization or community economic development and are carried out by an organization that qualifies as a CBDO under the regulations at 24 CFR Part 570.204. – In addition to meeting one of the organizational types listed above, the entity must be carrying out neighborhood revitalization, community economic development or energy conversation projects.	Y	No known applicable activities	N	N	No known applicable projects or activities. **Not Recommended**

17. Homeownership Assistance	Grantees and their subrecipients may provide financial assistance to low- and moderate-income households to assist them in the purchase of a home 2 ways: direct homeownernship assistance as a separate and permanent elgibility category or a public services. To qualify for direct homeownership: * Provide up to 50 percent of required down payment; *Pay reasonable closing costs; * Provide principal write-down assistance; * Subsidize interest rates; * Finance acquisition of housing occupied by the homebuyer; and * Acquire guarantees for mortgage financing from private lenders (i.e., assist homebuyers with private mortgage insurance).	Y	Down Payment Assistance Program	N	N	Project will be subject to the 15% public service cap. **Not Recommended**
18. Planning and Capacity Building	This activity involves providing technical assistance and training directly to businesses on topics such as business planning or accounting. This activity may be undertaken under several different eligibility categories, assuming that the activity will meet a national objective: – As a part of a special economic development project; – To the owner of a microenterprise; – As a public service; and – By a Community Based Development Organization as a part of an eligible project	Y	No known applicable activities.	N	N	Activity in this category is subject to 20% administration cap. Funding an activity in this category puts the City at risk of exceeding the administration cap. **Not Recommended**
19. Program Administration Costs	Planning and administration costs are capped at 20 percent of the sum of grant plus program income that is received during the program year.	Y	CDBG Program Administration	Y	Y	Revolving loan funds can be used for program administration when program income is received in the current program year (subject to 20% cap). In the current program year, we received a Home Rehab Loan Payment in the amount of $81,085.24. 20% of the total repayment could be used for program administration in the current year ($16,217.05). Staff recommends allocating $16,217.05 to the current program year to fund CDBG program administration. **Staff Recommend**

20. Miscellaneous Other Activities	No known qualifying projects - higher educations: defined as high school or higher as long as they can carry out activities that fall under 1 or more of the basic eligibility categories - payment of non federal share: This provision allows CDBG funds to be applied by a grantee to the non-Federal share of a Federal grant-in-aid. According to the specific statute and regulations for that program, grantees must first establish whether or not such funds are allowed to be applied. - urban reneweal completion: for projects under a termined HUD program	N	No known applicable projects or activities	N	N/A	No applicable projects or activities. **City Ineligible**

City of Milpitas

DRAFT ACTION PLAN

Fiscal Year 2024-2025

Substantial Amendment Draft for May 6, 2025

FY 2024-2025 Annual Action Plan

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Milpitas (City) is an entitlement city that receives Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD).

CDBG funds address community and economic development needs for low- and moderate-income residents through public services and capital improvement projects. At least seventy percent (70%) of gross funding is to be utilized to serve low- and moderate-income individuals and households.

The City is required to develop a three to five-year Consolidated Plan outlining the strategies used to meet the variety of housing and non-housing community needs. For each of the three to five years covered by the Consolidated Plan, HUD requires the City to prepare a one-year Action Plan that identifies programs, projects, and CDBG funding levels undertaken any given year. This Annual Action Plan (AAP) covers the third and final program years covered by the City's 2022-25 Consolidated Plan which was adopted by the Milpitas City Council on June 14, 2022.

The City's AAP covers the period from July 1, 2024, to June 30, 2025 (HUD's Program Year 2024). The City's FY 2024-25 AAP reports on the status of needs and outcomes the City expects to achieve in the coming year. The activities mentioned in the Annual Action Plan are based on current priorities. The 2022-25 Consolidated Plan is supported by the AAP. Staff held a public hearing on Tuesday, February 4, 2025, to discuss substantial amendments to the 2022-25 Consolidated Plan and the 2024-25 Annual Action Plan. The Council approved the closure of the Home Rehabilitation Loan Program, but did not move forward staff's recommendation for the substantial amendment. Instead, the Council requested that staff return to a future meeting with additional options for the use of the revolving loan fund balance. Staff is requesting Council approval on a substantial amendment to the Plan, to convert the City's entire revolving loan fund balance to program income. Staff will hold a public hearing on Tuesday, May 6, 2025, to discuss substantial amendments to the 2022-25 Consolidated Plan and the 2024-25 Annual Action Plan.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis, or the strategic plan.

The AAP provides a snapshot of how the City will utilize its CDBG allocation to meet the needs

of the City’s low- and moderate-income individuals and the most vulnerable populations.

The objectives and outcomes identified in the 2022-2025 Consolidated Plan are to be achieved with the activities and programs mentioned in the Annual Action Plan. The Annual Action Plan works towards accomplishing the following priorities to meet the housing and community development needs in Milpitas:

- Affordable Housing Rental Rehabilitation
- Assist Microenterprises and Small Businesses
- Community Funding/Public Services
- Fair Housing
- Maintain and Preserve Existing Housing
- New Affordable Housing
- Public Improvements including Accessibility and Improving Public Facilities
- Public Services for Children and Youth
- Public Services for Domestic Violence Support
- Public Services for Residents at Risk of Eviction
- Public Services for Seniors

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The Consolidated Annual Performance and Action Report (CAPER) reports on the success of the City's Annual Action Plan. The CAPER assists in assessing the annual performance of the AAP with meeting its overall three-to-five-year Consolidated Plan priorities.

The last CAPER submitted to HUD was for FY 2022-23 (HUD's Program Year 2022).

The following are the highlights of the accomplishments reported in support of the Consolidated Plan:

Affordable Housing Rental Rehabilitation: Terrace Gardens Senior Housing is an affordable housing rental apartment for seniors. Terrace Gardens met its goal of rehabilitating the existing community room wood trellis, assisting 148 housing units.

Community Funding/Public Services: A total of 174 individuals benefitted from a variety of public services provided by four non-profit organizations.

Maintain and Preserve Existing Housing: Rebuilding Together Silicon Valley (RTSV) preserves affordable housing by providing safety, energy efficiency, accessibility repairs, and improvements to qualified low-income homeowners and renters. RTSV made housing repairs for 27 Milpitas households (26 homeowners and 1 renter).

Public Services for Children and Youth: Child Advocates of Silicon Valley is the only agency in the County that provides court-appointed volunteers (CASA) to each foster child. Child Advocates of Silicon Valley served and connected 9 Milpitas foster children youth and children to CASAs.

Public Services for Domestic Violence Support: A total of 78 individuals benefitted from a variety of domestic violence survivor services provided by two non-profit organizations.

Public Services for Seniors: A total of 553 individuals benefitted from a variety of senior services provided by seven non-profit organizations.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City solicited input throughout the development process of the FY 2024-25 AAP. During the development of the FY 2024-25 AAP, two public hearings and a community meeting were held to solicit public comment to help identify community needs. The First Public Hearing was held during the drafting phase of the AAP. The Second/Final Public Hearing Meeting is took place June 18, 2024.

Public Hearing #1

The First Public Hearing was held on February 6, 2024, to solicit public comment on the applications submitted. A total of twelve (12) public comments were provided. Nine (9) public comments were from prospective applicants summarizing its proposed activities and how the activities would benefit Milpitas residents.

Community Meeting

On March 13, 2024, the Community Advisory Commission (CAC) held a public meeting to review the applications received, hear from the applicants, and rank priority areas. The commissioner's feedback was incorporated into the final allocation recommendations for the June 18, 2024, public hearing meeting. Eleven (11) public comments were heard from prospective applicants summarizing their proposed activities and impact.

Public Hearing #2

The Second/Final Public Hearing was held on June 18, 2024, to solicit public comment on the proposed funding allocations. A total of ten (10) public comments were provided. Nine (9) public comments were from prospective applicants emphasizing the importance of funding their activities.

Public Noticing

Per the City of Milpitas' adopted Citizen Participation Plan, the City held a 30-day public review comment period for the Annual Action Plan. The City published notifications of upcoming public

hearings and the 30-day public review comment period in a local newspaper of general circulation, copies at the front desk and local Library, on the City's CDBG webpage, and via email blasts to stakeholders. The City held two advertised public hearings on February 6, 2024, and June 18, 2024.

On December 8, 2023, the City announced the opening of the FY2024-2025 CDBG application period. The application period opened on December 8, 2023, and remained available through January 8, 2024. The announcement was made via a Notice of Funding Availability. The public notice was distributed to the current CDBG subgrantees, CDBG interest email list, and other community members. Additionally, the public notice and the application were physically available at City Hall's Permit Center and the Milpitas Library for the public. Lastly, the public notice was published in the Milpitas Post on December 8, 2023. The application was accessible via our Federal Program webpage.

On January 19, 2024, the City announced the First Public Hearing and made available the draft FY24-25 Annual Action Plan for the public review comment period in a local newspaper of general circulation, copies at the front desk and local Library, on the City's CDBG webpage, and via email blasts to stakeholders. The notice was published in the Milpitas Post on January 19, 2024, and the draft AAP was accessible via our Federal Program Webpage.

On May 17, 2024, the City announced the Second Public Hearing for the public review comment period in a local newspaper of general circulation, copies at the front desk and local Library, on the City's CDBG webpage, and via email blasts to stakeholders. The Annual Action Plan's 30-day public review period occurred from May 17, 2024, through June 17, 2024.

On December 6, 2024, the City announced a public hearing to consider a substantial amendment and made available the draft 2022-25 Consolidated Plan and the 2024-25 Annual Action Plan for public review comment period. The notice was in a local newspaper of general circulation, copies at the front desk and local Library, on the City's CDBG webpage, and via email blasts to stakeholders. The 30-day public review period occurred from December 6, 2024, through February 3, 2025.

On March 21, 2025, the City announced a public hearing to consider a substantial amendment and made available the draft 2022-25 Consolidated Plan and the 2024-25 Annual Action Plan for public review comment period. The notice was in a local newspaper of general circulation, copies at the front desk and local Library, on the City's CDBG webpage, and via email blasts to stakeholders. The 30-day public review period occurred from March 21, 2025, through May 5, 2025.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

On February 6, 2024, the City Council conducted a Public Hearing to solicit public comment on the FY 2024-25 CDBG applications submitted. Twelve (12) public comments were heard from prospective applicants summarizing their proposed activities and how their activities would benefit Milpitas residents.

On March 13, 2024, staff held a public meeting to solicit community and CAC feedback on the proposed FY 2024-25 Annual Action Plan as well as the applicants applying for CDBG funding. Commissioners received comments from the prospective FY 2024-25 CDBG applicants. A total of eleven (11) comments were provided from applicant organizations describing their proposed project and how it will benefit Milpitas residents. Each Commissioner then provided their feedback on priorities and goals the Council should consider funding with CDBG funds.

On June 18, 2024, the City Council conducted the second/final Public Hearing. Ten (10) public comments were heard from prospective applicants emphasizing the importance of funding their activities.

Will update after May 6, 2025, Public Hearing

6. Summary of comments or views not accepted and the reasons for not accepting them

Will update after May 6, 2025, Public Hearing

7. Summary

Following the Citizen Participation Plan requirements, the City held public hearings on February 6 and June 18, 2024.

On January 19, 2024, the City Posted the draft FY24-25 Annual Action Plan on its website to provide opportunities for public comment. The document is posted at this URL:

https://www.milpitas.gov/922/CDBG-Plans-Reports

Will update after May 6, 2025, Public Hearing

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

The City of Milpitas is the lead agency and administrator for CDBG entitlement funds.

Agency Role	Name	Department/Agency
CDBG Administrator	City of Milpitas	Housing

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Sarah Balcha
Acting Housing Official
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Administrative Analyst II
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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The FY 2024-25 AAP is a one-year plan that describes eligible projects and activities to be completed according to current priorities outlined in the 2022-25 Consolidated Plan. The AAP was prepared by Housing staff with input from a variety of local and regional stakeholders.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City will continue to work with organizations to provide programs and services for low- and moderate-income residents. The City participates in a monthly regional CDBG/ Housing Coordinators meeting with all local jurisdictions, which often includes the County Santa Clara Office of Supportive Housing (OSH), to discuss housing cooperation. City staff continues to maintain dialogue with all service providers, public and private to enhance services and connect with service providers for better coordination of service deliveries.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Santa Clara County Office of Supportive Housing is the administrator of the Santa Clara County Continuum of Care (CoC). The CoC is a multi-sector group of stakeholders guiding the implementation of the County's housing and service system to meet the needs and prevent and end homelessness. This includes: 1) permanent housing, 2) emergency shelter with outreach and assessment services, 3) transitional housing with support services, and 4) prevention services.

In 2020, the City of Milpitas participated in the preparation of the Community Plan to End Homelessness in Santa Clara County. The Plan identifies strategies to address the needs of homeless people in the county. On October 6, 2020, the City Council endorsed the 2020-2025 Santa Clara County Community Plan to End Homelessness.

The City is currently looking for a partner in homeless outreach. We plan to have a combined in-house and third-party approach to end homelessness. The City is projected to onboard a new homeless outreach provider prior to the start of the new fiscal year. In alignment with City Council priorities, our new outreach provider will be dedicated to overseeing the City's current unhoused response and adding capacity to further enhance unhoused and at-risk resident services.

Additionally, City Staff attend monthly regional CDBG/ Housing Coordinators meetings. Meetings serve the purpose of identifying gaps in homeless services and funding priorities to address homelessness

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Milpitas does not receive Emergency Shelter Grant (ESG) funding however the City participates with the CoC to address homeless issues.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1	**Agency/Group/Organization**	Catholic Charities of Santa Clara County
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The surrounding organizations were contacted via email, Milpitas Post, and City's website. A staff member from Catholic Charities attended to voice the need for those living in long-term care.
2	**Agency/Group/Organization**	CityTeam
	Agency/Group/Organization Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs- Chronically Homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The surrounding organizations were contacted via email, Milpitas Post, and City's website. A staff member from CityTeam attended to voice the need for the unhoused.
3	**Agency/Group/Organization**	Healthier Kids Foundation
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The surrounding organizations were contacted via email, Milpitas Post, and City's website. A staff member from the Healthier Kids Foundation attended to voice the need for the Refugee and Immigrant School Linked Services Manager for the Milpitas Unified School District (MUSD).
4	**Agency/Group/Organization**	Hope for the Unhoused

	Agency/Group/Organization Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs- Chronically Homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The surrounding organizations were contacted via email, Milpitas Post, and City's website. A staff member from Hope for the Unhoused attended to voice the need for the unhoused.
5	**Agency/Group/Organization**	Knights of Columbus
	Agency/Group/Organization Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs- Chronically Homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The surrounding organizations were contacted via email, Milpitas Post, and City's website. A staff member from the Knights of Columbus attended to voice the need for the unhoused.
6	**Agency/Group/Organization**	Project Sentinel
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Other
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The surrounding organizations were contacted via email, Milpitas Post, and City's website. A staff member from Project Sentinel attended to voice the need for fair housing rights.
7	**Agency/Group/Organization**	Rebuilding Together Silicon Valley (RTSV)
	Agency/Group/Organization Type	Services-Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The surrounding organizations were contacted via email, Milpitas Post, and City's website. A staff member from Rebuilding Together Silicon Valley attended to voice the need for continued services for critical repairs and accessibility modifications for low-income homes.
8	**Agency/Group/Organization**	Senior Adult Legal Assistance (SALA)
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The surrounding organizations were contacted via email, Milpitas Post, and City's website. A staff member from Senior Adult Legal Assistance attended to voice the need for continuing legal services for senior person(s).
9	**Agency/Group/Organization**	Terrace Gardens Senior Housing, Inc.
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The surrounding organizations were contacted via email, Milpitas Post, and City's website. A staff member from Terrace Gardens attended to voice the need for services for senior person(s).

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The City did not consult with nearby correctional facilities or child welfare entities. The organization has various partnerships with the County and the City works with those organizations indirectly through the several partnerships through the County and sub-recipients funded and outlined in this Action Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Regional Continuum of Care Council	The Continuum of Care works to alleviate the impact of homelessness in the community through the cooperation and collaboration of social service providers. This effort aligns with the Strategic Plan's goal to support activities to prevent and end homelessness.
Housing Element	City of Milpitas	The Housing Element serves as a policy guide to help the City meet its existing and future housing needs. This effort aligns with the Strategic Plan's goal to assist in the creation and preservation of affordable housing. The California Department of Housing and Community Development (HCD) certified the City's 2023-2031 Housing Element on May 17, 2023.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The citizen participation process includes holding several public community meetings and workshops for maximum citizen participation. City staff worked closely with the City's Community Advisory Commission (CAC) to hold a public meeting for the Commission and community to understand and participate in the CDBG process. The CAC held a public meeting on March 13, 2024, to discuss the priorities, goals, and funding allocations for the FY 2024-25 Annual Action Plan.

The City conducted four publicly noticed meetings to discuss CDBG allocations, two of which were public hearings. Noticing for the public hearings was done per the Citizen Participation Plan.

Per the City's adopted Citizen Participation Plan, the City is to allow a 30-day public review and comment period for the Annual Action Plan. The City has published notifications of upcoming public hearings and the 30-day public review comment period in the local newspaper, at the City's front desk, Milpitas Library, on its CDBG webpage, and via email blasts to stakeholders. The City held two advertised public hearings on February 26, 2024, and June 18, 2024. The Annual Action Plan 30-day public review comment period occurred from May 17, 2024, through June 17, 2024.

On April 25, 2024, the City posted the draft FY 2024-25 Annual Action Plan on its website to provide opportunities for public comment. The documents were posted at this URL: https://www.milpitas.gov/475/Federal-Program-Community-Development-Bl

The City held a public meeting with the CAC on March 13, 2024, to review applications and hear applicant presentations. The Commissioners deliberated and made their recommendations to the City Council. Recommendations were synthesized into the staff's agenda report. This narrative and report were presented at the June 18th public hearing. Eleven (11) public comments were heard from prospective applicants summarizing their proposed activities and how their activities would benefit Milpitas residents.

On February 6, 2024, the City Council conducted a public hearing for the funding allocations for the FY 2024-25 Community Development Block Grant Annual Action Plan. Eleven (11) public comments were heard from prospective applicants summarizing their proposed activities and how their activities would benefit Milpitas residents. One (1) public comment was heard from a Milpitas resident.

Saff incorporated the first public hearing and CAC meeting feedback into the final allocation recommendations for the final public hearing meeting.

On June 18, 2024, the City held the second/final public hearing. Ten (10) public comments were heard from prospective applicants. Nine (9) public comments were from prospective applicants emphasizing the importance of funding their activities.

Staff noted the comments received at the final public hearing and will bring recommendations to a future City Council meeting.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad/Website	Non-targeted/broad community	Opening the application period	No comments were received	N/A	https://www.milpitas.gov/924/CDBG-Notices
2	Newspaper Ad/Website	Non-targeted/broad community	Public Hearing #1 Notice	No comments were received	N/A	https://www.milpitas.gov/924/CDBG-Notices
3	City Council Meeting City Public Hearing #1	Non-targeted/broad community	50 Attendees	The City Council heard 12 comments from the public/applicants	N/A	https://www.youtube.com/watch?v=BFIWKFaqFeI
4	Public Meeting (CAC)	Non-targeted/broad community	25 Attendees	The Community Advisory Commission (CAC) heard 11 comments from the applicants. The commissioners provided their feedback on priorities and goals the City Council should consider funding with CDBG funds.	N/A	https://milpitasca.portal.civicclerk.com/event/1604/files/agenda/3321
5	Newspaper Ad/Website	Non-targeted/broad community	Public Hearing #2 Notice	No comments were received	N/A	https://www.milpitas.gov/924/CDBG-Notices
6	City Council Meeting City Public Hearing #2	Non-targeted/broad community	50 Attendees	The City Council heard 10 comments from the public/applicants	N/A	https://www.milpitas.gov/924/CDBG-Notices

Table 4 – Citizen Participation Outreach

Will update after May 6, 2025, Public Hearing

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Milpitas received an entitlement allocation amount of $592,161. The City will allocate CDBG funds to eligible activities that address the needs identified in the Consolidated Plan. Prior Year resources in the amount of $594,882.86 and current program income of $81,085.24 from a revolving loan fund. Revolving loan funds will be re-allocated to continue the City's Microenterprise Assistance Grant Program and Rebuilding Together Silicon Valley. Additional Prior Year resources in the amount of $191,094.35 from unused entitlement funding from past years and recent repayments to HUD will be reallocated to new program year. 20% of the program income earned from RL in the current year ($16,217.05/$81,085.20) will be allocated to program administration. The remaining revolving loan funds will be reallocated for use next program year.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	Public-Federal	Admin and Planning Economic Development Housing Public Improvements Public Services	$592,161	~~$0.00~~ 81,085.24	~~$819,050.96~~ 901,410.96	~~$1,411,211,96~~ 1,574,657.20	$0.00	Prior Year resources from revolving loan funds will be re-allocated to RTSV & MEAP.

Table 5 - Expected Resources – Priority Table

Should the Program Income resources be higher than estimated, the excess funds shall be allocated to the Rehabilitation Loan Program.

Should the Program Income resources be lower than estimated, funds allocated for the Rehabilitation Loan Program will be reduced.

Should any agency refuse the allocation, excess funds will be reassigned accordingly based on community and City Council Priority.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Not applicable, the City does not match federal funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

There are three parcels controlled by the City. One parcel, located at 1432 S. Main Street, is owned by Milpitas Housing Authority and is approximately 0.9 acres in size. Currently, the parcel is occupied by commercial tenants, but the land is zoned as high-density multi-family residential. In January 2022, City Council directed staff to sell the parcel owned by the Milpitas Housing Authority with the intent that the buyer will develop affordable housing. The sale of this parcel is expected by summer 2023.

The other two parcels, approximately 1.7 acres, are located adjacent to the Milpitas Housing Authority property and is owned by the City of Milpitas. That City parcels are also occupied by commercial businesses but is also zoned for multi-family residential use. Staff is awaiting City Council direction for this parcel.

Discussion

Please see the discussion above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Maintain and Preserve Existing Housing	2022	2025	Affordable Housing Non-Homeless Special Needs	Citywide	Affordable Housing Development and Preservation	$750,882.86	~~32~~ 25 Homeowner housing rehabilitated
2	Affordable Housing Rental Rehabilitation	2022	2025	Non-Housing Community Development	Citywide	Affordable Housing Development and Preservation	$199,999.00	148 Homeowner housing rehabilitated
3	Community Funding/Public Services	2022	2025	Homeless Non-Homeless Special Needs	Citywide	Community Services	$30,000.00	162 persons assisted - Public service activities other than LMI housing benefit
4	Fair Housing	2022	2025	Affordable Housing Non-Homeless Special Needs	Citywide	Community Services	$21,000.00	106 persons assisted - Public service activities other than LMI housing benefit
5	Public Services for Children and Youth	2022	2025	Non-Homeless Special Needs Non-Housing Community Development	Citywide	Community Services	$10,000.00	4 persons assisted - Public service activities other than LMI housing benefit
6	Public Services for Seniors	2022	2025	Non-Homeless Special Needs Non-Housing Community Development	Citywide	Community Services	$30,000.00	40 persons assisted - Public service activities other than LMI housing benefit
7	Public Services for Domestic Violence Support	2022	2025	Non-Homeless Special Needs	Citywide	Community Services	$18,824.15	52 persons assisted- Public service activities other than LMI housing benefit
8	Assist Microenterprises and Small Businesses	2022	2025	Non-Housing Community Development	Citywide	Economic Development	$368,000.00	40 micro-enterprises assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Maintain and Preserve Existing Housing
	Goal Description	Homeowner Housing Rehabilitation
2	**Goal Name**	Affordable Housing Rental Rehabilitation
	Goal Description	Rental Units Rehabilitated
3	**Goal Name**	Community Funding/Public Services
	Goal Description	Public service activities other than Low/Moderate Income Housing Benefit
4	**Goal Name**	Fair Housing
	Goal Description	Public service activities other than Low/Moderate Income Housing Benefit
5	**Goal Name**	Public Services for Children and Youth
	Goal Description	Public service activities other than Low/Moderate Income Housing Benefit
6	**Goal Name**	Public Services for Seniors
	Goal Description	Public service activities other than Low/Moderate Income Housing Benefit
7	**Goal Name**	Public Services for Domestic Violence Support
	Goal Description	Public service activities other than Low/Moderate Income Housing Benefit
8	**Goal Name**	Public Improvements-Accessibility & Improving Public Facilities
	Goal Description	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit
9	**Goal Name**	Assist Microenterprises and Small Businesses
	Goal Description	Businesses Assisted

Projects

AP-35 Projects – 91.220(d)

Introduction

The Consolidated Plan goals represent high-priority needs for the City of Milpitas and serve as the basis for the strategic actions the City will use to meet these needs. The City of Milpitas only receives Community Development Block Grant (CDBG) funding. If available and recommended in certain circumstances, the City Council may also augment the funds and contributions from local funds, such as the Housing Authority Fund. All the funds mentioned, are in efforts to serve and improve the lives of low- and moderate-income persons in Milpitas.

