REGULAR MEETING OF THE MILPITAS CITY COUNCIL

AGENDA

TUESDAY, FEBRUARY 17, 2026
CITY COUNCIL CHAMBER, 455 E. CALAVERAS BLVD, MILPITAS, CA
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_DGRnfwuZRqGi7vLF4RFh-A

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.
- Use electronic devices appropriately 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 (6:00 PM)

PLEDGE OF ALLEGIANCE

INVOCATION (Councilmember Lien)

PRESENTATIONS

- Lunar New Year (Proclamation)

PUBLIC FORUM

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

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 February and March 2026.

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

Recommendation: Approve City Council Meeting minutes of January 19 and February 3, 2026.

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. Adopt a Resolution to Authorize the City Manager to Submit an Application for Elective Coverage of State Disability Insurance (SDI) for Professional and Technical Employees (ProTech) Bargaining Unit Employees (Staff Contact: Kelli Parmley, Human Resources Director, 408-586-3086)

Recommendation: (1) Adopt a Resolution authorizing the City to apply for State Disability Insurance (SDI) elective coverage for the Professional and Technical Employees (ProTech) Bargaining Unit; and (2) Authorize the City Manager to execute the SDI application form DE 1378N and take any necessary steps to implement SDI for ProTech Employees, including negotiating and executing all necessary agreements and forms.

C6. Adopt a Resolution to Approve Project Plans and Specifications, Award Construction Contract to DeSilva Gates Construction, LLC for Dempsey Road and Great Mall Parkway (Phase II) Street Resurfacing Project and Approve Budget Amendment for Street Resurfacing Project FY24-25 (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) Award the Construction Contract to DeSilva Gates Construction, LLC, the lowest responsible bidder, submitting a responsive bid in the amount of $4,229,695; (3) Authorize the City Manager, or designee, to execute the construction contract with DaSilva Gates Construction, LLC; (4) Authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not-to-exceed $635,000 for the Dempsey Road and Great Mall Parkway (Phase II) Street Resurfacing Project, CIP Nos. No. 3440, 4283, 4295, 4304, 4305, 7118; and (5) Approve a Budget Amendment to increase the Senate Bill 1 Road Maintenance and Rehabilitation Account funding in the amount of $333,311.50 and Vehicle Registration Fee funding in the amount of $39,502 for the Street Resurfacing Project 2024-25, CIP Project No. 4300.

C7. Adopt a Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 95-1 - McCarthy Ranch for Fiscal Year 2026-27 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Recommendation: Adopt a resolution initiating proceedings for the annual levy and collection of assessments and ordering the preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 95-1 - McCarthy Ranch for Fiscal Year 2026-27.

C8. Adopt a Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 98-1 - Sinclair Horizon for Fiscal Year 2026-27 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Recommendation: Adopt a resolution initiating proceedings for the annual levy and collection of assessments and ordering the preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 98-1 - Sinclair Horizon for Fiscal Year 2026-27

C9. Adopt a Resolution to Approve Project Plans and Specifications, Award Construction Contract to Bosco Construction, Inc. for the Annual Sidewalk, Curb, and Gutter Improvement Project 2025, CIP No. 3426 (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) Award the Construction Contract to the lowest responsible bidder Bosco Construction, Inc. in the amount of $700,756.87; (3) Authorize the City Manager, or designee, to execute the construction contract with Bosco Construction, Inc.; and (4) Authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not-to-exceed $140,151 for the Annual Sidewalk, Curb, and Gutter Improvement Project 2025, CIP No. 3426.

C10. Accept Additional Grant Funding from Silicon Valley Clean Energy Member Agency Grant Program (Staff Contact: Christian Di Renzo, 408-586-2602, Public Works Director)

Recommendation: (1) Accept additional grant funding from Silicon Valley Clean Energy (SVCE) Member Agency Grants program in the amount of $38,461, increasing the previously accepted non-competitive grant from $372,233 to a total grant of $410,694; and (2) Authorize the Acting City Manager, or designee, to execute the Member Agency non-competitive grant agreement with SVCE.

C11. Approve the Addition of Samuel Ayer to the City Naming List for Streets, Parks and Facilities (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)

Recommendation: Approve the addition of Samuel Ayer to the to the Milpitas Historical Names Naming List.

C12. Approve Milpitas Arts and Culture Grant Request for a Juneteenth Celebration Event (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)

Recommendation: Approve a Milpitas Arts and Culture in-kind grant request from Sunnyhills Neighborhood Association for a Juneteenth Celebration Event on June 20, 2026.

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE

13. Approve Increase to the Milpitas Assistance Program (MAP) Water Utilities Bill Subsidy Amount (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)

Recommendation: Approve an increase to the Milpitas Assistance Program (MAP) Water Utilities Bill Subsidy Amount.