Projects

#	Project Name
1	Catholic Charities of Santa Clara County
2	Child Advocates of Silicon Valley
3	CityTeam
4	City of Milpitas
5	Hope for the Unhoused
6	Next Door Solutions to Domestic Violence
7	Project Sentinel-Fair Housing
8	Project Sentinel-Tenant/Landlord
9	Rebuilding Together Silicon Valley
10	Senior Adults Legal Assistance
11	Silicon Valley Independent Living Center
12	Sourcewise
13	Terrace Gardens
14	YWCA Golden Gate Silicon Valley
15	Program Administration
16	Home Rehabilitation Loan Program

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities are derived through qualitative research such as surveys, public meetings, public hearings, and other avenues of resident input. The research has impacted the priority needs that address the most vulnerable population in our communities and the City Council has established the priorities to address those underserved needs. The main obstacle is the lack of available funding and lack of flexibility in CDBG funding. As only 15% of the grant is available for public service activities, this severely limits the use of funds on addressing high-priority needs.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Catholic Charities of Santa Clara County
	Target Area	Citywide
	Goals Supported	Public Services for Seniors
	Needs Addressed	Community Services
	Funding	CDBG: $10,000
	Description	Investigate and resolve complaints for seniors and disabled adults in long-term care facilities.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	4
	Location Description	All long-term care facilities in Milpitas.
	Planned Activities	Site visits to long-term care facilities and nursing homes and provide case management for those clients with open cases.
2	**Project Name**	Child Advocates of Silicon Valley
	Target Area	Citywide
	Goals Supported	Public Services for Children and Youth
	Needs Addressed	Community Services
	Funding	CDBG: $10,000
	Description	Provides court-appointed youths with volunteers to maintain life-long mentorship and guidance.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	4
	Location Description	Milpitas, CA
	Planned Activities	The organization will recruit, and train volunteers and provide essential mentors and guidance for youth.
3	**Project Name**	CityTeam
	Target Area	Citywide
	Goals Supported	Community Funding/Public Services
	Needs Addressed	Community Services
	Funding	CDBG: $5,000

	Description	CityTeam's Hope on Wheels food truck provides a warm-cooked meal to unhoused individuals.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	50
	Location Description	Milpitas, CA
	Planned Activities	Food distribution to the unhoused.
4	**Project Name**	City of Milpitas
	Target Area	Citywide
	Goals Supported	Assist Microenterprises and Small Businesses
	Needs Addressed	Economic Development
	Funding	CDBG: $220,000
	Description	The Milpitas Microenterprise Assistance Grant Program will provide funding to microenterprise businesses.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	40
	Location Description	Milpitas, CA
	Planned Activities	Support Milpitas microenterprises.
5	**Project Name**	Hope for the Unhoused
	Target Area	Citywide
	Goals Supported	Community Funding/Public Services
	Needs Addressed	Community Services
	Funding	CDBG: $5,000
	Description	This mobile service center would provide a weekly one stop shop for unhoused to get food, water, clothing, essentials (tents, sleeping bag), hygiene kit, device recharging, etc. It would also provide the unhoused the ability to get assessed (VI-SPDAT), request additional support such as medical issues (VHHP - Valley Med Backpack Team), request or get status on case management items (e.g., ID, Social Security, EBT, GA/VA)
	Target Date	6/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	40
	Location Description	Milpitas, CA
	Planned Activities	Provide essentials to unhoused individuals.
6	**Project Name**	Next Door Solutions to Domestic Violence
	Target Area	Citywide
	Goals Supported	Public Services for Domestic Violence Support
	Needs Addressed	Community Services
	Funding	CDBG: $9,412.08
	Description	Provide Support Services for survivors of domestic violence by providing emergency shelter, crisis counseling, safety strategies, community and systems advocacy, support groups, and case management.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	37
	Location Description	Milpitas, CA
	Planned Activities	Next Door Solutions provides peer counseling, advocacy, legal help, and support groups. Additionally, Next Door Solutions to Domestic Violence provides safe emergency shelter to victims of domestic violence and their children within a confidential and protected environment.
7	**Project Name**	Project Sentinel-Fair Housing
	Target Area	Citywide
	Goals Supported	Fair Housing
	Needs Addressed	Community Services
	Funding	CDBG: $21,000
	Description	Milpitas residents and those seeking to reside in Milpitas will have their civil rights protected with fair housing education, counseling, investigation, and enforcement actions.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	106
	Location Description	Milpitas, CA
	Planned Activities	Handle Fair Housing cases, and provide public presentations and education.
8	**Project Name**	Project Sentinel-Tenant/Landlord
	Target Area	Citywide

	Goals Supported	Community Funding/Public Services
	Needs Addressed	Community Funding/Public Services
	Funding	CDBG: $10,000
	Description	Through education and counseling, housing providers (owners and property managers) and tenants will understand their respective rights and obligations. Rental housing disputes will be resolved through mediation, conciliation, and empowerment.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	30
	Location Description	Milpitas, CA
	Planned Activities	Tenant/landlord dispute resolution through counseling and education.
9	**Project Name**	Rebuilding Together Silicon Valley
	Target Area	Citywide
	Goals Supported	Maintain and Preserve Existing Housing
	Needs Addressed	Affordable Housing Development and Preservation
	Funding	CDBG: $156,000
	Description	Funding to provide critical home repairs, rehabilitation, accessibility, and mobility services work to low-income homeowners in Milpitas.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	15 units
	Location Description	Milpitas, CA
	Planned Activities	Rehabilitate very low-, low-low-income households at no cost.
10	**Project Name**	Senior Adults Legal Assistance
	Target Area	Citywide
	Goals Supported	Public Services for Seniors
	Needs Addressed	Community Services
	Funding	CDBG: $10,000
	Description	Legal services in the form of advice/referrals, consultations/brief service, and legal representation will be provided to Milpitas elders in areas of law common to SALA's target population including, but not limited to, the following: Public Benefits; Housing; Elder Abuse/Domestic Violence; Nursing Homes/Alternatives; Planning for Incapacity; Consumer/Finance; and Personal Affairs.

	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	16
	Location Description	Barbara Lee Center, Phone, or San Jose Office
	Planned Activities	Legal assistance to seniors.
11	**Project Name**	Silicon Valley Independent Living Center
	Target Area	Citywide
	Goals Supported	Community Funding/Public Services
	Needs Addressed	Community Services
	Funding	CDBG: $10,000
	Description	The Housing Service project will assist individuals with disabilities in acquiring the knowledge and skills needed to secure or maintain affordable, accessible housing.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	42
	Location Description	Barbara Lee Center, Phone, Central Office
	Planned Activities	Provide housing search assistance to LMC Milpitas residents with disabilities at risk of eviction.
12	**Project Name**	Sourcewise
	Target Area	Citywide
	Goals Supported	Public Services for Seniors
	Needs Addressed	Community Services
	Funding	CDBG: $10,000
	Description	Ensure critical, ongoing meal services and wellness checks for Milpitas' older low-income adult residents.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	20
	Location Description	Milpitas, CA
	Planned Activities	Provide seniors with nutritious, home-delivered meals.
13	**Project Name**	Terrace Gardens Senior Housing – Capital
	Target Area	Citywide
	Goals Supported	Affordable Housing Rental Rehabilitation
	Needs Addressed	Affordable Housing Development and Preservation
	Funding	$199,999.00
	Description	Replace "Community Building" and "E" & "F" buildings roofs.

	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	148
	Location Description	186 Beresford Court
	Planned Activities	Funding will be used to replace three roofs at Terrace Gardens.
14	**Project Name**	YWCA Golden Gate Silicon Valley
	Target Area	Citywide
	Goals Supported	Public Services for Domestic Violence Support
	Needs Addressed	Community Services
	Funding	CDBG: $9,412.07
	Description	Provide residents with domestic violence supportive services.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	15
	Location Description	Milpitas, CA
	Planned Activities	24-hour Support Line; emergency shelter; emergency response calls from law enforcement; crisis counseling, individual therapy, and support groups for adults and children; medical advocacy; transportation; criminal justice and social service advocacy; temporary restraining orders; court accompaniment; and children's programming.
15	**Project Name**	Program Administration
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	CDBG: $~~97,432.20~~ 113,649.25
	Description	Program Administration
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Program Administration
	Location Description	Milpitas, CA
	Planned Activities	Program Administration
16	**Project Name**	~~Home Rehabilitation Loan Program~~
	Target Area	Citywide
	Goals Supported	Maintain and Preserve Existing Housing
	Needs Addressed	Affordable Housing Development and Preservation

	Funding	RL: $~~594,882.86~~
	Description	Rehabilitate very low-, low- income households
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	6
	Location Description	Milpitas, CA
	Planned Activities	Rehabilitate very low-, low- income households

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Not applicable. The City of Milpitas does not set geographic concentration areas for assistance. No census tracts in the city limits identify any area as a slum. Instead, the City helps fund organizations that provide supportive services to low- and moderate-income residents.

Geographic Distribution

Target Area	Percentage of Funds
Milpitas	**100%**

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Not applicable.

Discussion

Not applicable.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City adopted an Affordable Housing Ordinance No. 297 on June 12, 2018. The Affordable Housing Ordinance requires that all new developments over 10 units must construct 15% of the total number of dwelling units to be affordable. For example, a developer wants to build an apartment complex with 20 units. A total of 3 units (15%) will need to be deemed affordable to comply with the City's Affordable Housing Ordinance. On March 5, 2019, the City established residential and non-residential affordable housing fees. On February 1, 2022, the City Council approved changes to the Affordable Housing Ordinance to encourage more on-site housing construction, to help the City meet its Regional Housing Needs Allocation (RHNA) goals, and to add clarity and consistency throughout the ordinance.

In addition to our Affordable Housing Ordinance, the City typically allocates funding resources to Rebuilding Together Silicon Valley Independent and Terrace Gardens. These organizations help support low-income homeowners and renters and seniors stay housed.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	163
Special-Needs	0
Total	163

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	163
Acquisition of Existing Units	0
Total	163

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The City anticipates allocating resources to Rebuilding Together Silicon Valley and Terrace Gardens.

Rebuilding Together Silicon Valley assists low-income homeowners and renters with critical repairs. The resources allocated to Rebuilding Together would serve 26 low-income homeowners and renters in Milpitas, a total of 15 units.

Terrace Gardens is a deed-restricted very-low- and low-income affordable housing seniors' rental development. The allocation would be for capital repairs to the common area which would benefit 148 affordable housing units.

Total benefit of these two activities would be 163.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Milpitas currently does not have any public housing. However, there is a project-based Section 8 property in the City, the Sunnyhills Apartments. The Sunnyhills Apartments is a 171-unit development in which 149 units receive project-based Section 8 vouchers. The project-based Section 8 vouchers subsidize assistance for each unit with the Department of Housing and Urban Development, establishing fair market rent for the area and what the tenant can afford to pay. The goal is to be competitive with the local market thus incentivizing the owner to rent to low-income households.

Actions planned during the next year to address the needs to public housing

Not applicable. There is no public housing within the city.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable. There is no public housing within the city.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

Not applicable.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The County of Santa Clara and the City have designated homelessness as a critical issue. In Santa Clara County's 2023 Point-in-Time Census & Survey Comprehensive Report, the survey identified a total of 142 unsheltered homeless persons in Milpitas. Notably, there was a 48% decrease in unsheltered homeless persons in Milpitas. The decrease demonstrates that the homelessness crisis in the City is improving. With that being said, the City strives to solve and provide resources to individuals experiencing homelessness. Given the complexity of homelessness, interagency and interregional collaboration is crucial in solving the homeless issue.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

November 10, 2020, the City Council approved and authorized staff to enter into an agreement for homeless outreach, assessment, and street-based case management services with Santa Clara County. A new contract was executed in December 2022 to continue homeless outreach through December 2023. As of April 2024, the City is preparing to launch a Request for Proposal (RFP) to enter into a new contract for homeless outreach and assessments.

In December 2020, the City Council authorized staff to contract with WeHOPE to provide mobile shower and laundry services in Milpitas. In June 2023, the City Council approved to fund WeHOPE for an additional 3 years.

The City's Housing team will continue to explore resources that can further benefit the homeless population in Milpitas.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Milpitas will address emergency shelter and transitional housing needs of homeless persons by continuing to coordinate services between the City's Police, Building Safety & Housing, and Public Works Departments and our local service providers, such as LifeMoves. The City's Rent and Mortgage Relief program does allow for emergency housing relief for foster children or homeless families with school age children experiencing temporary homelessness. Funds can be used for obtaining temporary,

secure housing (motel, hotel, etc.) followed by additional assistance for rent/deposit relief to move into more permanent housing.

CDBG Funded

- Next Door Solutions to Domestic Violence: Next Door Solutions to Domestic Violence provides client-centered, community-based supportive services for victims of domestic violence and his/her children. The organization also provides undisclosed emergency shelter when requested and needed by the individual and/or family.
- YWCA Silicon Valley (YWCA): YWCA Silicon Valley empowers women and her children to end racism and violence through offering supportive services for self-improvement and undisclosed emergency shelter for short-term to a longer amount of time if needed. YWCA also provides clients referrals to permanent housing if possible, and available.

Other Funded Programs

- The City of Milpitas has an Emergency Motel Stays Program which provides up to three nights of temporary shelter at a Milpitas hotel for unhoused individuals and families.
- The City's Rent and Mortgage Relief program eligible uses include:
    - Eviction Protection
    - Domestic Violence Relocation
    - Child and Family Homelessness Relief
        - Emergency housing relief for foster children or homeless families with school-age children experiencing temporary homelessness. Funds can be used for obtaining temporary, secure housing (motel, hotel, etc.) and then be used for rent/deposit relief to move into more permanent housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City's Rent and Mortgage Relief program allows for emergency housing relief for foster children or homeless families with school-age children experiencing temporary homelessness. Funds can be used for obtaining temporary, secure housing (motel, hotel, etc.) followed by additional assistance for rent/deposit relief to move into more permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly

funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Milpitas does not currently have an institutional discharge policy. The City collaborates with the Santa Clara County CoC, who recently updated their Quality Assurance Standards to include a homeless discharge coordination policy.

The County CoC endeavors to provide guidance and resources to those released from institutions. The discharge policy includes access to reentry resource centers where, for example, an VI-SPIDAT could be administered. The VI-SPIDAT measures the acuity level of an individual and is used to inform what type of support or housing needs are required. It also serves as the entry point for access to other resources or supportive services, such as residential or outpatient treatment, transitional housing, or emergency shelter access.

CDBG and City Local Funds

- Rent Relief Program: The City's Rent Relief program began in 2019 and expanded to a Rent and Mortgage Relief program in 2021. The rent relief portion assists with rent/deposit relief, eviction protection, domestic violence relocation, child and family homelessness relief, and section 8 good faith deposits.
- Workforce Housing Rental Assistance Program: Through a California Housing and Community Development (HCD) grant known as the Permanent Local Housing Allocation (PLHA), the City of Milpitas will be funding 50 households at or below 30% of the Area Median Income with a rental subsidy of $645 per month for 24 months.
- Child Advocates of Silicon Valley: Child Advocates connect court-appointed special advocates (CASAs) to foster children. These volunteers must make a commitment to the children for a long-term, many for his or her entire life. The consistent support of CASA is often the only adult who has steadily remained with the child, providing crucial mentorship.
- Seniors Adults Legal Assistance (SALA): SALA is committed to providing free legal services to seniors. Legal services that SALA provides range from public benefits, long-term care, alternatives to institutionalization, elder abuse, long-term care insurance, incapacity planning, probate, simple wills, and housing – related to Landlord-Tenant issues. Often, many seniors do not know his or her housing rights or sign over the will of their house without knowing, and with

fixed income, many are unable to provide legal help. SALA provides legal help free of charge for these low to extremely low-income seniors.

Discussion

Please see the discussion above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Along with other jurisdictions in Santa Clara County, the City of Milpitas is facing many obstacles in creating more affordable housing. The many constraints that the City is facing are the limited amount of developable land, government constraints, infrastructure and public facilities constraints, environmental, and financing and construction costs.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Resolution No. 8523

The City adopted Resolution No. 8523 on February 2, 2016, which recognizes homelessness as a crucial problem in the County and will help contribute to future affordable housing projects that will house the homeless.

Affordable Housing Ordinance

On June 12, 2018, the City Council adopted Affordable Housing Ordinance No. 297 which requires that any new development with 10 or more units must include 15% of the units these units as affordable. The ordinance applies to both rental and ownership developments. In January 2022, the City Council approved changes to the Affordable Housing Ordinance to encourage more on-site affordable housing production.

Density Bonus Ordinance

To attract developers to build affordable units, the Density Bonus Ordinance will allow developers the ability to build above their permitted densities in permitted zoning districts in exchange for the construction of affordable units.

Below Market Rate Home Ownership

The City manages a Below Market Rate (BMR) Home Ownership program for first-time, income-qualified homebuyers. Once a unit from the current BMR housing stock becomes available, a qualified applicant procured by lottery will have the ability to purchase a home in Milpitas at one of the various developments throughout the City.

Fair Housing

Milpitas provides CDBG funds to Project Sentinel. Project Sentinel is a reputable organization that provides expertise in fair housing and tenant-landlord disputes. Services include information, referrals, community outreach and education in several languages other than English, investigation, and resolving

fair housing complaints. In addition, they provide education and outreach to property owners, and property management to become proactive in their housing policies.

Discussion:

The California Department of Housing and Community Development (HCD) certified the City's 2023-2031 Housing Element on May 17, 2023. The adopted 2023-2031 Housing Element states the following actions to remove or ameliorate barriers to affordable housing: build and approve accessory dwelling (ADU) units and expand incentives for ADU production, work with non-profits to rehabilitate mobile and single-family homes, landlord-tenant mediation services, fair housing enforcement, outreach, and education, preservation of at-risk housing, mobile home rent control, analyze impact fees, continue the production of below market rate units and more.

AP-85 Other Actions – 91.220(k)

Introduction:

This section discusses efforts in addressing the underserved needs, expanding and preserving affordable housing, reducing lead-based paint hazards, developing an institutional structure for delivering housing and community development activities, and planning to enhance coordination between public and private housing and social services agencies.

Actions planned to address obstacles to meeting underserved needs

The most significant obstacle to addressing the underserved needs for FY 2024-25 is the lack of sufficient federal, state, and local funds to carry out all the necessary programs, activities, and projects.

The City contributes to meeting underserved needs with other resources and funds, such as:

- The City of Milpitas Affordable Housing Fund is used primarily to increase the number of new affordable housing units. It is funded through fees collected from developers by Affordable Housing Ordinance 297. As an example, the City used these funds to initially fund the Pilot Rent Relief Program the City established in November 2019 and it currently uses these funds for the City's Emergency Motel Stay Program.
- The City provides loans on an ongoing, as-qualified basis for BMR applicants to qualify for purchasing an available BMR unit.
- Measure A Affordable Housing Bond was approved by voters in November 2016 approving 950 million dollars for the County to address housing needs for the most vulnerable residents, those in extremely low-income households.
- American Rescue Plan Act (ARPA) funds have been allocated to the Rent Relief Program which assists low-and moderate-income individuals with up to $5,000.
- In February 2023, the City received its approval letter for its Permanent Local Housing Allocation (PLHA) entitlement. The grant will help cover the homeless outreach and assessment services for the next three years. PLHA will also allow the city to create a Workforce Housing Rental Assistance Program that would offset rent paid by the tenant for a period of greater than 6 months. To qualify, tenants must have a household income of 30% AMI or below.
- In September 2022, the City Council accepted Assemblymember Lee's one-time state funding request, including $1,500,000 for homelessness prevention and unhoused services. While the allocation of the homeless prevention and unhoused programs will be funded, the original request included the continuation of the mobile shower and laundry services, additional rent relief funds, and the establishment of a Milpitas Resource Center.

Actions planned to foster and maintain affordable housing

The City has taken proactive steps to help decrease the barriers to affordable housing through the following resolutions/ordinances:

Resolution No. 8523

The City adopted Resolution No. 8523 on February 2, 2016, which recognizes homelessness as a crucial problem in the County and will consider contributing to future affordable housing projects that will house the homeless. The City is in discussion to create its first 100% permanent supporting housing project in Milpitas.

Affordable Housing Ordinance

On June 12, 2018, the City Council adopted Affordable Housing Ordinance No. 297 which requires that any new development with 10 or more units must include 15% of the units these units as affordable. The ordinance applies to both rental and ownership developments. In January 2022, the City Council approved changes to the Affordable Housing Ordinance to encourage more on-site affordable housing production. The City Council also adopted changes to add clarity and consistency throughout the ordinance.

Density Bonus Ordinance

To attract developers to build affordable units, the Density Bonus Ordinance will allow developers the ability to build above their permitted densities in permitted zoning districts in exchange for the provision of affordable units in the development.

Below Market Rate Ownership

The City manages a Below Market Rate (BMR) Home Ownership program for first-time, income-qualified homebuyers. Once a unit from the current BMR housing stock becomes available, the homebuyer will have the ability to purchase a home in Milpitas at one of the various developments throughout the City. For qualified households, the City also provides a loan of up to $50,000.

Fair Housing

Milpitas provides CDBG funds to Project Sentinel. Project Sentinel is a reputable organization that provides expertise in fair housing and tenant-landlord disputes. Services include information, referrals, community outreach and education in several languages other than English, investigation, and resolving fair housing complaints. In addition, they provide education and outreach to property owners, and property management to become proactive in their housing policies.

Actions planned to reduce lead-based paint hazards

The County of Santa Clara has received funding from the State's Department of Health Service and the Federal Government for the Center for Disease Control to implement a Childhood Lead Poisoning Prevention Program. The funded programs include community outreach screens, case management, and public education to inform low-to-moderate income and older communities. The project will then follow

up with environmental testing, lead-based education, blood-lead testing for children, hazard reduction grants, and follow up with monitoring and testing.

Milpitas has adopted a Lead-Based Paint Management Plan which complies with HUD-Based Paint regulations, which outlines the required states of abatement and remediation for rehabilitation projects. In addition, the City publicizes and identifies lead-based hazards and older residential projects through its Code Enforcement Division and Building Department.

Home rehabilitation projects that are federally funded also require testing for lead-based paints. Residential structures not meeting lead-based paint regulations will go through the process of abatement and remediation of lead-based hazards.

Actions planned to reduce the number of poverty-level families

The City of Milpitas will follow these actions:

- Work with non-profit housing developers to fund and provide more affordable housing opportunities to address the housing crisis and needs of very low and low-income households.
- Provide funding and supportive services to prevent very low-income persons and families from becoming homeless and assist them in ending the cycle of homelessness. Programs such as the Rent Relief Program and the Workforce Housing Rental Assistance Program (WHRAP) help poverty-level families stay housed.
- Provide funding for a variety of services and referrals to assist people in obtaining access to public assistance to prevent poverty. This is typically done through funding various non-profit organizations.

Actions planned to develop institutional structure

The City is striving to improve intergovernmental and private sector cooperation to synergize efforts and resources and develop new revenues for community service needs and the production of affordable housing. Collaborative efforts include:

- Regular monthly meetings between entitlement jurisdictions at the CDBG Coordinators Meeting and Regional Housing Working Group
- Joint jurisdiction Request for Proposals and project review committees
- Coordination on project management for projects funded by multiple jurisdictions.

Actions planned to enhance coordination between public and private housing and social service agencies

The City benefits from a strong jurisdiction and region-wide network of housing and community development partners, such as the County and the CoC. To improve intergovernmental and private sector cooperation, the City will continue to participate with other local jurisdictions and developers in

sharing information and resources.

Discussion:

Please see the discussion above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City of Milpitas returned $149,337.74 to the line of credit. Funds will be reprogrammed in FY 2024-25.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	$0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	$0
3. The amount of surplus funds from urban renewal settlements	$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	$149,337.74
5. The amount of income from float-funded activities	$0
Total Program Income	$149,337.74

Other CDBG Requirements

1. The amount of urgent need activities	$0

City of Milpitas

DRAFT CONSOLIDATED PLAN

Fiscal Year 2022-2025

Substantial Amendment Draft for May 6, 2025

Demo

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Milpitas is located in Santa Clara County and is the fifth largest city within the County with a population of 71,533. Milpitas encompasses an area of approximately 18 square miles and is the home to numerous high-tech companies located in the heart of Silicon Valley. As of 2022, Santa Clara County has one of the highest median incomes in the nation at $151,300 for a family of four. However, many low- and moderate-income residents within the County and City of Milpitas cannot afford the high cost of living required within San Francisco Bay Area.

Every three to five years as required by Department of Housing and Urban Development (HUD), the City of Milpitas must prepare a Consolidated Plan outlining the strategies used to meet a variety of housing and non-housing community needs. The preparation of Milpitas three-Year Consolidated Plan provides the analysis and financial resources to address the housing and non-housing community services of those residents that require assistance in housing and a variety of public services to fit their specific needs.

The Consolidated Plan covers a three-year period, which included maximum citizen participation through public consultation meetings, request for statistical data, research and information to be incorporated into the plan. Notices were provided in the local Milpitas Post and City's Website. Presently, City of Milpitas only receives Community Development Block Grant (CDBG) funds from the Department of Housing and Urban Development. The Consolidated Plan links identified needs in the community to the federal and local resources available to address those needs.

The City of Milpitas' Building Safety and Housing department is the lead agency responsible for the preparation of the Consolidated Plan. The Consolidated Plan was prepared with the cooperation and consultation from numerous agencies, organizations, social service providers, housing providers, non-profit groups and members of the general public.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The objectives and outcomes identified in this Consolidated Plan address the housing and community development needs in Milpitas. The objectives address these priority needs:

- Need: Affordable Housing Development and Preservation
- Maintain and Preserve Existing Housing
- New Affordable Housing

- Affordable Housing Rental Rehabilitation
- Need: Community Services
- Community funding/public services
- Public services for special needs populations
- Public services for low- and moderate-income residents at risk of eviction.
- Fair Housing
- Public services for Children and Youth
- Public services for Seniors
- Public service for Domestic Violence Support
- Need: Community, Public, and Neighborhood Sustainability
- Public improvements including accessibility and improving public facilities.
- Need: Economic Development
- Assist Microenterprises and Small Businesses
- Explore the use of HUD Section 108 Loan Guarantee Program

3. Evaluation of past performance

The City is responsible for ensuring compliance with all rules and regulations associated with the CDBG entitlement grant program. The City's Annual Action Plans and Consolidated Annual Performance and Evaluation Reports (CAPER) have provided many details about the goals, projects and programs completed by the City over the past five years. A review of past consolidated annual performance and evaluation reports reveals a strong record of performance in the use of CDBG funds.
The City will meet or exceed the quantitative goals and objectives of its previous Consolidated Plan. The process implemented by the City has been effective with an annual evaluation of funding allocation and a bi-annual review of funding priorities. The City recognizes that the evaluation of past performance is important to ensure the City is implementing activities effectively.

4. Summary of citizen participation process and consultation process

The City initiated the citizen participation process in November 2021 by distributing a Consolidated Plan Community Survey to residents in Milpitas. In December, at the Community Advisory Commission (CAC) meeting, the City invited residents and potential CDBG stakeholders to attend and provide public comment on how they feel CDBG funds should be prioritized in the upcoming FY 22-25 Consolidated Plan.
Over 80 different agencies, organizations, social service providers, housing providers, non-profits groups, and members of the general public were contacted to participate in the public meetings to receive input and feedback on the preparation of the three-Year Consolidated Plan. The city held public meetings on December 1, 2021, and March 3, 2022, and public hearings on April 5 and June 14, 2022. The City held a public meeting with the Community Advisory Commission (CAC) on March 2, 2022 to review applications and hear applicant presentations. The CAC made their recommendations for funding to the City Council. Nineteen (19) public comments were heard from prospective applicants

summarizing their proposed activities and how their activities would benefit Milpitas residents.
On March 4, 2022, the City placed an advertisement in the Milpitas post for the April 5 and May 3, 2022 City Council meetings. The notice of public hearing is to review funding applications for the FY22-25 Consolidated Plan and FY22-23 CDBG funding year.
On April 1, 2022, the City posted the draft FY22-25 Consolidated Plan and draft FY22-23 Annual Action Plan on its website to provide opportunities for public comment. The documents were posted at this url: http://www.ci.milpitas.ca.gov/milpitas/departments/federalprogram-community-development-block-grant-cdbg/.

On April 5, 2022, the City Council conducted a Public Hearing to Discuss the FY2022-25 Consolidated Plan goals and funding allocations for FY2022-23 Community Development Block Grant and corresponding Annual Action Plan. Twelve (12) public comments were heard from prospective applicants summarizing their proposed activities and how their activities would benefit Milpitas residents.
The CDBG allocations were published on May 13, 2022. After the CDBG allocations were published, the City notified its residents and active CDBG community that the second public hearing to discuss the FY2022-25 Consolidated Plan goals and funding allocations for FY2022-23 Community Development Block Grant and corresponding Annual Action Plan would be held on June 14, 2022.
On June 14, 2022, the City held the second public hearing. Nine (9) public comments were heard from prospective applicants summarizing their proposed activities and how their activities would benefit Milpitas residents.

5. Summary of public comments

At the December 1, 2021, Community Advisory Commission meeting, staff provided a brief presentation on the fiscal year 2022-2025 CDBG Consolidated Plan process, including an overview of the results of the Consolidated Plan Community Survey, and a timeline of events for the upcoming fiscal year. Seven consultants from various public and private agencies that provide housing, health services, and other social services provided comments to the Commission. One member of the community provided public comment to the Commission in support of the services discussed during the meeting.
On March 2, 2022, the CAC received a staff presentation on, as well an overview of, the 23 simplified applications received for CDBG funding. The Commission heard 19 comments from the applicants. Each Commissioner then provided their feedback on priorities and goals the Council should consider funding with CDBG funds.
On April 5, 2022, the City Council conducted a Public Hearing to Discuss the FY2022-25 Consolidated Plan goals and funding allocations for FY2022-23 Community Development Block Grant and corresponding Annual Action Plan. Twelve (12) public comments were heard from prospective applicants summarizing their proposed activities and how their activities would benefit Milpitas residents.
On June 14, 2022, the City held the second public hearing. Nine (9) public comments were heard from prospective applicants summarizing their proposed activities and how their activities would benefit Milpitas residents.

Demo

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted. Please see Exhibit C for comments.

7. Summary

It is the City's intent that the FY23-27 Consolidated Plan will help improve the quality of life for the residents in the City of Milpitas. By providing residents and stakeholders with the ability to communicate how the CDBG funds should be allocated and prioritized, we believe the CDBG funds will be allocated in the best interest of the City's low- and moderate-income residents.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MILPITAS	Housing

Table 1 – Responsible Agencies

Narrative

The Building Safety and Housing Department serves as the lead agency in the preparation of the Consolidated Plan as well as the administration of the CDBG program. Per federal law, the preparation of the Consolidated Plan and Annual Action Plan is required by the Department of Housing and Urban Development (HUD). Both the Consolidate Plan and the first-year annual action plan must delineate the priorities and strategies for the use of federal funds.
Every three to five years, as required by HUD, the City of Milpitas must prepare a Consolidated Plan outlining the strategies used to meet a variety of housing and non-housing community needs. It has come to the City's attention that every other jurisdiction in the region is on the same Consolidated Plan timeline, except Milpitas. Therefore, Milpitas will be submitting a three-year Consolidated Plan in order to align our Consolidated Plan timeline with the rest of region. The preparation of Milpitas three-year Consolidated Plan provides the analysis and financial resources to address the housing and non-housing community services of those residents that require assistance in housing and a variety of public services to fit their specific needs.

Consolidated Plan Public Contact Information

Robert Musallam
Housing and Neighborhood Services Administrator
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

The City of Milpitas requested a number of consultations with a multitude of local non-profit organizations, various jurisdictions, and other stakeholders in the development of the Consolidated Plan.
Milpitas conducted four (4) separate public meetings to obtain public input and comments on the preparation of the Consolidated Plan. meetings were conducted in different areas of the City in different times of the day. The City of Milpitas has reached out to the Santa Clara County Housing Authority and the Office of Supportive Housing, as well as surrounding jurisdictions for their input to the Cityâ¿¿s CDBG program. Milpitas also consulted with a wide variety of social service agencies that provide housing and support services to special needs groups in an effort to update data and information for the needs section of the Consolidated Plan. Finally, Milpitas along with the County of Santa Clara and other local jurisdictions held weekly meetings during the past three years to work together on sections of the Consolidated Plan which deal with regional issues such as fair housing and homelessness.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

As mentioned, the City participates in a weekly meeting with all local jurisdictions to discuss general housing, homelessness, and CDBG related issues. These issues are core to the consultation required by the Consolidated Plan.
City staff continues to maintain dialogue with all service providers, public and private, to ascertain if there are any areas in which the City can partner with the organization to enhance services or if the City can connect service providers for better coordination of service deliveries.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Santa Clara County Continuum of Care (CoC) is a multi-sector group of stakeholders guiding the implementation of the Countyâ¿¿s housing and service system to meet the need and prevent homelessness in the county with the ultimate goal to end homelessness.
The Continuum of Care strategy includes permanent housing, emergency shelter with outreach and assessment services, transitional housing with support services, and prevention services. These services exist in Santa Clara County, but not in sufficient numbers to address the need. The County of Santa Clara, in collaboration with the entitlement jurisdictions, believe that strengthening the Continuum of Care on a regional basis will effectively address the needs of homeless people in individual cities and

avoiding duplication of services, and increase the cost effectiveness.
In October 2020, the City of Milpitas participated in the preparation of the Community Plan to End Homelessness in Santa Clara County. The Plan identifies strategies to address the needs of homeless persons in the county, including chronically homeless individuals and families, families with children, veterans, and unaccompanied youth. Additionally, it also intended to address the needs of person at risk of homelessness.
In December 2020, the City Council directed staff to proceed with a pilot program to provide weekly hot shower and laundry services to the unhoused residents of Milpitas. The City will be using a nonprofit service provider, WeHOPE, to operate the Dignity on Wheels program, which includes mobile shower, mobile laundry, and connecting unhoused residents with resources.
In November 2020, the City Council authorized a revenue agreement with the County of Santa Clara in the amount of $200,000 per year for the County to provide street outreach, assessment, and case management services for unhoused residents in Milpitas via their Homeless Engagement and Assessment Team (HEAT). The HEAT team focuses first on connecting clients with mental health service providers to stabilize them before assisting with a housing plan
In December 2020, the City Council directed staff to proceed with a pilot program to provide weekly hot shower and laundry services to the unhoused residents of Milpitas. The City will be using a nonprofit service provider, WeHOPE, to operate the Dignity on Wheels program, which includes mobile shower, mobile laundry, and connecting unhoused residents with resources.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Milpitas does not receive Emergency Shelter Grant (ESG) funding however the City participates with the CoC to address homeless issues.Â Â

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Demo

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	REBUILDING TOGETHER SILICON VALLEY
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended Community Forum where staff solicited input for community needs and priorities.
	Agency/Group/Organization	Project Sentinel, Inc.
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended Community Forum where staff solicited input for community needs and priorities.Agency attended Community Advisory Commission meeting for community input for the Consolidated Plan Update and CDBG input. The organization provided input and prioritizing needs within the community.
3	**Agency/Group/Organization**	Housing Authority of Santa Clara County
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Staff consulted with a representative of the Housing Authority to discuss Housing Authority challenges, trends in housing concerns from the Housing Authoritys perspective and determine potential areas where the City can partner with the Housing Authority.
4	**Agency/Group/Organization**	CATHOLIC CHARITIES OF SANTA CLARA COUNTY
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended Community Advisory Commission meeting for community input for the Consolidated Plan Update and CDBG input. The organization provided input and prioritizing needs within the community.
5	**Agency/Group/Organization**	Child Advocates
	Agency/Group/Organization Type	Services-Children Services-Health Services - Victims
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended Community Advisory Commission meeting for community input for the Consolidated Plan Update and CDBG input. The organization provided input and prioritizing needs within the community.
6	**Agency/Group/Organization**	City of Milpitas Parks and Recreation
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended Community Advisory Commission meeting for community input for the Consolidated Plan Update and CDBG input. The organization provided input and prioritizing needs within the community.
7	**Agency/Group/Organization**	LifeMoves
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended Community Advisory Commission meeting for community input for the Consolidated Plan Update and CDBG input. The organization provided input and prioritizing needs within the community.
8	**Agency/Group/Organization**	Pragnya
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended Community Advisory Commission meeting for community input for the Consolidated Plan Update and CDBG input. The organization provided input and prioritizing needs within the community.
9	**Agency/Group/Organization**	MUSD, Milpitas Family Literacy Project
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended a public meeting for community input for the Consolidated Plan Update and CDBG input. The organization provided input and prioritizing needs within the community.
10	**Agency/Group/Organization**	Next Door Solutions to Domestic Violence
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended Community Advisory Commission meeting for community input for the Consolidated Plan Update and CDBG input. The organization provided input and prioritizing needs within the community.
11	**Agency/Group/Organization**	SENIOR ADULTS LEGAL ASSISTANCE
	Agency/Group/Organization Type	Services-Elderly Persons

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended Community Advisory Commission meeting for community input for the Consolidated Plan Update and CDBG input. The organization provided input and prioritizing needs within the community.
12	**Agency/Group/Organization**	Silicon Valley Independent Living Center
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended Community Advisory Commission meeting for community input for the Consolidated Plan Update and CDBG input. The organization provided input and prioritizing needs within the community.
13	**Agency/Group/Organization**	The Health Trust
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended Community Advisory Commission meeting for community input for the Consolidated Plan Update and CDBG input. The organization provided input and prioritizing needs within the community.
14	**Agency/Group/Organization**	YWCA
	Agency/Group/Organization Type	Housing Services-Children Services-Victims of Domestic Violence Services-Health
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended Community Advisory Commission meeting for community input for the Consolidated Plan Update and CDBG input. The organization provided input and prioritizing needs within the community.
15	**Agency/Group/Organization**	TERRACE GARDENS SENIOR HOUSING PROJECT
	Agency/Group/Organization Type	Housing Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended Community Advisory Commission meeting for community input for the Consolidated Plan Update and CDBG input. The organization provided input and prioritizing needs within the community.
16	**Agency/Group/Organization**	City of Milpitas Planning and Neighborhood Services
	Agency/Group/Organization Type	Agency - Emergency Management
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Housing staff conducted a one on one meeting with the City's Emergency Management Coordinator. The coordinator expressed a desire to more regularly attend community meetings to provide guidance on various issues regarding community emergency response.

Identify any Agency Types not consulted and provide rationale for not consulting

The City did not speak with the County of Santa Clara Office of Emergency Management and Santa Clara Valley Water District. The primary rationale was the lack of staff resources. The City of Milpitas had only one full time employee in the entire housing division from October 2021 – April 2022. The City's primary reason for producing a three-year Consolidated Plan was to align our Consolidated Plan start and end dates with the other cities in our region. Further, we'd ensure that any future Consolidated Plan would be created in collaboration with those regional partners and as those partners allocate resources to hire consultants that produce a Consolidated Plan, Milpitas would similarly contribute.

Demo

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overl
Continuum of Care	Regional Continuum of Care Council	The CoC works to alleviate the impact of homelessness in the community through the cooperation and collaboration of social service Plan goal to support activities to end homelessness.
City of Milpitas Housing Element	City of Milpitas	Housing Element serves as a policy guide to help the City meet its existing and future housing needs. This effort aligns with the Strat of affordable housing.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City meets weekly with our regional partners on a Housing CDBG Coordinator's meeting. The purpose of these meetings is to receive updates on local initiatives and to receive timely guidance on any CDBG/Housing related issues we're experiencing.

Narrative (optional):

Santa Clara County Association of Planning Officials (SCAPPO) is a regional meeting for local planning officials to attend, cooperate, and coordinate with one another on regional issues. Items related to the consolidated plan are commonly discussed.

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City initiated the citizen participation process in November 2021 by distributing a Consolidated Plan Community Survey to residents in Milpitas. In December, at the Community Advisory Commission (CAC) meeting, the City invited residents and potential CDBG stakeholders to attend and provide public comment on how they feel CDBG funds should be prioritized in the upcoming FY 22-25 Consolidated Plan.
Over 80 different agencies, organizations, social service providers, housing providers, non-profits groups, and members of the general public were contacted to participate in the public meetings to receive input and feedback on the preparation of the three-Year Consolidated Plan. The City held public meetings on December 1, 2021 and March 3, 2022 and public hearings on April 5 and June 14, 2022.
The CAC is a publicly noticed meeting that the community can attend. Seven organizations and one resident attended and provided input.

The City did not publish the notices of public hearings in any alternate languages to accommodate residents with limited English proficiency. The City is planning to begin publishing the notices in alternate languages during the program year.

Update:

The City published notifications of upcoming public meetings for the the amended FY22-25 Consolidated Plan and the draft FY22-23 Annual Action Plan on March 31, 2023 to reprogram two activities from PY 20 to PY 22.

Per the City's adopted Citizen Participation Plan, the City is to allow a 30-day public review and comment period for the Annual Action Plan. The City has published notifications of upcoming public hearings and the 30-day public review comment period in the local newspaper, on its CDBG webpage, and via email blasts to stakeholders. The City held two advertised public hearings on April 18, 2023, and May 2, 2023. The Action Plan 30-day public review comment period occurred from March 31, 2023, through May 2, 2023.

On April 18, 2023, the City Council conducted a Public Hearing to Discuss the substantial amendment to the FY2022-25 Consolidated Plan goals and funding allocations for FY2023-24 Community Development Block Grant and corresponding Annual Action Plan. Six (6) public comments were heard from prospective applicants summarizing their proposed activities and how their activities would benefit Milpitas residents.

Demo

On May 2, 2023, the City held the second public hearing. Seven (7) public comments were heard from prospective applicants summarizing their proposed activities and how their activities would benefit Milpitas residents.

A schedule of meetings for the development, input review and recommendations that created the Consolidated Plan are as follows:

The City published notifications of the upcoming public hearing meeting to discuss a substantial amendment to the FY22-25 Consolidated Plan goals and funding allocations for the FY24-25 Annual Action Plan on December 6, 2024. The public comment period is from December 6, 2024-January 20, 2025, abiding by our Citizen's Participation Plan. The public hearing will take place January 21st to consider a substantial amendment to the Con Plan.

Staff held a public hearing on Tuesday, February 4, 2025, to discuss substantial amendments to the 2022-25 Consolidated Plan and the 2024-25 Annual Action Plan. The Council approved the closure of the Home Rehabilitation Loan Program, but did not move forward staff's recommendation for the substantial amendment. Instead, the Council requested that staff return to a future meeting with additional options for the use of the revolving loan fund balance. Staff is requesting Council approval on a substantial amendment to the Plan, to convert the City's entire revolving loan fund balance to program income. Staff will hold a public hearing on Tuesday, May 6, 2025, to discuss substantial amendments to the 2022-25 Consolidated Plan and the 2024-25 Annual Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	Opening the application period	No comments were received	n/a	

Demo

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Internet Outreach	Non-targeted/broad community	32 responses	The City created a Consolidated Plan community survey to obtain citizen and stakeholder input and comments for the development of the Consolidated Plan. A total of 32 responses were received.	n/a	https://www.ci.milpitas.ca.gov/wp-content/uploads/2021/12/2022-2025-community-development-block-grant_results.pdf

3	Public Meeting	Non-targeted/broad community	20 attendees	Seven consultants from various public and private agencies that provide housing, health services, and other social services provided comments to the Commission. One member of the community provided public comment to the Commission in support of the services discussed	n/a	https://www.milpitas.gov/_pdfs/Commissions/cac/2021/120121/minutes.pdf

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				during the meeting.		
4	Public Meeting	Non-targeted/broad community	10 Attendees	No comments were received	n/a	https://www.milpitas.gov/_pdfs/Commissions/cac/2022/020222/minutes.pdf

5	Public Meeting	Non-targeted/broad community	30 Attendees	The Commission heard 19 comments from the applicants. Each Commissioner then provided their feedback on priorities and goals the Council should consider funding with CDBG funds. One public comment requested consideration for disabled individuals when considering upgrades to	n/a	https://www.milpitas.gov/_pdfs/Commissions/cac/2022/030222/minutes.pdf

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				the City parks.		
6	Newspaper Ad	Non-targeted/broad community	Public Hearing Notice for City Council Meetings	No comments were received	n/a	https://www.milpitas.gov/milpitas/departments/federal-program-community-development-block-grant-cdbg/
7	Public Hearing	Non-targeted/broad community	50 attendees	The Commission heard 12 comments from the applicants. Each Commissioner then provided their feedback on priorities and goals the Council should consider funding with CDBG funds.	n/a	https://www.milpitas.gov/_pdfs/council/2022/040522/Minutes.pdf

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Internet Outreach	Non-targeted/broad community	Draft AAP	No comments were received	n/a	https://www.milpitas.gov/milpitas/departments/federal-program-community-development-block-grant-cdbg/
9	Public Hearing	Non-targeted/broad community	50 attendees	The Commission heard 9 comments from the applicants. Each Commissioner then provided their feedback on priorities and goals the Council should consider funding with CDBG funds.	n/a	

Demo

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
10	Public Meeting	Non-targeted/broad community	50 Attendees	The City Council heard 6 comments from the public/applicants. Public Hearing #1 April 18, 2023		https://videoplayer.telvue.com/player/dTXM3OZITANmzQvZu4BhyIB-u4T2mE7m/media/793702?fullscreen=false&showtabssearch=true&autostart=false
11	Newspaper Ad	Non-targeted/broad community	Public Hearing Notice.	No comments were received.	N/A	

12	Public Hearing	Non-targeted/broad community				**Will be updated after public hearing meeting on January 21, 2025**

Table 4 – Citizen Participation Outrea

Demo

Needs Assessment

NA-05 Overview

Needs Assessment Overview

Located at the southern end of the San Francisco Bay, the City of Milpitas has become an integral part of highâ¿tech Silicon Valley since becoming incorporated in 1954. Per available 2020 census data, Milpitas has an estimated population of 80,273 . The City is a strong employment center with a diverse population, quality schools, conveniently located neighborhood parks, and a variety of retail options. Milpitas is often called the “Crossroads of Silicon Valley” with most of its 13.6 square miles of land situated between two major freeways (Iâ¿880 and Iâ¿680), state route 237, and a county expressway. The City is served by Valley Transportation Authority (VTA) light rail and a BART extension that opened in 2020.

With the resurgence of the Silicon Valley economy, real estate has experienced dramatic price increase, with Milpitas being no exception. Milpitas has experienced a massive surge in residential building activity in recent years, with a considerable increase in residential permit applications, development entitlements, and new construction. In large part, these changes have been brought on by the adoption of two Specific Plans for areas adjacent to an existing VTA station and the City’s BART station. The increased development potential that was made possible by these Specific Plans has prompted the conversion of areas once dominated by vacant and underutilized land and aging and obsolete industrial space into highâ¿density transitâ¿oriented development to meet the heightened demand for housing.

Methodology

The majority of data utilized is provided by HUD for the purpose of preparing the Consolidated Plan. HUD periodically receives custom tabulations of data from the U.S. Census Bureau that are largely not available through standard Census products. Known as the Comprehensive Housing Affordability Strategy (CHAS) data, it demonstrates the extent of housing problems and housing needs, particularly for low income households. The CHAS data is used by local governments to plan how to spend HUD funds, and may also be used by HUD to distribute grant funds.

When CHAS data is not available or appropriate, other data is utilized, including 2010 and 2020 U.S. Census data and American Community Survey (ACS) 2013-2017 five-year estimates. While ACS one-year estimates provide the most current data, this report utilizes five-year estimates as they reflect a larger sample size and are considered more reliable and precise.

Federal funds provided under the Community Development Block Grant (CDBG) entitlement program are primarily concerned with activities that benefit low-and moderate-income (LMI) households whose incomes do not exceed 80 percent of the area median family income (AMI), as established by HUD, with adjustments for smaller or larger families. HUD utilizes three income levels to define LMI households:

• Extremely low income: Households earning 30 percent or less than the AMI (subject to specified adjustments for areas with unusually high or low incomes)

• Very low income: Households earning 50 percent or less than the AMI (subject to specified

adjustments for areas with unusually high or low incomes)
• Low and moderate income: Households earning 80 percent or less than the AMI (subject to adjustments for areas with unusually high or low incomes or housing costs)

Demo

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

Of the total 21,919 households in Milpitas, approximately 35 percent of City's households are LMI, with incomes ranging from 0-80% AMI:

- Thirteen percent of households (2,940) have incomes between 0-30% AMI
- Ten percent of households (2,175) have incomes between 30-50% AMI
- Twelve percent of households (2,550) have incomes between 50-80% AMI

Demographics	Base Year: 2009	Most Recent Year: 2017	% Change
Population	65,371	75,500	15%
Households	18,379	21,920	19%
Median Income	$92,205.00	$110,752.00	20%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2013-2017 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	2,940	2,175	2,550	2,314	11,940
Small Family Households	960	1,075	1,395	1,319	7,785
Large Family Households	250	290	530	490	1,525
Household contains at least one person 62-74 years of age	684	635	570	555	2,050
Household contains at least one person age 75 or older	700	360	430	260	535
Households with one or more children 6 years old or younger	385	365	524	434	2,174

Table 6 - Total Households Table

Data Source: 2013-2017 CHAS

Demo

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	20	10	15	10	55	10	10	0	0	20
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	30	35	100	30	195	0	20	10	10	40
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	265	170	295	180	910	20	50	90	210	370
Housing cost burden greater than 50% of income (and none of the above problems)	825	400	45	0	1,270	720	295	215	65	1,295

Demo

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	120	320	570	265	1,275	180	245	360	470	1,255
Zero/negative Income (and none of the above problems)	210	0	0	0	210	94	0	0	0	94

Table 7 – Housing Problems Table

Data Source: 2013-2017 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	1,135	615	450	220	2,420	750	375	315	285	1,725
Having none of four housing problems	265	460	875	650	2,250	475	730	910	1,159	3,274
Household has negative income, but none of the other housing problems	210	0	0	0	210	94	0	0	0	94

Table 8 – Housing Problems 2

Data Source: 2013-2017 CHAS

Demo

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	470	600	490	1,560	275	265	270	810
Large Related	175	195	155	525	70	65	115	250
Elderly	390	59	25	474	410	215	150	775
Other	160	75	145	380	165	35	95	295
Total need by income	1,195	929	815	2,939	920	580	630	2,130

Table 9 – Cost Burden > 30%

Data Source: 2013-2017 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	420	305	40	765	245	125	60	430
Large Related	120	85	10	215	60	15	10	85
Elderly	300	30	0	330	280	150	115	545
Other	150	35	10	195	150	15	45	210
Total need by income	990	455	60	1,505	735	305	230	1,270

Table 10 – Cost Burden > 50%

Data Source: 2013-2017 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	219	125	320	170	834	20	50	45	115	230

Demo

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Multiple, unrelated family households	25	80	75	25	205	0	20	55	105	180
Other, non-family households	50	0	10	15	75	0	0	0	0	0
Total need by income	294	205	405	210	1,114	20	70	100	220	410

Table 11 – Crowding Information – 1/2

Data Source: 2013-2017 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source Comments:

Describe the number and type of single person households in need of housing assistance.

Elderly and/or disabled populations tend to experience greater hardships with regard to housing. Per the provided data, 1,889 households between 0-80% AMI contain at least one person years 62-74 years of age. This represents 8.6% of the total households in Milpitas. Of the 8.6%, 36.2% (684 households) have incomes between 0-30% AMI, 33.6% (635 households) have incomes between 30-50% AMI, and 30.1% (570 households) have incomes between 50-80% AMI.

Elderly populations are often on fixed incomes, such as social security, that are (a) generally provide an insufficient amount of income to adequately cover both housing and general life expenses and (b) do not increase proportionately to the rise in the cost of living to keep up with inflation. This creates a desperate need for affordable housing. The lack of affordable housing in general, but specifically for seniors, will continue to be the greatest barrier to assisting this population.

The disabled population draws parallels to the senior community. While employment opportunities may be available to some, in some cases, there may no ability to secure employment. As such, this community is reliant on social security and/or disability in order to cover their living expenses. And similar to senior community, the income provided is not sufficient to adequately cover their expenses. The lack of available housing resources for the disabled community also represents one of the greatest challenges for this population.

The data above does not distinguish between whether the household is a renter or owner. Additional

considerations should be made for elderly/disabled homeowners. As the cost of goods and services increase, these individuals may be homeowners whose properties have appreciated significantly, but they lack the resources to secure loan products that would grant them access to their equity. These individuals are considered house rich and cash poor. These homes, without proper maintenance and repair, often fall into disrepair and sometimes into uninhabitable situations. More resources should be available to these homeowners to ensure they age gracefully in a safe and habitable living environment.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

The data does not provide a true number and types of families in need of housing assistance for those who are disabled or victims of domestic violence. From FY18-22, the period of time covering the last consolidated plan, he City Council has allocated $199,666 towards activities that directly benefit the victims of domestic violence. With these resources, various non-profit organizations such as YWCA Silicon Valley and Next Door Solutions to Domestic Violence have assisted over 1000 residents in Milpitas. Many of these individuals do not have access to the safe, affordable housing that is needed to more permanently remove themselves from domestic violence situations.Â Â

What are the most common housing problems?

Housing cost burden greater than 50% of income represents the greatest of housing problems. Of the eligible households, 825 renter occupied households who have incomes between 0-30% AMI experience a housing cost burden greater than 50% of their current income. A further 400 households who have incomes between 30-50% AMI also experience a housing cost burden greater than 50% of their current income. These number will only grow as affordability wanes.

Are any populations/household types more affected than others by these problems?

Low- to moderate-income renter households are more likely to experience at least one housing problem. Of the renters surveyed who had at least one housing problem, ninety-one percent (2,200) of them were LMI. LMI renter households are also severely cost burdened while extremely low and low income owner households are severely cost burdened.
LMI renter households are also more likely to be overcrowded. Households receiving incomes between 0-30% AMI are more heavily affected.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

The main characteristics are these families tend to be on the lower end of the income spectrum and are living in overcrowded households. In order to afford the high rent Milpitas commands, families must either live in a smaller (more affordable) unit or share space in a larger unit with another family.
As of this writing, we are approaching the end of year 2 of the COVID-19 pandemic. The City Council has allocated over $800,000 in rent relief funds to assist families that are at imminent risk of eviction. The state of California has allocated over $2B in rental assistance to prevent a mass wave of evictions. The economy continues to recover and these individuals, who predominantly work service level jobs, are now starting to go back to work. However, the costs of goods and services has increased tremendously with inflation reaching its highest year over year mark in decades (projected to be 7.5% in 2022) . Wages has not kept pace with inflation and as a result, these householdâ¿¿s live paycheck to paycheck often teetering on the line between housed and unhoused.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

We don't have an estimate. To date our rent relief program has provided assistance to over 120 households and 300 Milpitas residents. Our best attempt to collect this data relies on the data collected when a household applies for rental assistance through our program. For an operational definition of at risk, we believe that any household that is unable to pay or is struggling to afford their monthly rental obligation in our jurisdiction, they are considered an at-risk population.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Severe cost burden is the greatest link between instability and an increased risk of homelessness. More affordable housing or better public/private options are needed to ensure at risk individuals do not experience homelessness.

Discussion

See above.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Per HUD definition, disproportionate housing needs is defined as "significant disparities in the proportion of members of a protected class experiencing a category of housing need when compared to the proportion of members of any other relevant groups or the total population experiencing that category of housing need in the applicable geographic area" (24 CFR § 5.152).
Specifically, a disproportionately greater need exists when the members of a racial/ethnic group at a given income level experience housing problems at a greater rate (10 percentage points or more) than the jurisdiction as a whole at that income level.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,195	440	304
White	410	135	40
Black / African American	94	0	15
Asian	1,095	250	179
American Indian, Alaska Native	0	0	0
Pacific Islander	25	0	0
Hispanic	540	40	60

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2013-2017 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,555	625	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
White	224	180	0
Black / African American	90	25	0
Asian	939	290	0
American Indian, Alaska Native	0	10	0
Pacific Islander	0	0	0
Hispanic	260	120	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2013-2017 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,695	855	0
White	115	180	0
Black / African American	10	34	0
Asian	1,195	425	0
American Indian, Alaska Native	0	0	0
Pacific Islander	40	0	0
Hispanic	310	190	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2013-2017 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,240	1,074	0
White	145	84	0
Black / African American	25	50	0
Asian	900	684	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	100	215	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2013-2017 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Discussion

Seventy-five percent of households with 0%-30% AMI experience at least one housing problem.
- 86% of Black households with 0%-30% AMI experience at least one housing problem.
- 70% of White households with 0%-30% AMI experience at least one housing problem.
- 72% of Asian households with 0%-30% AMI experience at least one housing problem.
- 84% of Hispanic households with 0%-30% AMI experience at least one housing problem.

Seventy-one percent of households with 30%-50% AMI experience at least one housing problem.
- 93% of Black households with 30%-50% AMI experience at least one housing problem.
- 55% of White households with 30%-50% AMI experience at least one housing problem.
- 76% of Asian households with 30%-50% AMI experience at least one housing problem.
- 68% of Hispanic households with 30%-50% AMI experience at least one housing problem.

Sixty-six percent of households with 50%-80% AMI experience at least one housing problem.
- 23% of Black households with 50%-80% AMI experience at least one housing problem.
- 39% of White households with 50%-80% AMI experience at least one housing problem.
- 74% of Asian households with 50%-80% AMI experience at least one housing problem.
- 62% of Hispanic households with 50%-80% AMI experience at least one housing problem.

Fifty-four percent of households with 80%-100% AMI experience at least one housing problem.
- 33% of Black households with 80%-100% AMI experience at least one housing problem.

• 63% of White households with 80%-100% AMI experience at least one housing problem.
• 57% of Asian households with 80%-100% AMI experience at least one housing problem.
• 32% of Hispanic households with 80%-100% AMI experience at least one housing problem.

The groups disproportionately affected by housing problems include:
• Black households in 0-30% AMI and 30-50% AMI; and
• White households in 80-100% AMI; and
• Asian households in 50%-80% AMI; and
In summary, lower income Black and Asian households are disproportionately affected by housing problems within the city. White moderate households are affected by housing problems.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Per HUD definition, disproportionate housing needs is defined as "significant disparities in the proportion of members of a protected class experiencing a category of housing need when compared to the proportion of members of any other relevant groups or the total population experiencing that category of housing need in the applicable geographic area" (24 CFR § 5.152).
A household is considered severely overcrowded when there are more than 1.5 persons per room and severely cost burdened when paying more than 50 percent of household income toward housing costs. For renters, housing costs include rent paid by the tenant plus utilities. For owners, housing costs include mortgage payment, taxes, insurance, and utilities.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,885	740	304
White	330	215	40
Black / African American	94	0	15
Asian	910	435	179
American Indian, Alaska Native	0	0	0
Pacific Islander	25	0	0
Hispanic	505	75	60

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2013-2017 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

Demo

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	990	1,190	0
White	149	255	0
Black / African American	25	90	0
Asian	624	605	0
American Indian, Alaska Native	0	10	0
Pacific Islander	0	0	0
Hispanic	155	220	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2013-2017 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	765	1,785	0
White	70	225	0
Black / African American	10	34	0
Asian	540	1,075	0
American Indian, Alaska Native	0	0	0
Pacific Islander	40	0	0
Hispanic	80	420	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2013-2017 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	505	1,809	0
White	10	225	0
Black / African American	10	65	0
Asian	395	1,189	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	80	235	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2013-2017 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

Discussion

Sixty-four percent of households with 0%-30% AMI experience at least one severe housing problem.
• 86% of Black households with 0%-30% AMI experience at least one severe housing problem.
• 56% of White households with 0%-30% AMI experience at least one severe housing problem.
• 60% of Asian households with 0%-30% AMI experience at least one severe housing problem.
• 79% of Hispanic households with 0%-30% AMI experience at least one severe housing problem.
• 100% of Pacific Islander households with 0%-30% AMI experience at least one severe housing problem.

Forty-five percent of households with 30%-50% AMI experience at least one severe housing problem.
• 22% of Black households with 30%-50% AMI experience at least one severe housing problem.
• 37% of White households with 30%-50% AMI experience at least one severe housing problem.
• 51% of Asian households with 30%-50% AMI experience at one severe housing problem.
• 41% of Hispanic households with 30%-50% AMI experience at least one severe housing problem.

Thirty percent of households with 50%-80% AMI experience at least one severe housing problem.
• 23% of Black households with 50%-80% AMI experience at least one severe housing problem.
• 24% of White households with 50%-80% AMI experience at least one severe housing problem.
• 33% of Asian households with 50%-80% AMI experience at least one severe housing problem.
• 16% of Hispanic households with 50%-80% AMI experience at least one severe housing problem.

• 100% of Pacific Islander households with 0%-30% AMI experience at least one severe housing problem.

Twenty-two percent of households with 80%-100% AMI experience at least one severe housing problem
• 13% of Black households with 80%-100% AMI experience at one severe housing problem.
• 4% of White households with 80%-100% AMI experience at least one severe housing problem.
• 25% of Asian households with 80%-100% AMI experience at least one severe housing problem.
• 25% of Hispanic households with 80%-100% AMI experience at least one severe housing problem.
The groups disproportionately affected by severe housing problems include:
• Black households between 0-30% AMI; and
• Hispanic households between 0-30% AMI; and
• Pacific Islander households with 0-30% AMI and 50-80% AMI
In summary, extremely low-income households are disproportionately affected by severe housing problems.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

Per HUD definition, disproportionate housing needs is defined as "significant disparities in the proportion of members of a protected class experiencing a category of housing need when compared to the proportion of members of any other relevant groups or the total population experiencing that category of housing need in the applicable geographic area" (24 CFR § 5.152).
A household is considered cost burdened if they pay more than 30 percent of their household income toward housing costs.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	14,474	4,170	2,925	359
White	2,374	555	564	40
Black / African American	330	110	140	15
Asian	10,115	2,769	1,524	229
American Indian, Alaska Native	40	0	0	0
Pacific Islander	75	69	0	0
Hispanic	1,285	545	610	60

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2013-2017 CHAS

Discussion:

As a whole, 32 percent of households are cost burdened and, of that percentage, 13 percent are severely cost burdened. Approximately 32% of White, 42% of Black, 29% of Asian, 48% of Pacific Islander, and 46 percent of Hispanic households are cost burdened. Of these percentages, both Black and Hispanic households contain more severe housing burdened households than not. Based on the data, we can conclude that Black, Pacific Islander, and Hispanic households are disproportionately severely cost burdened.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Among the lowest income categories, we see disparities in Black households experiencing a greater percentage of housing problems compared to other race/ethnicities. From the sections NA-15 and NA-20 above, we see only one commonality amongst the racial and ethnic groups.
The groups disproportionately affected by housing problems include:
• Black households in 0-30% AMI and 30-50% AMI; and
• White households in 80-100% AMI; and
• Asian households in 50%-80% AMI; and
The groups disproportionately affected by severe housing problems include:
• Black households between 0-30% AMI; and
• Hispanic households between 0-30% AMI; and
• Pacific Islander households with 0-30% AMI and 50-80% AMI
Lower income Black households are disproportionately affected by severe housing problems. This data is also striking because of the relative lack of Black households in Milpitas. Per the latest census data, a mere 2% of the population in Milpitas identifies as Black.

If they have needs not identified above, what are those needs?

Any discussion on the experience of Black households experiencing a disproportionately greater housing need would be incomplete without at least an acknowledgement of systemic racism and housing discrimination. This is a topic that will not be covered in great detail here, but it bares noting that Black households have historically experienced the housing market very poorly. Discriminatory practices such as segregation and redlining have created generational inequities that cannot be undone easily.
The needs for this community are expressed in a more equitable way to navigate the housing market. Providing affordable housing, providing access to housing opportunities that can create wealth, such as homeownership. But most importantly, establishing that fair housing is truly fair to all and not just those who have the resources.
Generally speaking, more housing assistance resources are needed. Whether that comes as an increase in Section 8 funding or an increase in rental assistance funding to help tenants secure units and/or pay for some of the costs to move in. These resources are needed to help cure the imbalance felt by lower income tenants who spend 50% or more of their income on rent.
Further resources are needed to help manage the Landlord-Tenant power imbalance. Oftentimes, tenants will be threatened with eviction if they communicate any issues with their unit. Resources to create a safe space for these conversations to take place will go a long way to promoting equity and decreasing the housing cost burden on tenants.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

Demo

NA-35 Public Housing – 91.205(b)

Introduction

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	48	20	10,212	692	9,267	212	0	36

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	20,067	16,342	15,882	13,333	16,112	14,199	0
Average length of stay	0	7	5	8	1	9	0	0
Average Household size	0	2	2	2	1	2	1	0

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project-based	Tenant-based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# Homeless at admission	0	0	1	15	4	4	0	0
# of Elderly Program Participants (>62)	0	10	4	3,859	502	3,315	24	0
# of Disabled Families	0	10	6	1,784	69	1,610	85	0
# of Families requesting accessibility features	0	48	20	10,212	692	9,267	212	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

	Program Type								
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	33	11	4,885	332	4,420	117	0	14
Black/African American	0	3	3	1,358	46	1,223	80	0	7
Asian	0	11	5	3,698	303	3,375	5	0	14

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
American Indian/Alaska Native	0	1	1	145	7	134	3	0	1
Pacific Islander	0	0	0	95	4	84	7	0	0
Other	0	0	0	31	0	31	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	20	8	3,217	133	3,038	38	0	7
Not Hispanic	0	28	12	6,964	559	6,198	174	0	29
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Demo

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

This data is not available for Milpitas.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

Finding landlords that will accept a voucher.

How do these needs compare to the housing needs of the population at large

This data is not available for Milpitas.

Discussion

See above

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The tables below provide demographic data on homelessness in Milpitas.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	7,708	2,320	10,028	0	0	0
Persons in Households with Only Children	0	0	0	0	0	0
Persons in Households with Only Adults	0	0	0	0	0	0
Chronically Homeless Individuals	2,838	0	898	0	0	0
Chronically Homeless Families	125	0	276	0	0	0
Veterans	0	0	659	0	0	0
Unaccompanied Child	0	0	1,155	0	0	0
Persons with HIV	0	0	0	0	0	0

Table 26 - Homeless Needs Assessment

Data Source Comments: Data Source: https://news.sccgov.org/news-release/county-santa-clara-and-city-san-jose-release-preliminary-results-2022-point-timeNo other data for Milpitas is available.

Indicate if the homeless population is:	Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

In December 2021, the City Council authorized staff to enter into a revenue agreement with the County of Santa Clara Office of Supportive Housing to employ the Homeless Engagement and Assessment Team (HEAT) throughout Milpitas. A review of the data from HEAT shows that of the 100+ requests sent to HEAT, 99% were for chronically homeless single adults. Twenty-six percent of those individuals were residing in a vehicle while the others were predominantly living outdoors.

For families with children, the City has been actively using rent relief funding for temporary motel stays. The City has assisted in over 15 such cases since 2019.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	0	0
Black or African American	0	0
Asian	0	0
American Indian or Alaska Native	0	0
Pacific Islander	0	0
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	0	0
Not Hispanic	0	0

Data Source Comments: This data is not available for Milpitas

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The City of Milpitas' Rent Relief Program provides various forms of financial assistance to Milpitas residents and families that have emergency housing needs. The funds are used to pay for rent and/or deposit assistance, emergency hardship relief, eviction protection, domestic violence relocation, and section 8 good faith deposits. These funds assist at-risk Milpitas residents from experiencing homelessness. To date, the program has assisted over 120 families and over 300 Milpitas residents, many of them families with children. It's likely that without these funds, many of these families would now be experiencing homelessness.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

These figures are provided by the 2019 Santa Clara County Homeless Census & Survey. They provide a regional view of the unsheltered and sheltered data, as the City does not have local data to provide.

As noted above, the City's HEAT program has assessed over 100 homeless individuals in Milpitas. Of those assessed, approximately 26% were living in a vehicle with most of the remaining individuals living outdoors.

These figures are provided by the 2019 Santa Clara County Homeless Census & Survey. They provide a regional view of the unsheltered and sheltered data, as the City does not have local data to provide.

As noted above, the City's HEAT program has assessed over 100 homeless individuals in Milpitas. Of those assessed, approximately 26% were living in a vehicle with most of the remaining individuals living outdoors.

Discussion:

See above

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

The following section describes the needs of the following non-homeless populations:

Elderly households (defined as 60 years or older)
Persons with developmental, physical, and/or mental disabilities
Large households
Female-headed households
Persons living with HIV/AIDS and their families

Describe the characteristics of special needs populations in your community:

Elderly households account for over 11% of the Milpitas population. Many seniors live on fixed incomes, making affordability an issue. Some elderly residents own homes but are unable to afford the maintenance on them due to rising costs. These residents are considered house rich and cash poor where most of their retirement income and/or asset value is tied into the home itself, with few options to safely extract the value.
Persons with developmental, physical, and/or mental disabilities require affordable housing as well as special accommodations in terms of accessibility to ensure maximal independence. These individuals may also live on fixed incomes or with family who provide for them. Over 6% of the population in Milpitas identifies as disabled.

Large households may live in overcrowded environments. As affordability wanes in the region, many low-income families are choosing to live together in order to make rents more affordable.

Female headed households disproportionately pay a higher ratio of gross income as expenses. Rent and childcare costs create challenges for female headed households. Additionally, these households are more likely to overcrowd to share space, rent, and childcare to blunt costs. Affordable housing, childcare subsidy, and/or other financial assistance could benefit female headed households.

Milpitas does not currently have data and/or programs geared toward persons living with HIV/AIDS and their families.

What are the housing and supportive service needs of these populations and how are these needs determined?

The Consolidated Plan Community Survey respondents noted that creation of affordable housing is a significant need for this population. As generally the highest expense incurred, quality of life could be

improved by reducing housing costs. Further assistance in terms of childcare, food/nutrition subsidy, and job improvement training could benefit these groups as well.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

n/a

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

Discussion:

See above

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The City of Milpitas Recreation and Community Services Department manages the City's public facilities. Of the facilities discussed in the Consolidated Plan Community Survey, the two most widely discussed as needing additional funding were: (1) the Barbara Lee Senior Center and (2) the City's Parks.

How were these needs determined?

Milpitas' needs were consulted through extensive community engagement. Seventy-one percent of respondents stated that improving city facilities that provide public services was a high priority. Additionally, the Recreation and Community Services department submitted their budget for the upcoming fiscal year, an approximate $4M in funding for upgrading the City parks was included. Fifty-six percent of respondents indicated that more funding should go to improving city facilities that provide social services, such as the Barbara Lee Senior Center and the Milpitas Library.

Describe the jurisdiction's need for Public Improvements:

Milpitas' needs were consulted through extensive community engagement. Water, street, stormwater, accessibility, sidewalks and trails were among the areas of need for the City.

How were these needs determined?

Milpitas' needs were consulted through extensive community engagement. Fifty-six percent of respondents to the Consolidated Plan Community Survey noted the need for trail improvements, 53% requested accessibility improvements for people with disabilities, 69% requested water/sewer improvements, and 47% requested improvements to the sidewalks.

Describe the jurisdiction's need for Public Services:

Currently, the City contracts all of its public services to local or regional non-profits. Milpitas has a need to assist its growing homeless population, elderly households, victims of domestic violence, children and youth, and residents at-risk of eviction.

How were these needs determined?

Milpitas' needs were consulted through extensive community engagement. Fifty-six percent of respondents to the Consolidated Plan Community Survey responded they'd like to see improvements to

non-profit community services, 59% responded that homeless services are very important and should receive more consideration for funding.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

Milpitas is predominantly a single-family based community with 75% of the housing stock being single-family attached and detached homes. The remaining housing stock are multi-family units with 14 of the remaining 25% of those units being a property type of 20 or more units.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	12,200	54%
1-unit, attached structure	4,814	21%
2-4 units	1,210	5%
5-19 units	1,035	5%
20 or more units	3,075	14%
Mobile Home, boat, RV, van, etc	440	2%
Total	***22,774***	***100%***

Table 27 – Residential Properties by Unit Number

Data Source: 2013-2017 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	75	1%	250	3%
1 bedroom	90	1%	1,425	18%
2 bedrooms	1,814	13%	3,075	39%
3 or more bedrooms	12,145	86%	3,045	39%
Total	***14,124***	***101%***	***7,795***	***99%***

Table 28 – Unit Size by Tenure

Data Source: 2013-2017 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

- Sunnyhills Apartments, a 171-unit apartment complex with 149 project based rental assistance units
- Terrace Gardens, a 149-unit apartment complex for seniors under 50% AMI

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

The Sunnyhills apartments project based rental assistance contract is set to expire in 2023. At this time the owner has not expressed an interest in renewing their contract with HUD. The Santa Clara County Housing Authority and the City have been in communication with the tenants to provide resources and information to the group to ensure they are aware of their rights and protections should the contract not be renewed.
City and Housing Authority staff has also been in communication with the ownership group to ensure they follow all applicable state and federal laws pertaining to the termination of an affordable unit or development to a market rate one.

Does the availability of housing units meet the needs of the population?

As noted during the citizen participation process, there is a significant lack of housing available to lower income populations. At this time, the demand for affordable housing is greater than the availability of the units.

Describe the need for specific types of housing:

Affordable rental housing is needed for all income levels but mostly for below 50% AMI. Additionally, housing units specifically geared toward seniors, people with disabilities, homeless individuals, and people at-risk of homelessness will assist in providing the most vulnerable with housing opportunities currently unafforded to them.

Discussion

See above

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

The City of Milpitas continues to see a sharp increase in the cost of housing, along with the region in general. From 2009 to 2017, the median contract rent in Milpitas increased 43%.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2017	% Change
Median Home Value	619,600	704,300	14%
Median Contract Rent	1,405	2,016	43%

Table 29 – Cost of Housing

Data Source: 2000 Census (Base Year), 2013-2017 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	0	0.0%
$500-999	0	0.0%
$1,000-1,499	0	0.0%
$1,500-1,999	0	0.0%
$2,000 or more	0	0.0%
Total	***0***	***0.0%***

Table 30 - Rent Paid

Data Source Comments:

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	400	No Data
50% HAMFI	1,000	240
80% HAMFI	2,705	413
100% HAMFI	No Data	847
Total	***4,105***	***1,500***

Table 31 – Housing Affordability

Data Source: 2013-2017 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	2,145	2,418	2,868	3,687	4,213

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
High HOME Rent	0	0	0	0	0
Low HOME Rent	0	0	0	0	0

Table 32 – Monthly Rent

Data Source Comments:

Is there sufficient housing for households at all income levels?

The data presented above is limited but the narrative from our resident survey and our citizen participation continues to express that there is an insufficient amount of housing for households at all income levels.

How is affordability of housing likely to change considering changes to home values and/or rents?

Housing affordability will continue to decline as home values and/or rent costs increase. The State of California has implemented AB 1584, which limited rent increases on applicable units to 5% plus CPI. However, as noted above, Milpitas is 75% single-family homes, which are not applicable to AB 1584. The other thing to note is that the CPI the past two years will allow rent increases of 8+% each year. This compounding effect on the rent impacts lower income populations the greatest. But the lack of an effective control on rents on single-family homes also impacts larger households disproportionately since there's no limit on rent increases on those units.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Fair market rents compare favorably to moderate income area median rent level. In order to achieve affordability at the 2BR rent level, a household must earn approximately $115,000 per year. Presently, the need for extremely low, very low, and low-income housing is in high demand. The challenges to create these housing opportunities are multi-faceted. High land and development costs, ongoing maintenance and repairs, and the ability of a development to provide a positive return while collecting on the lower end rents. Without further subsidy, it makes deeply affordable developments very challenging to develop.

Discussion

See above

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

This section analyzes the condition of housing and the risks of lead based paint.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

Definitions
HUD defines “condition” as: 1) Lack of complete plumbing; 2) Lack of kitchen facilities; 3) More than one person per room; and, 4) Housing cost burden greater than 30 percent.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	4,375	31%	3,510	45%
With two selected Conditions	215	2%	690	9%
With three selected Conditions	0	0%	15	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	9,535	68%	3,580	46%
Total	***14,125***	***101%***	***7,795***	***100%***

Table 33 - Condition of Units

Data Source: 2013-2017 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	2,419	17%	2,160	28%
1980-1999	4,060	29%	2,805	36%
1950-1979	7,420	53%	2,720	35%
Before 1950	229	2%	115	1%
Total	***14,128***	***101%***	***7,800***	***100%***

Table 34 – Year Unit Built

Data Source: 2013-2017 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	7,649	54%	2,835	36%
Housing Units build before 1980 with children present	2,833	20%	1,428	18%

Table 35 – Risk of Lead-Based Paint

Data Source: 2013-2017 ACS (Total Units) 2013-2017 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 36 - Vacant Units

Data Source: 2005-2009 CHAS

Vacant data is not available for Milpitas.

Need for Owner and Rental Rehabilitation

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PLAN_SECTION_ID=[1313801000]>

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

The data is not clear as to the number of units occupied by low- or moderate-income families with LBP hazards but again a predominant amount of owner and renter occupied households were built prior to 1979. Therefore, we can estimate that there are still homes in Milpitas that could have occupants at risk of LBP.

Discussion

The vacant unit data was not provided by IDIS nor is it available for a smaller City such as Milpitas. As such, the table data is not available for discussion.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The city current does not have any public housing developments.

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	48	20	10,635	815	9,820	1,964	0	465
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 37 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

n/a

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 38 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

n/a

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

n/a

Discussion:

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

This section discusses homeless facilities and services available for the homeless population.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	0	0	0	0	0
Households with Only Adults	0	0	0	0	0
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	0	0
Unaccompanied Youth	0	0	0	0	0

Table 39 - Facilities and Housing Targeted to Homeless Households

Data Source Comments:

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

Mainstream services that compliment services targeted to homeless persons include:
• The Valley Homeless Healthcare Program (VHHP) is part of the Santa Clara Valley Medical Center and provides medical services to homeless individuals, including primary care and urgent care. VHHP also manages a Medical Respite program for homeless individuals discharged from hospitals as well as a Backpack Homeless Health Care Program for those in encampments. 21
• The County Social Services Agency has expedited the review process of homeless household CalFresh applications so that they may receive benefits within three days.
• The County Behavioral Health Services Department (BHS) has multiple programs to connect homeless individuals with housing or shelter assistance. BHS also treats those going through behavioral health crises.
• The County Reentry Resource Center (RRC) provides services to those who have been previously incarcerated and to individuals who are homeless upon release. Services include referrals to drug treatment, housing assistance, food assistance, counseling, and other benefits.
• The County Office of Supportive Housing (OSH) mission is to increase the supply of housing and supportive housing that is affordable and available to extremely low income and /or special needs households. OSH supports the County mission of promoting a healthy, safe, and prosperous community by ending and preventing homelessness.
• Other mainstream services include:
• Non-Employment Income: Social Security, Social Security Disability, General Assistance, Cash Aid, CALWORKS, Veterans Benefits, Tribal TANF, and CAPI.
• Food Related Assistance: CalFresh, SNAP, and WIC.
• Legal Services: Bay Area Legal Aid and Law Foundation of Silicon Valley.
• Medical: Medicaid, Medicare, Covered California, and Valley Homeless Healthcare Program (VHHP).
• Employment Training Opportunities: Living Wage Employment Initiative. The area Continuum of Care provides a Living Wage Employment Initiative, which is a program that engages previously homeless program participants in job training, holds jobs fairs, and connects them with living-wage employment leading to careers in high growth industries.22
• Transportation: CalWorks
• Childcare: Early Childhood Providers and CalWorks

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

There are currently no facilities that meet the needs of the homeless or chronically homeless in Milpitas. The services provided to meet the needs of the homeless are:
• Project WeHope - Mobile shower and laundry services
• Homeless Engagement and Assessment Team – In partnership with the County, the County HEAT team

contracts with ABODE Services to provide outreach and engagement with the homeless population, to provide VI-SPIDAT assessments and enter these individuals into the community queue for housing opportunities.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

This section describes facilities and services for the special needs communities

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Elderly, Frail Elderly, and Persons with Disabilities
Elderly, frail elderly, and persons with disabilities have a range of housing needs, including maintaining affordability as rents continue to rise and fixed incomes do not keep pace. Another major factor will be retrofitting housing to accommodate their induvial needs. Additional resources to combat social isolation, depression, and food insecurity are all areas of concern for these special needs communities.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

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Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

For FY2022-23, the City Council allocated $150,000 to LifeMoves, a homeless shelter provider located in San Jose, CA who provides services and shelter space to Milpitas residents.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

See above

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

- High cost of land and development of housing in general
- Lack of local, state, and federal resources to promote more affordable housing
- Lack of available, developable land throughout the city
- Lack of appetite for more affordable housing from key stakeholders
- General political opposition preventing affordable housing

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

This section describes the non-housing community development assets that are unique to the city of Milpitas.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	213	4	1	0	-1
Arts, Entertainment, Accommodations	3,583	5,383	10	11	1
Construction	1,353	3,052	4	6	2
Education and Health Care Services	5,603	4,179	16	9	-7
Finance, Insurance, and Real Estate	1,384	965	4	2	-2
Information	2,375	889	7	2	-5
Manufacturing	7,740	14,423	22	30	8
Other Services	1,079	1,595	3	3	0
Professional, Scientific, Management Services	6,445	8,931	19	19	0
Public Administration	0	0	0	0	0
Retail Trade	2,778	4,832	8	10	2
Transportation and Warehousing	712	776	2	2	0
Wholesale Trade	1,557	2,298	4	5	1
Total	34,822	47,327	--	--	--

Table 40 - Business Activity

Data Source: 2013-2017 ACS (Workers), 2017 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	40,160
Civilian Employed Population 16 years and over	37,800
Unemployment Rate	5.90
Unemployment Rate for Ages 16-24	12.15
Unemployment Rate for Ages 25-65	4.34

Table 41 - Labor Force

Data Source: 2013-2017 ACS

Occupations by Sector	Number of People
Management, business and financial	14,225
Farming, fisheries and forestry occupations	1,830
Service	3,829
Sales and office	6,774
Construction, extraction, maintenance and repair	1,735
Production, transportation and material moving	2,460

Table 42 – Occupations by Sector

Data Source: 2013-2017 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	18,498	58%
30-59 Minutes	11,123	35%
60 or More Minutes	2,539	8%
Total	***32,160***	***100%***

Table 43 - Travel Time

Data Source: 2013-2017 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	2,000	210	1,905

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
High school graduate (includes equivalency)	5,180	330	1,615
Some college or Associate's degree	7,895	610	2,304
Bachelor's degree or higher	18,240	770	3,174

Table 44 - Educational Attainment by Employment Status

Data Source: 2013-2017 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	55	240	400	1,140	1,690
9th to 12th grade, no diploma	515	405	515	1,414	625
High school graduate, GED, or alternative	1,535	1,720	1,445	3,980	1,800
Some college, no degree	2,305	1,690	1,785	3,388	1,650
Associate's degree	250	880	1,040	2,020	684
Bachelor's degree	1,189	4,709	3,639	4,844	1,740
Graduate or professional degree	200	3,853	2,634	2,504	728

Table 45 - Educational Attainment by Age

Data Source: 2013-2017 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	0
High school graduate (includes equivalency)	0
Some college or Associate's degree	0
Bachelor's degree	0
Graduate or professional degree	0

Table 46 – Median Earnings in the Past 12 Months

Data Source Comments:

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Milpitas is highly specialized in computer and electronics design and manufacturing. Milpitas has a unique strength in attracting and retaining Research and Development (R&D) and advanced manufacturing. These firms are at the forefront of new technological innovations.

Manufacturing. This is Milpitas' largest industry sector, accounting for 26 percent of all jobs. By comparison, manufacturing jobs make up 15 percent of jobs in Santa Clara County. Employment in the manufacturing sector was stable between 2009 and 2013, but increased by 8 percent between 2013 and 2018. Manufacturing jobs grew at a comparable rate of 10 percent in Santa Clara County during this same period. Businesses in the manufacturing sector tend to be nationally and globally connected, trading and exporting goods to outside communities. Most manufacturing jobs in Milpitas are in advanced and high-tech Manufacturing, with only a small share of "traditional" manufacturing (e.g. food, beverage, wood products).

Professional, Scientific, and Technical Services (PSTS). This is the second largest industry by employment in Milpitas, with 19 percent of all jobs in the City. From 2009 to 2018, PSTS jobs in Milpitas grew at a healthy pace, but not as fast as Santa Clara County overall. Cisco is Milpitas' largest employer and accounts for a large share of these PSTS jobs.

Accommodation and Food Services. This is the third largest sector in Milpitas, with 10 percent of all jobs. Jobs in this sector have increased since 2009, matching a national shift away from traditional retail toward dining and drinking. "Accommodation" jobs (hospitality and hotel) also increased in Milpitas, in conjunction with strong hotel performance (pre-pandemic).

Retail trade. Milpitas has many jobs in retail trade (9 percent), and a mix of regional-serving and local-serving retail. For example, the Great Mall is a major regional retail destination drawing customers from a wide trade area, and auto dealerships also tend to draw from a regional trade area. Milpitas also has smaller, more local-serving retail centers as well.

Health Care and Social Assistance. This sector is primarily household-serving. Jobs in this sector grew rapidly, increasing from approximately 1,800 jobs in 2009 to 3,800 jobs in 2018, as Milpitas' local population ages.

Describe the workforce and infrastructure needs of the business community:

Milpitas has a very diverse workforce, with occupations at a range of skill levels and wages. The top three occupations, which each have more than 1,500 workers, include software developers and programmers, retail salespersons, and electrical/electronic assemblers.
Milpitas has many high skill/high wage computer, mathematical, and engineering occupations. This includes software developers and programmers, electrical and electronics engineers, industrial engineers, computer hardware engineers, and computer and information analysts.

There is also a concentration of various skilled trade production occupations in Milpitas—this is relatively unique within Silicon Valley. The largest production occupations in Milpitas include electrical and electronics assemblers, miscellaneous assemblers, fabricators, and production workers, semiconductor processors, machinists, and other assorted inspectors, testers, and samplers. These occupations are relatively concentrated in Milpitas compared to Santa Clara County. These tend to be middle-wage jobs with opportunities for upward mobility that, while requiring specialized skills and training, do not necessarily require very advanced degrees.

Many workers in Milpitas hold occupations in logistics. These include laborers and material movers, truck drivers, and industrial truck/tractor operators. These are generally low to mid-wage jobs, that require mid or low skill levels. Milpitas also has a large number of service industry workers, especially in retail and restaurants. Some of these occupations, such as retail salespersons, fast food and counter workers, waiters and waitresses, cashiers, and cooks, tend to be lower skill, lower paying jobs. Such low wages make it difficult for workers to afford housing in Silicon Valley, especially given rapidly rising housing costs across the region. Workers may need to take on more than one job in order to make ends meet.

On average, employed residents of Milpitas have slightly higher educational attainment than Milpitas workers. Employed residents in Milpitas that have a bachelor's degree, or more is 37 percent, compared to 35 percent of workers in Milpitas.

With a net import of workers, Milpitas is a jobs-rich community. There are more outside workers commuting into Milpitas for work than there are Milpitas residents leaving Milpitas for work. Milpitas' jobs-to-employed-residents ratio is 1.47, which is considerably higher than other neighboring cities such as San José or Fremont. About 12 percent of Milpitas' working residents both work and live in Milpitas.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

• Milpitas Transit Center opened in June 2020, which includes a multi-modal transit hub with BART, VTA Light Rail, bus system and future shuttle that connects Milpitas north, south and west.
• The Innovation District located around the Milpitas Transit Center may result in approximately 3M square feet of new office, research and development, industrial space with a workforce of thousands located in a premier Silicon Valley location with over 7,000 new residential units as part of a complete district and neighborhood.
• Milpitas Metro Specific Plan addresses the urban district with a focus on the Great Mall, the Innovation District, and the remaining connections and sites that will make this emerging area into an attractive and convenient neighborhood surrounded by the Milpitas Transit Center over the next 20 years.

• Gateway/Main Street Specific Plan will focus on preservation areas, civic, historic, cultural, & educational facilities, catalytic redevelopment, low height/density maximums, large blocks, and inconsistent setbacks, opportunities for urban parks, plazas, & small open spaces (existing creeks & greenways), streetscape improvements, branding, etc.
• Milpitas General Plan 2040 establishes goals, policies, and actions to guide the future growth and development of the city. The General Plan is a comprehensive, long-term policy document used by City leaders, City staff, developers, and community members in making decisions about the City's physical and social development. There is an
• Economic Development Element as part of the General Plan 2040.
• Housing Element

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Given that Milpitas residents have a high education attainment rate (bachelor's degree or higher of 55.3%), median household income of $140,124, home ownership rate of 63.7% and median age of 37.7 years, the future looks promising. However, during the pandemic, Milpitas has experienced an increase in the unhoused population and vulnerable people needing more assistance due to the housing crisis and the increase in the Bay Area's cost of living. While the poverty rate in Milpitas is 6.7% compared to the state of California's at 12.6%, the Bay Area constantly ranks as the most expensive area to live within the United States.

While Milpitas ranks well in Computer, Engineering and Science occupations, only 26.6% of those working in these fields are female. There is a strong desire for equity and balance as well as pay and wages to match male counterparts.

Milpitas's occupational mix is diverse. Of the top occupations by number of employees, there are good quality jobs in Software Development, Programming, Electrical and Electronics Assembly and Engineering. It also consists of Retail Salespersons, Fast Food and Counter Workers, Servers, Cashiers and Cooks. The occupations in Professional, Scientific, and Technical Services (PSTS) generally pay well. For the workforce in the service industry, it is likely that some of these employees may be under resourced and spending more than 30% of their household income on housing and transportation expenses. The City of Milpitas is focused on ensuring that career pipelines are in place for increasing the quality of life for all residents and employees.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

See above.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

<TYPE=[text] REPORT_GUID=[F8DC4D3147433947165558A235C46686] PLAN_SECTION_ID=[1370705000]>

Discussion

See above

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

There are currently no predominately low and moderate income census tracts in the city.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

Minority concentration is defined as census tracts where the percentage of individuals of a particular racial or ethnic minority group is at least 20 percentage points higher than the citywide average. LMI concentration is defined as census tracts where the median household income is 80% or less than the jurisdiction as a whole.
Because of the high percentage of minorities in the city, there are no areas that meet the definition of concentration. As for LMI concentration, there are areas of LMI concentration. Those areas are primarily in Census Tract 5044.18 (the Selwyn Dr./Edsel Dr. neighborhood) and the Census Tract 5044.12 (E. Calaveras apartments).

What are the characteristics of the market in these areas/neighborhoods?

These areas are multi-family, generally higher density, residential neighborhoods.

Are there any community assets in these areas/neighborhoods?

n/a

Are there other strategic opportunities in any of these areas?

The city will continue to explore strategic opportunities for our lower income residents.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

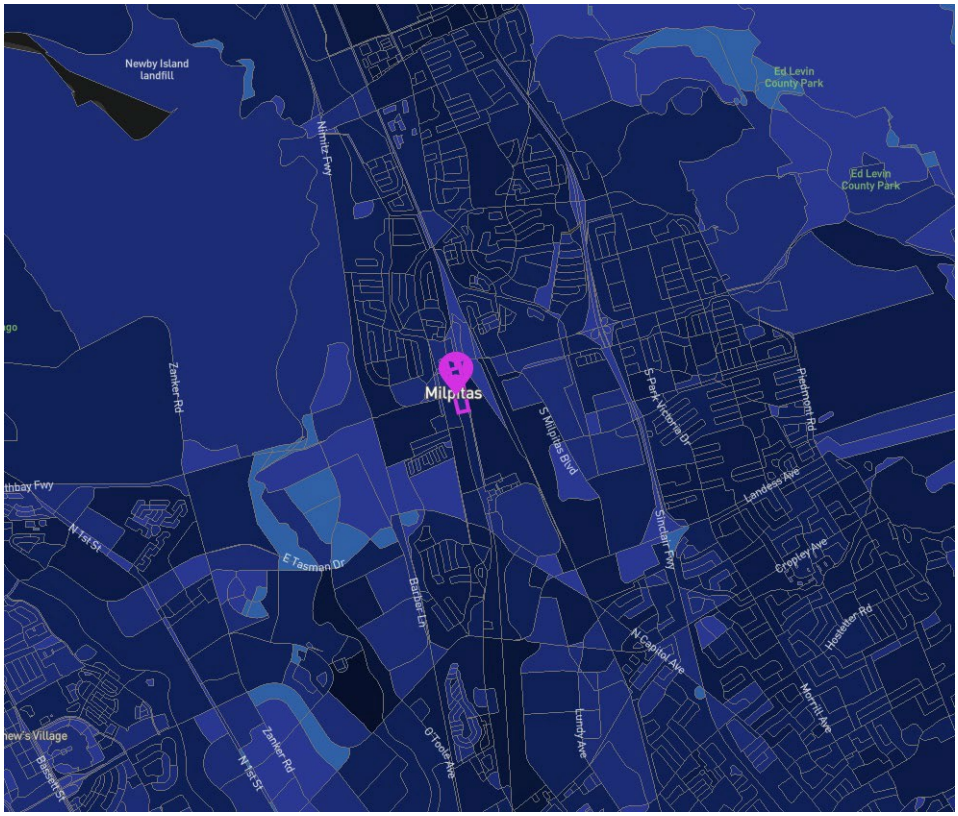
Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Access to technology is fundamental for low- and moderate-income households and neighborhoods. The need to adopt to modern technology is rooted in one's ability to be connected. Lack of broadband creates a distinct disadvantage in a world where every day tasks continue to be migrated online. These disparities are worsened in terms of access to health care, education, employment, civic participation, commerce, and inclusion in society.

The City of Milpitas currently has the access to broadband. Per the attached map, at least 5 broadband providers are available for residents. However, the City is currently unaware of the true lack of access to broadband among its lower income populaiton. In consultation with the Milpitas Union School District's (MUSD) McKinney Vento coordinator, a federal homelessness designation, access to broadband was discussed as a primary need for students, especially ones who do not maintain a consistent residence. During the heart of the pandemic, concern for the City's senior citizens manifested in CDBG activities related to access to broadband and technology to stay connected to loved ones and society at large.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Per HUD guidance, all Consolidated Plan submitted after January 1, 2018, must address broadband needs within the jurisdiction. Below is a map outlining mobile and the region's access to providers offering broadband services. According to the Federal Communications Commission Fixed Broadband Deployment Map, 100% of the City of Milpitas residents have access to broadband.
The majority of the City of Milpitas has access to 3-5 internet service providers. Data was obtained from the Federal Communications Commission's Fixed Broadband Deployment website. See attached photos for reference.



Broadband Map

All Providers Reporting Service

Census block ID: 060855045044022

Number of Fixed Residential Broadband Providers

Broadband

Technology ADSL, Cable, Fiber, Fixed Wireless, Satellite, Other
Speed ≥ 25/3 Mbps
Date Dec. 2020 *(latest public release)*

Provider	Tech	Down (Mbps)	Up (Mbps)
Comcast Corporation	Cable	1000	35
Sail Internet	Fixed Wireless	200	100
Etheric Networks, Inc.	Fixed Wireless	150	150
ViaSat, Inc.	Satellite	100	3
Hughes Network Systems, LLC	Satellite	25	3
AT&T Inc.	ADSL	18	1.5
Raw Bandwidth Telecom, Inc.	ADSL	15	1.5
VSAT Systems, LLC	Satellite	2	1.3

Broadband Legend

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Describe the jurisdiction's increased natural hazard risks associated with climate change.
Per HUD guidance, all Consolidated Plan submitted after January 1, 2018, must assess risks of natural hazard associated with climate change to low-and moderate-income residents. As part of the 2017 County of Santa Clara's Operational Area Hazard Mitigation Plan – a county wide plan that identifies risks from natural and manmade disasters and how to minimize damage – the City of Milpitas has reviewed and evaluated a set of potential natural hazards to help identify the top hazards threatening the area. The table below summarizes the analysis.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Vulnerable populations such as the elderly and disabled communities are adversely affected by natural hazards. Low- and moderate-income populations are also disproportionately affected by natural disasters as, on average, they lack the resources to adequately deal with the financial burden a natural disaster may impose.

Table 1

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Consolidated Plan for the City of Milpitas represents the needs of the community and goals to help address the needs which are outlined in the three-year Housing and Community Development Strategy. The list below will help allocate resources, identify strategies, and prioritize funding to implement the Consolidated Plan.
The following are the City's housing and community development goals:
1. Available resources to implement the proposed strategies
2. Affordable housing needs
3. Homeless needs and objectives
4. Other special groups needs
5. Anti-poverty strategy
6. Fair housing and services needs
7. Youth needs and services
8. Lead-Based paint reduction strategy
9. Institutional structure for implementing strategies
10. Reduction of barriers to affordable housing
11. Housing Authority
12. Community and economic development needs
13. Coordination among various agencies
14. Support activities that provide interim assistance to low- and moderate-income households at risk of being evicted due to a COVID-19-related hardship.
15. Support activities that provide loans to microenterprises experiencing hardships due to COVID-19. Support activities that provide loans to small businesses experiencing hardships due to COVID-19.

The Milpitas Housing and Community Development Strategy Plan identify activities that will be funded with the Community Development Block Grant entitlement funds. Whenever appropriate, Milpitas will use other funding sources (local funds, housing authority funds, outside grants, housing trust fund, leveraging, etc.) to address the needs that will be discussed in this chapter to provide a comprehensive assessment of the City's overall housing and community development strategy.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 47 - Geographic Priority Areas

1	**Area Name:**	City of Milpitas
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	Funds will be spent citywide to assist low-income residents.
	Include specific housing and commercial characteristics of this target area.	Funds will be spent citywide to assist low-income residents. The City does not have any geographic areas. Funds will be spent citywide to assist low-income residents.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	The consultation and citizen participation identified groups versus neighborhoods as the primary focus area. Seniors, children, and disabled residents are among the groups identified to have needs. As such, funds will be spent citywide to assist low-income residents in these and other groups as needed.
	Identify the needs in this target area.	Needs identified in the City: • Senior food insecurity • Senior legal assistance • Housing search assistance • Domestic Violence prevention • Services for Children
	What are the opportunities for improvement in this target area?	Providing greater assistance to populations at risk of homelessness is an area for improvement. However, public services caps prevent significant resource from being deployed in this area.

	Are there barriers to improvement in this target area?	Receiving the necessary resources from the State/Federal government to adequately solve these issues continues to be a barrier for improvement.

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The city does not receive HOPWA funds. It does receive CDBG funds which are allocated to benefit low- and moderate-income persons throughout the city.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	**Priority Need Name**	Affordable Housing Development and Preservation
	Priority Level	High
	Population	Low Moderate Individuals Families with Children veterans Victims of Domestic Violence Unaccompanied Youth Elderly Victims of Domestic Violence
	Geographic Areas Affected	
	Associated Goals	Maintain and Preserve Existing Housing New Affordable Housing Affordable Housing Rental Rehabilitation
	Description	Develop and preserve affordable housing and owner housing which includes rehabilitation and new construction.
	Basis for Relative Priority	Priority needs based on current housing prices and conditions. Feedback from communitywide survey and public forums.
2	**Priority Need Name**	Community Services/Public Services
	Priority Level	High
	Population	Low Moderate Chronic Homelessness Individuals Unaccompanied Youth
	Geographic Areas Affected	

	Associated Goals	Community Funding/Public Services Public services - Residents at risk of eviction Public Services for Domestic Violence support Explore the use of HUD Section 108 Loan Guarantee
	Description	Greater provision of community services for those who are homeless or who have urgent housing instability.
	Basis for Relative Priority	Housing data has shown increasing rates of homelessness and increasing housing prices. Feedback from communitywide survey and public forums.
3	**Priority Need Name**	Community Services - Public Services for Children
	Priority Level	High
	Population	Low Moderate Large Families Families with Children Families with Children Unaccompanied Youth
	Geographic Areas Affected	
	Associated Goals	Public Services for Children and Youth
	Description	Greater provision of community social services low- and moderate-income families with children, youth and emancipated youth
	Basis for Relative Priority	Feedback from COVID-19 focus groups.
4	**Priority Need Name**	Community Services - Public Services for Seniors
	Priority Level	High
	Population	Extremely Low Low Moderate Elderly Elderly Frail Elderly
	Geographic Areas Affected	

	Associated Goals	Public Services for Seniors
	Description	Greater provision of community services for seniors
	Basis for Relative Priority	Feedback from COVD-19 focus groups.
5	**Priority Need Name**	Community Services - Fair Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Individuals Families with Children Victims of Domestic Violence
	Geographic Areas Affected	
	Associated Goals	Fair Housing
	Description	Greater provision of community services including fair housing, landlord/tenant mediation, and legal services
	Basis for Relative Priority	Feedback from public forum.
6	**Priority Need Name**	Community, Public, and Neighborhood Sustainability
	Priority Level	Low
	Population	Extremely Low Low Moderate Middle Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Public Improvements - Accessibility & Public Fac.
	Description	Preservation, revitalizing, and maintenance of neighborhoods.

	Basis for Relative Priority	The priority needs are based on feedback from communitywide survey and public forums.
7	**Priority Need Name**	Economic Development
	Priority Level	High
	Population	Low Moderate Other
	Geographic Areas Affected	
	Associated Goals	Assist Microenterprises and Small Businesses Explore the use of HUD Section 108 Loan Guarantee
	Description	Create and retain jobs and encourage businesses etc. to provide educational and job readiness.
	Basis for Relative Priority	The priority needs are based on feedback from communitywide survey and public forums and COVID-19 stakeholder meetings.

Narrative (Optional)

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	As per the Needs Assessment, 12 percent of households in the city are severely cost burdened and pay more than 50 percent of their income toward housing costs.
TBRA for Non-Homeless Special Needs	Housing costs in the region continue to increase and be more burdensome for those with special needs. Housing affordability can help minimize the burden held by persons with special needs along with greater availability for supportive housing.
New Unit Production	The State of California's Housing and Community Development Department has established the current Regional Housing Needs Assessment (RHNA) for the City of Milpitas for the years 2014-2023. The city was allocated 3,290 units, of which 1,004 units for very-low income households, 570 to low income, 565 units to moderate and 1,151 units to above moderate-income households. This number is expected to close to 10,000 units in the next RHNA cycle.
Rehabilitation	Over 60% of the housing stock in Milpitas was built before 1970, in which many will be due for repairs and rehabilitation work. The city's CDBG funds will continue to fund organizations that complete repairs and rehabilitation for low and very low-income households.
Acquisition, including preservation	With a lack of vacant land and funding for new development, acquisition and preservation of the current housing stock is important to maintain the affordable housing stock.

Table 49 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	660,871	0	0	660,871	1,980,000	Prior Year resources in the amount of $594,882.86 and current program income of $81,085.24 from a revolving loan fund will be reallocated to con plan 2025-2030. Only 20% of the program income earned from RL in the current year ($16,217.05/$81,085.20) will be allocated to program administration in 2022-2025 Con Plan. The remaining revolving loan funds will be reallocated for use next program

Table 50 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The diminishing amount of funds continues to be the most significant obstacle to addressing the needs of underserved populations. To address this, the City supplements its CDBG funding with other resources and funds, such as:

• The City of Milpitas Affordable Housing Fund – Used primarily to increase the number of new affordable housing units. It is funded through fees collected from developers in accordance with Affordable Housing Ordinance 297. As an example, the City used these funds to initially fund

the Pilot Rent Relief Program the City established in November 2019.

• The City's provides loans on an ongoing, as qualified basis for BMR applicants to qualify for purchasing an available BMR unit.

• Measure A Affordable Housing Bond was approved by voters in November 2016 that approved $950 million dollars for the County to address housing needs for the most vulnerable residents, those in the extremely low-income households.

The City has taken proactive steps to help decrease the barriers in affordable housing through the following ordinances:

Resolution No. 8523

The City adopted Resolution No. 8523 on February 2, 2016, which recognizes homelessness as a crucial problem in the County and will consider contributing to future affordable housing projects that will house the homeless. The City is in discussion to create its first 100% permanent supporting housing project in Milpitas.

Affordable Housing Ordinance

On June 12, 2018, the City Council adopted Affordable Housing Ordinance No. 297 which requires that any new development with 10 or more units must include 15% of the units these units as affordable. The ordinance applies to both rental and ownership developments. In January 2022, Council approved changes to the Affordable Housing Ordinance to encourage more on-site affordable housing production. Council also adopted changes to add clarity and consistency throughout the ordinance.

Density Bonus Ordinance

To attract developers to build affordable units, the Density Bonus Ordinance will allow developers the ability to build above their permitted densities in permitted zoning districts in exchange for the provision of affordable units in the development.

Below Market Rate Ownership

The City manages a Below Market Rate (BMR) Ownership program for first-time, income-qualified homebuyers. Once a unit from the current BMR housing stock becomes available, the homebuyer will have the ability to purchase a home in Milpitas at one of the various developments throughout the City. For qualified households, the City also provides a loan of up to $50,000.

Fair Housing

Milpitas provides CDBG funds to Project Sentinel. Project Sentinel is a reputable organization that provides expertise in fair housing and tenant-landlord dispute. Services include information, referrals, community outreach and education in several languages other than English, investigation, and resolving fair housing complaints. In addition, they provide education and outreach to property owners, and property management to become proactive in their housing policies.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

There are two parcels controlled by the City. One parcel, located at 1432 S. Main Street, is owned by Milpitas Housing Authority and is approximately 0.9 acres in size. Currently the parcel is occupied by commercial tenants, but the land is zoned as high-density multi-family residential. The other parcel, approximately 1.7 acres, is located adjacent to the Milpitas Housing Authority property and is owned by the City of Milpitas. That City parcel is also occupied by commercial business but is also zoned for multi-family residential use. In January 2022, the City Council directed staff to sell the parcel owned by the Milpitas Housing Authority with the intent that the buyer will develop affordable housing.

Discussion

See above

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Milpitas Planning and Neighborhood Services	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Public Housing Rental neighborhood improvements public facilities public services	Jurisdiction
County of Santa Clara Office of Supportive Housing	Continuum of care	Economic Development Homelessness Non-homeless special needs Ownership Public Housing Rental neighborhood improvements public facilities public services	Region
PROJECT SENTINEL	Non-profit organizations	Planning Rental	Region
HOUSING AUTHORITY COUNTY OF THE COUNTY OF SANTA CLARA	PHA	Ownership Public Housing Rental	Region
The Health Trust	Non-profit organizations	public services	Region

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Silicon Valley Independent Living Center	Non-profit organizations	public services	Region
CATHOLIC CHARITIES OF SANTA CLARA COUNTY	Non-profit organizations	public services	Region
REBUILDING TOGETHER SILICON VALLEY	Non-profit organizations	Non-homeless special needs	Region
ABODE SERVICES		public services	Region
Next Door Solutions to Domestic Violence	Non-profit organizations	public services	Region
YWCA	Non-profit organizations	public services	Region

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The delivery structure is established to provide social services to the community. Current strengths of the system include its ability to reach seniors, children and youth, and victims of domestic violence. The system has gaps in assisting the homeless and those most at-risk of homelessness. Currently, there are no homeless shelters located within the City limits. The closest shelter is more than 10 miles away in downtown San Jose. The system also lacks in providing adequate resources for those most at risk of experiencing homelessness. While the city has made strides to enhance that section of the delivery system, a substantial investment must be made to prevent those most at risk of homelessness from experiencing homelessness.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance			
Rental Assistance	X		
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	

Supportive Services			
Alcohol & Drug Abuse			
Child Care			
Education			
Employment and Employment Training			
Healthcare			
HIV/AIDS			
Life Skills			
Mental Health Counseling	X	X	
Transportation			
Other			

Table 52 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

Currently, there are no homeless shelters located within the City limits. The closest shelter is more than 10 miles away in downtown San Jose. The system also lacks in providing adequate resources for those most at risk of experiencing homelessness. While the city has made strides to enhance that section of the delivery system, a substantial investment must be made to prevent those most at risk of homelessness from experiencing homelessness.
The City contracts with the County of Santa Clara's Office of Supportive Housing to secure services from its Homeless Engagement and Assessment Team (HEAT). HEAT focuses on providing direct outreach services to Milpitas' unhoused residents. The outreach results in the placement of our unhoused residents into the community queue for transitional housing opportunities in the long term and counseling, mental health, and other resources in the short term.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Current strengths of the system include its ability to reach seniors, children and youth, and victims of domestic violence. The system has gaps in assisting the homeless and those most at-risk of homelessness. Currently, there are no homeless shelters located within the City limits. The closest shelter is more than 10 miles away in downtown San Jose. The system also lacks in providing adequate resources for those most at risk of experiencing homelessness. While the city has made strides to enhance that section of the delivery system, a substantial investment must be made to prevent those most at risk of homelessness from experiencing homelessness.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City endeavors to connect with new service providers that can aid in filling gaps in the delivery system. However, the greatest need is to provide affordable housing opportunities. These opportunities are very few and far between. The 2020 County plan to end homelessness addresses the region's strategy to house the unhoused population. As a regional approach, the County plan identifies a three part strategy: (1) Address the root causes of homelessness through system and policy change; (2) Expand homelessness prevention and housing programs to meet the need; and (3) Improve quality of life for unsheltered individuals and create healthy neighborhoods for all. With this strategy, the county estimates a 30% reduction in the annual inflow of people becoming homeless.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Maintain and Preserve Existing Housing	2022	2024	Affordable Housing Non-Homeless Special Needs	City of Milpitas	Affordable Housing Development and Preservation	CDBG: $7000001~~,294,883~~	Homeowner Housing Rehabilitated: 50 Household Housing Unit
2	New Affordable Housing	2022	2024	Affordable Housing	City of Milpitas	Affordable Housing Development and Preservation	CDBG: $50,000	Rental units constructed: 50 Household Housing Unit
3	Affordable Housing Rental Rehabilitation	2022	2024	Affordable Housing Non-Housing Community Development	City of Milpitas	Affordable Housing Development and Preservation	CDBG: $100,000	Rental units rehabilitated: 148 Household Housing Unit
4	Community Funding/Public Services	2022	2024	Homeless Non-Homeless Special Needs	City of Milpitas	Community Services/Public Services	CDBG: $150,000	Public service activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
5	Public services - Residents at risk of eviction	2022	2024	Homeless Non-Homeless Special Needs	City of Milpitas	Community Services/Public Services	CDBG: $50,000	Public service activities for Low/Moderate Income Housing Benefit: 20 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Fair Housing	2022	2024	Affordable Housing Non-Homeless Special Needs	City of Milpitas	Community Services - Fair Housing	CDBG: $150,000	Public service activities other than Low/Moderate Income Housing Benefit: 60 Persons Assisted
7	Public Services for Children and Youth	2022	2024	Non-Homeless Special Needs	City of Milpitas	Community Services - Public Services for Children	CDBG: $45,000	Public service activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted
8	Public Services for Seniors	2022	2024	Non-Homeless Special Needs Non-Housing Community Development	City of Milpitas	Community Services - Public Services for Seniors	CDBG: $210,000	Public service activities other than Low/Moderate Income Housing Benefit: 1250 Persons Assisted
9	Public Services for Domestic Violence support	2022	2024	Non-Homeless Special Needs	City of Milpitas	Community Services/Public Services	CDBG: $75,000	Public service activities other than Low/Moderate Income Housing Benefit: 80 Persons Assisted
10	Public Improvements - Accessibility & Public Fac.	2022	2024	Non-Housing Community Development	City of Milpitas	Community, Public, and Neighborhood Sustainability	CDBG: $450,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
11	Assist Microenterprises and Small Businesses	2022	2024	Non-Housing Community Development	City of Milpitas	Economic Development	CDBG: $368,000	Businesses assisted:- 40 Businesses Assisted
12	Explore the use of HUD Section 108 Loan Guarantee	2022	2024	Affordable Housing Non-Housing Community Development	City of Milpitas	Community Services/Public Services Economic Development		

Table 53 – Goals Summary

Goal Descriptions

1	**Goal Name**	Maintain and Preserve Existing Housing
	Goal Description	Maintain and preserve existing housing for LMI Households
2	**Goal Name**	New Affordable Housing
	Goal Description	Through the use of CDBG funds, the City will loan or grant a minimum of $50,000 to a 100% affordable housing development building a minimum of 50 affordable units in Milpitas.
3	**Goal Name**	Affordable Housing Rental Rehabilitation
	Goal Description	Affordable housing rehabilitation to benefit LMI households

4	**Goal Name**	Community Funding/Public Services
	Goal Description	Support public services activities to benefit members of the community
5	**Goal Name**	Public services - Residents at risk of eviction
	Goal Description	Support public services activities to benefit members of the community at risk of eviction
6	**Goal Name**	Fair Housing
	Goal Description	Provide fair housing services to benefit LMI individuals
7	**Goal Name**	Public Services for Children and Youth
	Goal Description	Provide public services activities to LMI children
8	**Goal Name**	Public Services for Seniors
	Goal Description	Provide public services activities to LMI seniors
9	**Goal Name**	Public Services for Domestic Violence support
	Goal Description	Support public services activities to benefit LMI individuals
10	**Goal Name**	Public Improvements - Accessibility & Public Fac.
	Goal Description	Provide accessibility and access to public facilities such as homeless and domestic violence shelters to benefit LMI individuals
11	**Goal Name**	Assist Microenterprises and Small Businesses
	Goal Description	Assist Microenterprises and Small Businesses

12	**Goal Name**	Explore the use of HUD Section 108 Loan Guarantee
	Goal Description	Support activities that assist in addressing the Affordable Housing Development and Preservation& Economic Development goals with the use of Section 108 funds.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The three-year Consolidated Plan estimates to provide affordable housing as defined by HOME to 148 renter households, 100 homeowner households, as well as assisting in the construction of 50 affordable rental units. That is a total of 298 households. The estimated breakdown of affordability will be as follows:
ELI: 180
LI: 80
MOD: 38
The City's goal is to assist the lowest income residents as these residents tend to experience housing insecurity more disproportionately.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

n/a

Activities to Increase Resident Involvements

n/a

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

n/a

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

- High cost of land and development of housing in general
- Lack of local, state, and federal resources to promote more affordable housing
- Lack of available, developable land throughout the city
- Lack of appetite for more affordable housing from key stakeholders
- General political opposition preventing affordable housing

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

Resolution No. 8523
The City adopted Resolution No. 8523 on February 2, 2016, which recognizes homelessness as a crucial problem in the County and will help contribute to future affordable housing projects that will house homeless.
Affordable Housing Ordinance
On June 12, 2018, the City Council adopted Affordable Housing Ordinance No. 297 which requires that any new development with 10 or more units must include 15% of the units these units as affordable. The ordinance applies to both rental and ownership developments. In January 2022, Council approved changes to the Affordable Housing Ordinance to encourage more on-site affordable housing production. Council also adopted changes to add clarity and consistency throughout the ordinance.
Density Bonus Ordinance
To attract developers to build affordable units, the Density Bonus Ordinance will allow developers the ability to build above their permitted densities in permitted zoning districts in exchange for the construction of affordable units.
Below Market Rate Ownership
The City manages a Below Market Rate (BMR) Ownership program for first-time, income-qualified homebuyers. Once a unit from the current BMR housing stock becomes available, a qualified applicant from the waiting list will have the ability to purchase a home in Milpitas at one of the various developments throughout the City. For qualified households, the City also provides a loan of up to $50,000.
Fair Housing
Milpitas provides CDBG funds to Project Sentinel. Project Sentinel is a reputable organization that provides expertise in fair housing and tenant-landlord dispute. Services include information, referrals, community outreach and education in several languages other than English, investigation, and resolving fair housing complaints. In addition, they provide education and outreach to property owners, and property management to become proactive in their housing policies.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In October 2020, the City Council endorsed the 2020-2025 Santa Clara County Plan to End Homelessness. On November 10, 2020, the City Council approved and authorized staff to enter into an agreement for homeless outreach, assessment, and street-based case management services with Santa Clara County. In December 2020, the City Council authorized staff to contract with Project WeHope to provide mobile shower and laundry services in Milpitas. The City Council also established a Homelessness Task Force, who will be responsible for providing low cost homeless response suggestions to the City Council. The City's Building Safety and Housing team will continue to explore resources that can further benefit the homeless population in Milpitas.
The Santa Clara Office of Supportive Housing surveys homeless individuals every two years and writes strategic plans every five years, which involves extensive community engagement.

Addressing the emergency and transitional housing needs of homeless persons

The City of Milpitas will address emergency shelter and transitional housing needs of homeless persons by continuing to coordinate services between the City's Police, Building Safety & Housing, and Public Works Departments and our local service providers, such as LifeMoves.

CDBG Funded

- Next Door Solutions to Domestic Violence: Next Door Solutions to Domestic Violence provides client-centered, community-based supportive services for victims of domestic violence and his/her children. The organization also provides undisclosed emergency shelter when requested and needed by the individual and/or family.
- YWCA Silicon Valley (YWCA): YWCA Silicon Valley empowers women and her children to end racism and violence through offering supportive services for self-improvement and undisclosed emergency shelter for short-term to a longer amount of time if needed. YWCA also provides clients referrals to permanent housing if possible, and available.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

On November 10, 2020, the City Council approved and authorized staff to enter into an agreement for homeless outreach, assessment, and street-based case management services with Santa Clara County.

The assessment will place our residents in the Santa Clary County community queue, which is the pathway towards being placed in rapid rehousing, transitional or permeant affordable housing. On March 16, 2022, the City Council approved allocating $100,000 from the Federal American Rescue Plan Act funding to extend the homeless outreach, assessment, and street-based case management services contract for an additional year.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

As mentioned in the previous paragraph of CDBG funded programs related to emergency shelter, the City also funds organizations that take proactive measures in helping individuals in need of legal help, youth needs and concerns and fair housing so that he/she can become informed of his or her rights before the individual is forced into homelessness.

CDBG and City Local Funds

• Rent Relief Program: The Silicon Valley Independent Living Center has been administering the City's Rent Relief Program, which offers low- and moderate-income residents no more than 3 months of rental assistance to prevent eviction, avoid community displacement, and to remain housed.

• Child Advocates of Silicon Valley: Child Advocates connect court appointed special advocates (CASAs) to foster children. These volunteers must make a commitment to the children for a long-term, many for his or her entire life. The consistent support of the CASA is often the only adult who has steadily remained with the child, providing crucial mentorship.

• Seniors Adults Legal Assistance (SALA): SALA is committed to providing free-legal services to seniors. Legal services that SALA provides ranges from: public benefits, long-term care, alternatives to institutionalization, elder abuse, long-term care insurance, incapacity planning, probate, simple wills and housing – related to Landlord-Tenant issues. Often, many seniors do not know his or her housing rights or sign over the will of their house without knowing, and with fixed income, many are unable to provide legal help. SALA provides legal help free of charge for these low to extremely low-income seniors.

Milpitas does not currently have an institutional discharge policy. The City collaborates with the Santa Clara County CoC, who recently updated their Quality Assurance Standards to include a homeless discharge coordination policy.

The County CoC endeavors to provide guidance and resources to those released from institutions. The discharge policy includes access to reentry resource centers where, for example, an VI-SPIDAT could be administered. The VI-SPIDAT measures the acuity level of an individual and is used to inform what type

of support or housing needs are required. It also serves as the entry point for access to other resources or supportive services, such as residential or outpatient treatment, transitional housing, or emergency shelter access.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The County of Santa Clara has received funding from State's Department of Health Service and Federal Government for Center for Disease Control to implement a Childhood Lead Poisoning Prevention Program. The funded programs include community outreach screen, case management and public education to inform low-to-moderate income and older communities. The project will then follow up with environmental testing, lead-based education, blood-lead testing for children, hazard reduction grants and follow up with monitoring and testing.
Milpitas has adopted a Lead-Based Paint Management Plan which complies with HUD Based Paint regulations, which outlines the required states of abatement and remediation for rehabilitation projects. In addition, the City publicize and identifies lead-based hazards and older residential projects through its Code Enforcement Division and Building Department. In addition, projects undergoing rehabilitation, under the City's Rehabilitation, provides technical assistance and abatement of lead-based paints.

How are the actions listed above related to the extent of lead poisoning and hazards?

Fifty-five percent of owner-occupied homes in Milpitas were built prior to 1970, the period of time identified as using lead-based paint.

How are the actions listed above integrated into housing policies and procedures?

Milpitas has adopted a Lead-Based Paint Management Plan which complies with HUD Based Paint regulations, which outlines the required states of abatement and remediation for rehabilitation projects.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City of Milpitas will follow these actions:
• Work with non-profit housing developers to fund and provide more affordable housing opportunities to address the homeless problem and needs of very low and low-income households.
• Provide funding and supportive services to prevent very low-income persons and families from becoming homeless and assist them in ending the cycle of homelessness.
• Address the employment and income needs of individuals and families who are economically disadvantaged, including persons who are homeless, who have disabilities, and those who are participating in the County of Santa Clara Welfare-to-Work Programs.
• Provide funding for a variety of services and referrals to assist people in obtaining access to public assistance to prevent poverty.
• Per Section 3, if there are HUD funded projects that can create direct economic opportunities must take every effort to recruit, target and directed towards low and very low-income residents and businesses.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Many of the organizations the City contracts with regionally work to reduce poverty within the City. Our respective plan and missions are very well aligned to confront poverty.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

At this time, the city does not have a documented monitoring process or procedure. The City's goal is to create these detailed standards and procedures during program year 2022.
In general, the City enters into a subrecipient agreement with each subgrantee. The terms and conditions are in compliance with HUD regulations and approved by our City Attorney. Once per quarter, each subgrantee is to report their activities to the City. This has allowed the City to maintain a high integrity level with regards to monitoring our subgrantees and reporting our progress to HUD.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	660,871.00	0.00	0.00	660,871.00	1,980,000.00	Prior Year resources in the amount of $594,882.86 and current program income of $81,085.24 from a revolving loan fund will be reallocated to con plan 2025-2030. Only 20% of the program income earned from RL in the current year ($16,217.05/$81,085.20) will be allocated to program administration in 2022-2025 Con Plan. The remaining revolving loan funds will be reallocated for use next program

Table 54 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how

matching requirements will be satisfied

The diminishing amount of funds continues to be the most significant obstacle to addressing the needs of underserved populations. To address this, the City supplements its CDBG funding with other resources and funds, such as:

• The City of Milpitas Affordable Housing Fund – Used primarily to increase the number of new affordable housing units. It is funded through fees collected from developers in accordance with Affordable Housing Ordinance 297. As an example, the City used these funds to initially fund the Pilot Rent Relief Program the City established in November 2019.
• The City's provides loans on an ongoing, as qualified basis for BMR applicants to qualify for purchasing an available BMR unit.
• Measure A Affordable Housing Bond was approved by voters in November 2016 that approved $950 million dollars for the County to address housing needs for the most vulnerable residents, those in the extremely low-income households.

The City has taken proactive steps to help decrease the barriers in affordable housing through the following ordinances:
Resolution No. 8523
The City adopted Resolution No. 8523 on February 2, 2016, which recognizes homelessness as a crucial problem in the County and will consider contributing to future affordable housing projects that will house the homeless. The City is in discussion to create its first 100% permanent supporting housing project in Milpitas.
Affordable Housing Ordinance
On June 12, 2018, the City Council adopted Affordable Housing Ordinance No. 297 which requires that any new development with 10 or more units must include 15% of the units these units as affordable. The ordinance applies to both rental and ownership developments. In January 2022, Council approved changes to the Affordable Housing Ordinance to encourage more on-site affordable housing production. Council also adopted changes to add clarity and consistency throughout the ordinance.
Density Bonus Ordinance
To attract developers to build affordable units, the Density Bonus Ordinance will allow developers the ability to build above their permitted densities in permitted zoning districts in exchange for the provision of affordable units in the development.
Below Market Rate Ownership
The City manages a Below Market Rate (BMR) Ownership program for first-time, income-qualified homebuyers. Once a unit from the current BMR housing stock becomes available, the homebuyer will have the ability to purchase a home in Milpitas at one of the various developments throughout the City. For qualified households, the City also provides a loan of up to $50,000.
Fair Housing
Milpitas provides CDBG funds to Project Sentinel. Project Sentinel is a reputable organization that provides expertise in fair housing and tenant-landlord dispute. Services include information, referrals, community outreach and education in several languages other than English, investigation, and resolving fair housing complaints. In addition, they provide education and outreach to property owners, and property management to become proactive in their housing policies.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

There are two parcels controlled by the City. One parcel, located at 1432 S. Main Street, is owned by Milpitas Housing Authority and is approximately 0.9 acres in size. Currently the parcel is occupied by commercial tenants, but the land is zoned as high-density multi-family residential. The other parcel, approximately 1.7 acres, is located adjacent to the Milpitas Housing Authority property and is owned by the City of Milpitas. That City parcel is also occupied by commercial business but is also zoned for multi-family residential use. In January 2022, the City Council directed staff to sell the parcel owned by the Milpitas Housing Authority with the intent that the buyer will develop affordable housing.

Discussion

See above

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Maintain and Preserve Existing Housing	2022	2025	Affordable Housing Non-Homeless Special Needs	City of Milpitas	Affordable Housing Development and Preservation	CDBG: $249,566.15	Homeowner Housing Rehabilitated: 27 Household Housing Unit
3	Affordable Housing Rental Rehabilitation	2022	2025	Affordable Housing Non-Housing Community Development	City of Milpitas	Affordable Housing Development and Preservation	CDBG: $30,000.00	Rental units rehabilitated: 148 Household Housing Unit
4	Community Funding/Public Services	2022	2025	Homeless Non-Homeless Special Needs	City of Milpitas	Community Services/Public Services	CDBG: $5,000.00	Public service activities other than Low/Moderate Income Housing Benefit: 20 Persons Assisted
6	Fair Housing	2022	2025	Affordable Housing Non-Homeless Special Needs	City of Milpitas	Community Services - Fair Housing	CDBG: $56,290.00	Public service activities other than Low/Moderate Income Housing Benefit: 20 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Public Services for Children and Youth	2022	2025	Non-Homeless Special Needs	City of Milpitas	Community Services - Public Services for Children	CDBG: $10,000.00	Public service activities other than Low/Moderate Income Housing Benefit: 6 Persons Assisted
8	Public Services for Seniors	2022	2025	Non-Homeless Special Needs Non-Housing Community Development	City of Milpitas	Community Services - Public Services for Seniors	CDBG: $84,130.65	Public service activities other than Low/Moderate Income Housing Benefit: 412 Persons Assisted
10	Public Improvements - Accessibility & Public Fac.	2022	2025	Non-Housing Community Development	City of Milpitas	Community, Public, and Neighborhood Sustainability	CDBG: $150,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted

Table 55 – Goals Summary

Goal Descriptions

1	**Goal Name**	Maintain and Preserve Existing Housing
	Goal Description	
3	**Goal Name**	Affordable Housing Rental Rehabilitation
	Goal Description	
4	**Goal Name**	Community Funding/Public Services
	Goal Description	

6	**Goal Name**	Fair Housing
	Goal Description	
7	**Goal Name**	Public Services for Children and Youth
	Goal Description	
8	**Goal Name**	Public Services for Seniors
	Goal Description	
10	**Goal Name**	Public Improvements - Accessibility & Public Fac.
	Goal Description	

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Milpitas only receives Community Development Block Grant (CDBG) funding. If available and recommended in certain circumstances, the City Council may also augment the funds and contribute from local funds, such as the Housing Authority Fund. All the funds mentioned, are in efforts to serve and improve the lives of low- and moderate-income persons in Milpitas.

Projects

#	Project Name
1	Catholic Charities of Santa Clara County
2	Child Advocates of Silicon Valley
3	Lighthouse of Hope Counseling Center
4	Senior Adults Legal Assistance
5	Silicon Valley Independent Living Center
6	Sourcewise - Meals on Wheels
7	The Health Trust
8	Terrace Gardens Senior Housing - Meal Delivery
9	Milpitas Senior Center Nutrition Program
10	Terrace Gardens Senior Housing
11	Rebuilding Together Silicon Valley
12	LifeMoves
13	Project Sentinel (Fair Housing)
14	Program Administration

Table 56 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities are derived through qualitative research such as surveys, public meetings, public hearings and other avenues of resident input. The research has impacted the priority needs that address the most vulnerable population in our communities and the City Council has established the priorities to address those underserved needs. The main obstacle is the lack of available funding and lack of flexibility in CDBG funding. As only 15% of the grant is available for public service activities, this severely limits the use of funds on addressing high priority needs.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Catholic Charities of Santa Clara County
	Target Area	City of Milpitas
	Goals Supported	Public Services for Seniors
	Needs Addressed	Community Services - Public Services for Seniors
	Funding	CDBG: $14,000.00
	Description	CCSCC is a 501c3 non-profit organization with the mission to serve and advocate for individuals and families in need, especially those living in poverty. Rooted in gospel values, we work to create a more just and compassionate community in which people of all cultures and beliefs can participate and prosper. CCSCCs LTCOP is the sole provider of ombudsman services for Santa Clara County, making contact with approximately 11,000 residents of LTC facilities annually. The program is essential to the well-being of these vulnerable residents. The need for this program will only increase with the projected growth in the areas older adult population.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Public service activities other than Low/Moderate Income Housing Benefit for 40 milpitas residents.
	Location Description	2625 Zanker Rd. San Jose, CA, 95134
	Planned Activities	The Long Term Care Ombudsman Program FY 22-23 Goals: 1) HUD Metric: Visit 40 unduplicated residents in Milpitas Long Term Care Facilities 2) Visit 6 Long Term Care Facilities in Milpitas 3) Resolve 10 complaints on behalf of residents in Milpitas Long Term Care Facilities 4) Make 22 in-person or phone “visits” with the facilities regularly to help them meet their physical needs and ensure that their daily living activities are supported.
2	**Project Name**	Child Advocates of Silicon Valley
	Target Area	City of Milpitas
	Goals Supported	Public Services for Children and Youth
	Needs Addressed	Community Services - Public Services for Children

	Funding	CDBG: $10,000.00
	Description	Our mission is to be there for every foster child in Silicon Valley who has experienced abuse, neglect and/or abandonment. The CDBG grant will support us in achieving our vision of a Silicon Valley where every foster child has the nurturing support and resources needed to thrive.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Public service activities other than Low/Moderate Income Housing Benefit for 6 milpitas residents.
	Location Description	509 Valley Way, Bldg. 2 Milpitas, CA, 95035
	Planned Activities	Child Advocates of Silicon Valley's FY 22-23 Goals: 1) HUD Metric: Provide a CASA to 6 Milpitas youth 2) Recruit 6 new CASA volunteers
3	**Project Name**	Lighthouse of Hope Counseling Center
	Target Area	City of Milpitas
	Goals Supported	Community Funding/Public Services
	Needs Addressed	Community Services/Public Services
	Funding	CDBG: $5,000.00
	Description	The Lighthouse of Hope is a non-profit, community-based counseling organization that provides a safe place to heal for those who struggle with addiction, abuse, anxiety, or mental health issues. We are open to everyone and judge no one. Our low-cost counseling will be provided to 20 Milpitas residents. All counseling services will be provided virtually, through telephone, or AnywhereCare, a product of iSalus Healthcare. AnywhereCare is a fully integrated telehealth module that is double encrypted, safe from hacking, and HIPPA compliant. Our clients are terrified, isolated, panicky living in an uncertain world with conflicting messages, and many are grieving. Some are enraged. The counseling services provided by Lighthouse may be their only lifeline.
	Target Date	6/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	Public service activities other than Low/Moderate Income Housing Benefit for 20 milpitas residents.
	Location Description	1515 Partridge Ave. Sunnyvale, CA, 94087
	Planned Activities	Lighthouse of Hope FY 22-23 Goals: 1) HUD Metric: Provide client-centered counseling services to 20 residents of Milpitas
4	**Project Name**	Senior Adults Legal Assistance
	Target Area	City of Milpitas
	Goals Supported	Public Services for Seniors
	Needs Addressed	Community Services - Public Services for Seniors
	Funding	CDBG: $7,000.00
	Description	The mission/purpose of SALA is to support Santa Clara County seniors in their efforts to live safely, independently, and with choice and dignity. To that end SALA will provide free legal services to 12 unduplicated Milpitas seniors: (1) protect their legal rights; (2) prevent or intervene in elder abuse, exploitation, or neglect; (3) ensure their access to senior services, benefits, and entitlement programs; (4) promote Aging in Place by addressing legal issues related to their housing or living situations; and (5) support them with legal planning for surrogate decision-making in the event of disability, incapacity, or death.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Public service activities other than Low/Moderate Income Housing Benefit for 12 milpitas residents.
	Location Description	1425 Koll Circle, Ste. 109 San Jose, CA, 95112
	Planned Activities	SALA's FY 22-23 Goals: 1) Provide free Legal Services to 12 Milpitas seniors
5	**Project Name**	Silicon Valley Independent Living Center
	Target Area	City of Milpitas

	Goals Supported	Public Services for Seniors
	Needs Addressed	Community Services - Public Services for Seniors
	Funding	CDBG: $10,000.00
	Description	SVILC is a cross-disability, intergenerational, and multicultural disability justice organization that creates fully inclusive communities that value the dignity, equality, freedom, and worth of every human being. We do this by building disability identity, culture, and pride; creating opportunities for personal and community transformation; and partnering with others to ensure that civil and human rights are protected. SVILC was founded in 1976, and has two office locations serving residents with disabilities living in Santa Clara County. The agency provides individuals with disabilities with support tools and resources needed to live interdependently, and advocates for policies that ensure equal access. The Housing Service project will assist 40 people with disabilities in acquiring the knowledge and skills needed to secure or maintain affordable, accessible housing.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Public service activities other than Low/Moderate Income Housing Benefit for 60 milpitas residents.
	Location Description	25 N. 14th Street, Ste. 1000 San Jose, CA, 95112
	Planned Activities	SVILC's FY 22-23 Goals: 1) Provide a minimum of 60 housing and independent living workshops annually online or in person at the Barbara Lee Senior Center (when the SCC Public Health Department allows in-person large group meetings again) 2) Provide in-depth housing counseling and other related independent living services to 40 Milpitas residents with disabilities.
6	**Project Name**	Sourcewise - Meals on Wheels
	Target Area	City of Milpitas
	Goals Supported	Public Services for Seniors
	Needs Addressed	Community Services - Public Services for Seniors
	Funding	CDBG: $15,000.00

	Description	Our mission is to provide adults and their caregivers the tools and services they need to effectively navigate their health and life options. Through a comprehensive network of resources, Sourcewise strives to educate, prepare, support, and advocate for all adults, their families and their caregivers within Santa Clara County. The purpose of the Meals on Wheels program is to address the food insecurity and nutrition needs of elderly persons who are at 80% or below AMI and at least 51% of clients served will be Low or Moderae Income (LMI).
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Public service activities other than Low/Moderate Income Housing Benefit for 20 milpitas residents.
	Location Description	3100 De La Cruz Blvd, Ste. 310 Santa Clara, CA, 95054
	Planned Activities	Sourcewise's FY 22-23 Goals: 1) Provide home-delivered meals to 20 Milpitas seniors 2) Provide weekly calls to 5 seniors who enroll in the Ambassador's program
7	**Project Name**	The Health Trust
	Target Area	City of Milpitas
	Goals Supported	Public Services for Seniors
	Needs Addressed	Community Services - Public Services for Seniors
	Funding	CDBG: $15,000.00
	Description	The purpose of The Health Trust's Meals On Wheels program is to support the health and well-being of residents who are homebound and at nutritional risk. The program provides home-delivered meals that meet the Older Americans Act Title 22 nutritional guidelines (providing 1/3 of the recommended daily requirements). Clients receive one delivery per week of seven frozen meals or a hot meal every Monday through Friday and chilled lunches delivered on Fridays for weekend consumption. With each meal delivery, drivers conduct a Wellness Check. Drivers are trained to note whether or not meals are being eaten and observe the clientÃ¿Â¢Ã¿Â¿Ã¿Â¿s outward well-being. This has been a lifesaving service as drivers have found clients who have fallen or had medical emergencies.

	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Public service activities other than Low/Moderate Income Housing Benefit for 10 milpitas residents.
	Location Description	3180 Newberry Drive, Ste. 200 San Jose, CA, 95118
	Planned Activities	The Health Trust's FY 22-23 Goals: 1) Serve 10 Milpitas seniors who are extremely low to low-income, frail and homebound as follows: - Provide 2,000 nutritionally-balanced frozen or warm or chilled daily meals. - Provide 285 visits with Wellness Checks by trained staff and volunteers. - Quarterly, provide 6 additional Wellness Resources per client per quarter, such as free pet food, information on fall prevention and self-help programs, and wellness and healthy lifestyle materials. - Provide service feedback through a semi-annual client satisfaction survey.
8	**Project Name**	Terrace Gardens Senior Housing - Meal Delivery
	Target Area	City of Milpitas
	Goals Supported	Public Services for Seniors
	Needs Addressed	Community Services - Public Services for Seniors
	Funding	CDBG: $11,231.00
	Description	Terrace Gardens was originally built and began providing affordable housing to low income Senior Citizens in 1989, and was the first Non-Profit senior property built in Milpitas. Our property includes a daily Meal Program for all 185 residents Monday - Friday, in our Community Dining Room. Due to the COVID-19 Pandemic, Terrace Gardens has had to resort to 100% home meal delivery for all of our 185 Senior residents as we have continued to keep our Dining Room closed in direct response to the constant surge in infections and the threat to our Senior population.
	Target Date	6/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	Public service activities other than Low/Moderate Income Housing Benefit for 185 milpitas residents.
	Location Description	186 Beresford Ct. Milpitas, CA, 95035
	Planned Activities	Sustain meal delivery to residents due to the closing of the resident dining room because of COVID-19.
9	**Project Name**	Milpitas Senior Center Nutrition Program
	Target Area	City of Milpitas
	Goals Supported	Public Services for Seniors
	Needs Addressed	Community Services - Public Services for Seniors
	Funding	CDBG: $11,900.00
	Description	The City of Milpitas Recreation and Community Services' mission is to enrich our community through exceptional programs and services. The Senior Nutrition Program will provide senior participants a hot nutritious meal five days a week aimed to reduce hunger, promote health and wellbeing; and delay adverse health conditions.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Public service activities other than Low/Moderate Income Housing Benefit for 85 milpitas residents.
	Location Description	40 N. Milpitas Blvd. Milpitas, CA, 95035
	Planned Activities	Milpitas Senior Center FY 22-23 Goals: Provide the following services to 85 unduplicated Milpitas seniors: 1) Nutritious meals for older adults including considerations related to vegetarian options and low sodium/low sugar meals to combat the onset of hypertension and diabetes 2) Seek to offer hot nutritious meals to seniors as a means to safeguard against food insecurity
10	**Project Name**	Terrace Gardens Senior Housing
	Target Area	City of Milpitas

	Goals Supported	Affordable Housing Rental Rehabilitation
	Needs Addressed	Affordable Housing Development and Preservation
	Funding	CDBG: $30,000.00
	Description	Terrace Gardens was originally built and began providing affordable housing to low income Senior Citizens in 1989, and was the first Non-Profit senior property built in Milpitas. The Courtyard Trellis repair will allow residents to continue to use the structure for resident events and activities.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Capital project to benefit 148 affordable housing households located at Terrace Gardens
	Location Description	186 Beresford Ct. Milpitas, CA, 95035
	Planned Activities	The Terrace Gardens Senior Housing Courtyard Trellis is original to the property - installed in 1985 when our property was built. Our Courtyard is an essential location for our Staff to host informative, fun, and teaching opportunities for our Low-Income Senior Residents as well as to offer the area to our residents, and community partners for hosting events such as Church Services, and Family gatherings. We are requesting funds to rehab the existing courtyard trellis so that we can continue to offer these opportunities to our Senior Residents in a safe and aesthetically pleasing environment. Terrace Gardens' FY 22-23 Goals: 1) HUD Metric: Rehab the existing courtyard trellis so that we can continue to offer opportunities to Senior Residents in a safe and aesthetically pleasing environment
11	**Project Name**	Rebuilding Together Silicon Valley
	Target Area	City of Milpitas
	Goals Supported	Maintain and Preserve Existing Housing
	Needs Addressed	Affordable Housing Development and Preservation
	Funding	CDBG: $249,566.00

	Description	Rebuilding Together Silicon Valley (RTSV) is dedicated to repairing homes, revitalizing communities and rebuilding lives with a vision for safe homes and communities for every person. RTSV preserves affordable housing by providing safety, accessibility, and mobility repairs and critical home repairs for low-income homeowners in Milpitas, at no cost to the recipient. Repairs focus on the correction of safety hazards to ensure affordable, decent living environments and can include: installation of wheelchair ramps/lifts, grab bars/handrails, electrical repairs, roof repair/replacement, plumbing repairs, bathroom modifications, flooring repair/replacement, heating repair, etc. Repair work is completed at no charge to the homeowner.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Capital project to benefit 27 households
	Location Description	1701 South 7th Street, Ste. 10 San Jose, CA, 95112
	Planned Activities	Rebuilding Together's FY 22-23 Goals: 1) Assist with home improvements to 27 homes/units 2) Assist 50 Milpitas residents
12	**Project Name**	LifeMoves
	Target Area	City of Milpitas
	Goals Supported	Public Improvements - Accessibility & Public Fac.
	Needs Addressed	Community, Public, and Neighborhood Sustainability
	Funding	CDBG: $150,000.00
	Description	LifeMoves is the largest and most effective non-profit committed to ending the cycle of homelessness for families and individuals in San Mateo and Santa Clara Counties. Since 1987, our mission has been to provide interim housing and supportive services for homeless families and individuals to rapidly return to stable housing and achieve long-term self-sufficiency. LifeMoves operates 26 facilities and service sites consisting of 12 interim shelters, a drop-in center and several permanent supportive housing sites, as well as programs such as outreach to the unsheltered homeless population, safe parking programs, and homelessness prevention emergency assistance programs.

	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Captial project to benefit 100 Milpitas residents
	Location Description	181 Constitution Drive Menlo Park, CA 94025
	Planned Activities	LifeMoves FY 22-23 Goals: 1) Repair and rehabilitate the Julian Street Inn Shelter to benefit 100 unduplicated residents
13	**Project Name**	Project Sentinel (Fair Housing)
	Target Area	City of Milpitas
	Goals Supported	Fair Housing
	Needs Addressed	Community Services - Fair Housing
	Funding	CDBG: $56,290.00
	Description	Milpitas residents and those seeking to reside in Milpitas will have their civil rights protected with fair housing education, counseling, investigation and enforcement actions. Housing providers (owners and property managers) and tenants will understand their respective rights and obligations through education and counseling. Rental housing disputes will be resolved through mediation, conciliation and empowerment. First time home buyers will be educated and counseled to be responsible and prepared homeowners to avoid foreclosure. These services will address the needs of COVID-19 impacted tenants and housing providers as well as other non COVID-19 rental housing issues.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Fair housing activity to benefit 20 milpitas residents
	Location Description	1490 El Camino Real Santa Clara, CA, 95050

	Planned Activities	Project Sentinel's FY 22-23 Goals: 1) Provide 2 quarterly public presentations or outreach 2) Handle 6 Fair Housing cases/audits in Milpitas 3) Handle 20 Fair Housing requests for assistance in Milpitas 4) Serve 320 persons by cases, I&R and outreach 5) Total heads of household served by requests and casework: 15
4	**Project Name**	Program Administration
	Target Area	City of Milpitas
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: $75,884.00
	Description	Program Administration
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Program Administration
	Location Description	455 E Calaveras Blvd Milpitas CA 95035
	Planned Activities	Program Administration

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Not applicable. The City of Milpitas does not set geographic concentration areas for assistance. Instead the City helps fund organizations that provide supportive services to low- and moderate-income individuals throughout the City.

Geographic Distribution

Target Area	Percentage of Funds
City of Milpitas	100

Table 57 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Not applicable

Discussion

Not applicable

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City adopted Affordable Housing Ordinance No. 297 on June 12, 2018. The Affordable Housing Ordinance requires that all new developments over 10 units requires 15% affordable units. On March 5, 2019, the City established residential and non-residential affordable housing fees. In January 2022, Council approved changes to the Affordable Housing Ordinance to encourage more on-site affordable housing production. Council also adopted changes to add clarity and consistency throughout the ordinance.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	175
Special-Needs	0
Total	175

Table 58 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	175
Acquisition of Existing Units	0
Total	175

Table 59 - One Year Goals for Affordable Housing by Support Type

Discussion

The City anticipates allocating resources to Terrace Gardens and Rebuilding Together Silicon Valley. Terrace Gardens is a deed-restricted very-low- and low-income affordable housing seniors' rental development. The allocation would be for capital repairs to the common area which would benefit 148 affordable housing units.

Rebuilding Together Silicon Valley assists low-income homeowners with critical repairs. The resources allocated to Rebuilding Together would serve 27 low-income homeowners in Milpitas. The total benefit of these two activities would be 175 units.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Milpitas currently does not have any public housing. However, there is one Project-based Section 8 property in the City, the Sunnyhills Apartments. The Sunnyhills Apartments is a 171-unit development in which 149 units receive project-based Section 8 vouchers. The Project-based Section 8 vouchers provides rental assistance for each unit between the Department of Housing and Urban Development (HUD) established Fair Market Rent (FMR) for the area and what the tenant can afford to pay. Its aim is to be competitive with the local market thus incentivizing the owner to rent to low income households.

Actions planned during the next year to address the needs to public housing

This is not applicable to the City of Milpitas as there are no public housing units owned or managed by the Housing Authority of the County of Santa Clara in the City.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable. There are no public housing units in the City of Milpitas.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

Not applicable.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The County of Santa Clara and the City have designated homelessness as a critical issue. Although the total homeless population is declining as a whole, there still remains 7,394 homeless persons. In Santa Clara County's 2019 Point-in-Time Census & Survey Comprehensive Report, the survey identified a total of 125 unsheltered homeless persons in Milpitas. Notably, there was an 89% increase in unsheltered homeless persons in Milpitas. Given the complexity of homelessness, interagency and interregional collaboration is crucial in solving the homeless issue.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In October 2020, the City Council endorsed the 2020-2025 Santa Clara County Plan to End Homelessness. On November 10, 2020, the City Council approved and authorized staff to enter into an agreement for homeless outreach, assessment, and street-based case management services with Santa Clara County. In December 2020, the City Council authorized staff to contract with Project WeHope to provide mobile shower and laundry services in Milpitas. The City Council also established a Homelessness Task Force, who will be responsible for providing low cost homeless response suggestions to the City Council. The City's Building Safety and Housing team will continue to explore resources that can further benefit the homeless population in Milpitas.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Milpitas will address emergency shelter and transitional housing needs of homeless persons by continuing to coordinate services between the City's Police, Building Safety & Housing, and Public Works Departments and our local service providers, such as LifeMoves.

CDBG Funded

• Next Door Solutions to Domestic Violence: Next Door Solutions to Domestic Violence provides client-centered, community-based supportive services for victims of domestic violence and his/her children. The organization also provides undisclosed emergency shelter when requested and needed by the individual and/or family.

• YWCA Silicon Valley (YWCA): YWCA Silicon Valley empowers women and her children to end racism and violence through offering supportive services for self-improvement and undisclosed emergency shelter for short-term to a longer amount of time if needed. YWCA also provides clients referrals to permanent housing if possible, and available.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to

permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

On November 10, 2020, the City Council approved and authorized staff to enter into an agreement for homeless outreach, assessment, and street-based case management services with Santa Clara County. The assessment will place our residents in the Santa Clary County community queue, which is the pathway towards being placed in rapid rehousing, transitional or permeant affordable housing. On March 16, 2022, the City Council approved allocating $100,000 from the Federal American Rescue Plan Act funding to extend the homeless outreach, assessment, and street-based case management services contract for an additional year.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

As mentioned in the previous paragraph of CDBG funded programs related to emergency shelter, the City also funds organizations that take proactive measures in helping individuals in need of legal help, youth needs and concerns and fair housing so that he/she can become informed of his or her rights before the individual is forced into homelessness.

CDBG and City Local Funds

• Rent Relief Program: The Silicon Valley Independent Living Center has been administering the City's Rent Relief Program, which offers low- and moderate-income residents no more than 3 months of rental assistance to prevent eviction, avoid community displacement, and to remain housed.

• Child Advocates of Silicon Valley: Child Advocates connect court appointed special advocates (CASAs) to foster children. These volunteers must make a commitment to the children for a long-term, many for his or her entire life. The consistent support of the CASA is often the only adult who has steadily remained with the child, providing crucial mentorship.

• Seniors Adults Legal Assistance (SALA): SALA is committed to providing free-legal services to seniors. Legal services that SALA provides ranges from: public benefits, long-term care, alternatives to institutionalization, elder abuse, long-term care insurance, incapacity planning, probate, simple wills and housing – related to Landlord-Tenant issues. Often, many seniors do not know his or her housing rights or sign over the will of their house without knowing, and with fixed income, many are unable to provide

legal help. SALA provides legal help free of charge for these low to extremely low-income seniors.

Milpitas does not currently have an institutional discharge policy. The City collaborates with the Santa Clara County CoC, who recently updated their Quality Assurance Standards to include a homeless discharge coordination policy.

The County CoC endeavors to provide guidance and resources to those released from institutions. The discharge policy includes access to reentry resource centers where, for example, an VI-SPIDAT could be administered. The VI-SPIDAT measures the acuity level of an individual and is used to inform what type of support or housing needs are required. It also serves as the entry point for access to other resources or supportive services, such as residential or outpatient treatment, transitional housing, or emergency shelter access.

Discussion

Please see discussion above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Along with other jurisdictions in Santa Clara County, the City of Milpitas is facing many obstacles in creating more affordable housing. The many constraints that the City is facing is the limited amount of developable land, government constraints, infrastructure and public facilities constraints, environmental, housing for persons with disabilities, and financing and construction costs.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Resolution No. 8523
The City adopted Resolution No. 8523 on February 2, 2016, which recognizes homelessness as a crucial problem in the County and will help contribute to future affordable housing projects that will house homeless.
Affordable Housing Ordinance
On June 12, 2018, the City Council adopted Affordable Housing Ordinance No. 297 which requires that any new development with 10 or more units must include 15% of the units these units as affordable. The ordinance applies to both rental and ownership developments. In January 2022, Council approved changes to the Affordable Housing Ordinance to encourage more on-site affordable housing production. Council also adopted changes to add clarity and consistency throughout the ordinance.
Density Bonus Ordinance
To attract developers to build affordable units, the Density Bonus Ordinance will allow developers the ability to build above their permitted densities in permitted zoning districts in exchange for the construction of affordable units.
Below Market Rate Ownership
The City manages a Below Market Rate (BMR) Ownership program for first-time, income-qualified homebuyers. Once a unit from the current BMR housing stock becomes available, a qualified applicant from the waiting list will have the ability to purchase a home in Milpitas at one of the various developments throughout the City. For qualified households, the City also provides a loan of up to $50,000.
Fair Housing
Milpitas provides CDBG funds to Project Sentinel. Project Sentinel is a reputable organization that provides expertise in fair housing and tenant-landlord dispute. Services include information, referrals, community outreach and education in several languages other than English, investigation, and resolving fair housing complaints. In addition, they provide education and outreach to property owners, and

property management to become proactive in their housing policies.

Discussion:

The City is in the process of completing its Housing Element, which will include an update to the Affirmatively Furthering Fair Housing. The goal is to have the Housing Element/AFFH adopted by January of 2023. Below is a tentative schedule of events for the adoption of the Housing Element.

July

- Library pop-up meeting 7/30
- Survey #2 closes 7/30
- EJ/AFFH stakeholder meetings: these will likely continue into August

August

- Council Housing Subcommittee:
- Draft Housing Element issued to begin 30-day public review period
- Planning Commission 8/31

September

- 3rd Housing Element Community Workshop: date TBD
- Library pop-up on a Sat and other stakeholder meetings, as needed
- City Council 9/20

October

- Revised Housing Element to HCD

Jan 2023

- Planning Commission and City Council adoption hearings

AP-85 Other Actions – 91.220(k)

Introduction:

The most significant obstacle to addressing the underserved needs for fiscal year 2022-2023 is the lack of sufficient federal, state, and local funds to carry out all the necessary programs, activities and projects.

Actions planned to address obstacles to meeting underserved needs

The diminishing amount of funds continues to be the most significant obstacle to addressing the needs of underserved populations. To address this, the City supplements its CDBG funding with other resources and funds, such as:

• The City of Milpitas Affordable Housing Fund – Used primarily to increase the number of new affordable housing units. It is funded through fees collected from developers in accordance with Affordable Housing Ordinance 297. As an example, the City used these funds to initially fund the Pilot Rent Relief Program the City established in November 2019.

• The City's provides loans on an ongoing, as qualified basis for BMR applicants to qualify for purchasing an available BMR unit.

• Measure A Affordable Housing Bond was approved by voters in November 2016 that approved $950 million dollars for the County to address housing needs for the most vulnerable residents, those in the extremely low-income households.

Actions planned to foster and maintain affordable housing

The City has taken proactive steps to help decrease the barriers in affordable housing through the following ordinances:

Resolution No. 8523

The City adopted Resolution No. 8523 on February 2, 2016, which recognizes homelessness as a crucial problem in the County and will consider contributing to future affordable housing projects that will house the homeless. The City is in discussion to create its first 100% permanent supporting housing project in Milpitas.

Affordable Housing Ordinance

On June 12, 2018, the City Council adopted Affordable Housing Ordinance No. 297 which requires that any new development with 10 or more units must include 15% of the units these units as affordable. The ordinance applies to both rental and ownership developments. In January 2022, Council approved changes to the Affordable Housing Ordinance to encourage more on-site affordable housing production. Council also adopted changes to add clarity and consistency throughout the ordinance.

Density Bonus Ordinance

To attract developers to build affordable units, the Density Bonus Ordinance will allow developers the ability to build above their permitted densities in permitted zoning districts in exchange for the provision of affordable units in the development.

Below Market Rate Ownership

The City manages a Below Market Rate (BMR) Ownership program for first-time, income-qualified homebuyers. Once a unit from the current BMR housing stock becomes available, the homebuyer will have the ability to purchase a home in Milpitas at one of the various developments throughout the City. For qualified households, the City also provides a loan of up to $50,000.

Fair Housing

Milpitas provides CDBG funds to Project Sentinel. Project Sentinel is a reputable organization that provides expertise in fair housing and tenant-landlord dispute. Services include information, referrals, community outreach and education in several languages other than English, investigation, and resolving fair housing complaints. In addition, they provide education and outreach to property owners, and property management to become proactive in their housing policies.

Actions planned to reduce lead-based paint hazards

The County of Santa Clara has received funding from State's Department of Health Service and Federal Government for Center for Disease Control to implement a Childhood Lead Poisoning Prevention Program. The funded programs include community outreach screen, case management and public education to inform low-to-moderate income and older communities. The project will then follow up with environmental testing, lead-based education, blood-lead testing for children, hazard reduction grants and follow up with monitoring and testing.

Milpitas has adopted a Lead-Based Paint Management Plan which complies with HUD Based Paint regulations, which outlines the required states of abatement and remediation for rehabilitation projects. In addition, the City publicize and identifies lead-based hazards and older residential projects through its Code Enforcement Division and Building Department. In addition, projects undergoing rehabilitation, under the City's Rehabilitation, provides technical assistance and abatement of lead-based paints.

Actions planned to reduce the number of poverty-level families

The City of Milpitas will follow these actions:

• Work with non-profit housing developers to fund and provide more affordable housing opportunities to address the homeless problem and needs of very low and low-income households.

• Provide funding and supportive services to prevent very low-income persons and families from becoming homeless and assist them in ending the cycle of homelessness.

• Address the employment and income needs of individuals and families who are economically disadvantaged, including persons who are homeless, who have disabilities, and those who are participating in the County of Santa Clara Welfare-to-Work Programs.

• Provide funding for a variety of services and referrals to assist people in obtaining access to public assistance to prevent poverty.

• Per Section 3, if there are HUD funded projects that can create direct economic opportunities must take every effort to recruit, target and directed towards low and very low-income residents and

businesses.

Actions planned to develop institutional structure

The City is striving to improve intergovernmental and private sector cooperation to synergize efforts and resources and develop new revenues for community service needs and the production of affordable housing. Collaborative efforts include:

• Regular quarterly meetings between entitlement jurisdictions at the CDBG Coordinators Meeting and Regional Housing Working Group

• Joint jurisdiction Request for Proposals and project review committees

• Coordination on project management for projects funded by multiple jurisdictions. Recent examples include the effort by the County to create a regional affordable housing fund, using former redevelopment funds that could be returned to the County to use for affordable housing. Another effort underway involves the possible use of former redevelopment funds to create a countywide pool for homeless shelters and transitional housing. These interactions among agencies generate cohesive discussion and forums for bridging funding and service gaps on a regional scale.

Actions planned to enhance coordination between public and private housing and social service agencies

The City benefits from a strong jurisdiction and region-wide network of housing and community development partners, such as the County and the CoC. To improve intergovernmental and private sector cooperation, the City will continue to participate with other local jurisdictions and developers in sharing information and resources.

Discussion:

Please see discussion above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City of Milpitas only receives CDBG funds and will receive the following program income for FY22-23.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	8,959
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**8,959**

Other CDBG Requirements

1. The amount of urgent need activities <TYPE=[text] REPORT_GUID=[A698417B4C924AE0218B42865313DACF] DELETE_TABLE_IF_EMPTY=[YES]>	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	90.00%

1. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)). *<TYPE=[text] REPORT_GUID=[A0BBB986408D8C25582AC4BE59FA99C5]>*

Please see above

Appendix - Alternate/Local Data Sources

1	**Data Source Name** CA DOF Housing Units by Type
	List the name of the organization or individual who originated the data set. CA Department of Finance
	Provide a brief summary of the data set. 2013 Housing Statistics
	What was the purpose for developing this data set? Housing element

	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2013
	What is the status of the data set (complete, in progress, or planned)?

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution Appointing an Acting City Attorney (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**
Category:	Leadership and Support Services
Meeting Date:	5/6/2025
Recommendation:	(1) Adopt a resolution to appoint an Acting City Attorney effective on adoption and continuing until City Council takes further action; and (2) Authorize the City Manager, or designee, to take such other actions as necessary and appropriate to carry out the purpose of this appointment, including establishment of acting pay.

BACKGROUND:

As stated in the City of Milpitas City Council Procedures and Protocols Handbook, 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.

The contract for previous City Attorney Michael Mutalipassi expired on April 25, 2025. As the position of City Attorney is now vacant, the City Council should take action to ensure an effective transition until a permanent City Attorney can be appointed. Assistant City Attorney Christopher Creech is currently serving as Acting City Attorney absent the City Council taking formal action to appoint an Acting City Attorney.

ANALYSIS:

During the normal course of business, anytime the City Attorney is on leave, the Assistant City Attorney, by nature of their position, takes on the duties and responsibilities of the City Attorney. However, as the City Attorney position is vacant, the City Council has the option to name an Acting City Attorney.

The City Attorney is an unrepresented management position. While unrepresented management does not have specific language governing acting assignments, working out of classification, or special assignments, City labor agreements do address these situations. Those provisions are listed below for background reference on compensation practices related to higher level assignments:

> MEA: Employees assigned to duties of a higher class for at least one shift shall be compensated at a rate of 10% above the employee's current base salary while working out of class, except where such increase exceeds the pay range allocated of the assigned position.
>
> Protech: Employee shall be compensated at least 5% more than their salary or at the entrance step of the range of the higher classification, whichever compensation pattern is greater except where such increase exceeds the pay range allocated to the assigned position.
>
> Mid Management and Confidential Unit: When assigned to upgraded duties employees shall be compensated at least 5% more than their salary or at the entrance step of the range of the higher classification, whichever is greater. Additionally, if staff is placed on a special project (special assignment) they are to be paid a minimum increase of 10% to 15% of their base salary.

POLICY ALTERNATIVE(S):

Alternative 1: Do not adopt the resolution appointing an Acting City Attorney.

Pros: None

Cons: The City Council is obligated by the Municipal Code to appoint an officer of the City to perform the duties of the City Attorney.

FISCAL IMPACT:
The current adopted pay range for the vacant City Attorney classification is $207,922.00 to $259,903.02. If the acting City Attorney is an internal City employee, the City Manager will authorize a 10% acting pay increase during the term of the acting assignment. It is contemplated the expense for an Acting City Attorney appointment will be well within the available salary savings from the vacant City Attorney position.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378. The action is continuing administrative or personnel activity and is not a project pursuant to Cal. Code Regs., tit. 14, § 15378.

RECOMMENDATION:
(1) Adopt a resolution to appoint an Acting City Attorney effective on adoption and continuing until City Council takes further action.
(2) Authorize the City Manager, or designee, to take such other actions as necessary and appropriate to carry out the purpose of this appointment, including establishment of acting pay.

ATTACHMENT(S):
(a) Resolution Appointing an Acting City Attorney

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AFFIRMING THE APPOINTMENT OF _____ AS CITY ATTORNEY ON AN ACTING BASIS

WHEREAS, the contract for the previous City Attorney expired on April 25, 2025; and

WHEREAS, the responsibilities of City Attorney for the City of Milpitas need to be fulfilled on a temporary basis to prevent stoppage of public business until a permanent replacement is hired; and

WHEREAS, the City Council desires to appoint _____ as City Attorney for the City on an acting basis.

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 affirms its appointment of _____ as City Attorney on an acting and temporary basis effective immediately. This appointment is at-will, without tenure of any kind, and shall continue until a permanent City Attorney has been appointed and takes office or until such time as the City Council at its sole discretion for any reason or for no reason chooses to revoke this appointment.
3. If the individual so appointed is a current employee of the City, they shall continue to hold their current position and continue to be entitled to all benefits and incentives received thereby, unless waived. Upon the termination or expiration of this appointment, they shall be entitled to resume their regular duties upon the salary and benefits to which they were previously entitled.
4. The City Council hereby authorizes the Interim City Manager or designee to take such other actions as necessary and appropriate to carry out the purpose of this appointment, including establishment of acting pay.

PASSED AND ADOPTED this 6th day of May, 2025, by the following vote:

AYES:	()
NOES:	(0) None
ABSENT:	(0) None
ABSTAIN:	(0) None

ATTEST:

_____
Suzanne Guzzetta City Clerk

APPROVED:

_____
Carmen Montano, Mayor

APPROVED AS TO FORM:

_____
Christopher Creech, Acting City Attorney