LEADERSHIP AND SUPPORT SERVICES

14. Adopt a Resolution Appointing a Permanent City Attorney (Staff Contact: Jared Hernandez, Acting City Manager, 408-586-3059)

Recommendation: (1) Adopt a resolution to appoint Christian M. Curtis as City Attorney; (2) Approve and authorize the Mayor to execute an employment agreement on behalf of the City; and (3) Authorize the Acting City Manager, or designee, to take such other actions as necessary and appropriate to carry out the purpose of this appointment.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

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

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.

January 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Milpitas City Council Calendar
February 2026

March 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	**2** **7:00 PM**-Parks, Recreation & Cultural Resources Commission (EC)	**3** **6:00 PM**-Closed Session **7:00 PM**-City Council	**4** **12:00 PM**-Santa Clara Valley Water District - Water Commission (CM) **2:00 PM**-Santa Clara VTA Monthly Briefing - Northeast Group (CM) (Santa Clara) **5:30 PM**-Veterans Commission (GB) **6:30 PM**-Community Housing Commission (EC)	**5** **5:30 PM**-Milpitas Chamber of Commerce Board (GB) **5:30 PM**-Santa Clara VTA Board of Directors (CM)	**6**	**7**
8	**9** **4:30 PM**-Economic Development and Trade Commission (WL)	**10** ~~**4:00 PM**-Special City Council~~ - **CANCELLED**	**11** **7:00 PM**-Silicon Valley Clean Energy Board of Directors (GB) (Sunnyvale) **7:00 PM**-Planning Commission	**12** **4:00 PM**-Treatment Plant Advisory Committee (CM) (San Jose) **4:00 PM**-Santa Clara VTA Policy Advisory Committee (EC) **6:00 PM**-Youth Advisory Commission (HL) **7:00 PM**-Cities Assoc of SCC (CM)	**13**	**14**
15	**16** **PRESIDENT'S DAY** **CITY HALL CLOSED**	**17** ~~**6:00 PM**-Closed Session~~ **7:00 PM**-City Council	**18** ~~**6:00 PM**-Energy and Environmental Sustainability Commission (EC)~~ **4:00 PM**- Finance Subcommittee	**19**	**20**	**21**
22	**23**	**24** **1:30 PM**-Senior Advisory Commission (HL)	**25** **5:30 PM**-Cities Assoc. of SCC - Recycling and Waste Reduction Commission (CM)	**26**	**27**	**28**

February 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

Milpitas City Council Calendar
March 2026

April 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	**2** **7:00 PM**-Parks, Recreation & Cultural Resources Commission (EC)	**3** **6:00 PM**-Closed Session **7:00 PM**-City Council	**4** **2:00 PM**-Santa Clara VTA Monthly Briefing - Northeast Group (CM) (Santa Clara)	**5** **5:30 PM**-Santa Clara VTA Board of Directors (CM) **5:30 PM**-Milpitas Chamber of Commerce Board (GB)	**6**	**7**
8	**9** **4:30 PM**-Economic Development and Trade Commission (WL)	**10** **4:00 PM**- Milpitas HOPE	**11** Subcommittee (CM/EC) **7:00 PM**-Planning Commission **7:00 PM**-Silicon Valley Clean Energy Board of Directors (GB) (Sunnyvale)	**12** **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)	**13**	**14**
15	**16** **7:00 PM**-Science, Technology, and Innovation Commission (WL) **7:00 PM**-Library and Education Commission (HL) (Milpitas Public Library)	**17** **5:00 PM**-Closed Session **7:00 PM**-City Council	**18** **6:00 PM**-Energy and Environmental Sustainability Commission (EC) **4:00 PM**- Finance Subcommittee	**19** **5:30PM-** Measure F Oversight Committee **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)	**20**	**21**
22	**23** **7:00 PM**-Arts Commission (CM)	**24**	**25** **7:00 PM**-Planning Commission	**26** **4:00 PM**-Silicon Valley Regional Interoperability Authority (SVRIA) (GB)	**27**	**28**
29	**30**	**31** **Cesar Chavez Day** **City Hall Closed**				

SPECIAL MEETING OF THE MILPITAS CITY COUNCIL

MINUTES

MONDAY, JANUARY 19, 2026

The City Council of the City of Milpitas convened in a Special Meeting of the Milpitas City Council on January 19, 2026, in the City Council Chamber, 455 E. Calaveras Blvd, Milpitas, CA.

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

Mayor Montano called the Regular City Council meeting to order at 9:31 AM. Roll Call was taken by Assistant City Manager Cano.

PRESENT:	Mayor Montano, Vice Mayor Barbadillo, Councilmember Chua, Councilmember Lam (9:33 AM), Councilmember Lien
ABSENT:	None

PLEDGE OF ALLEGIANCE

Councilmember Barbadillo led the Pledge of Allegiance.

PUBLIC FORUM

There were the following public speakers:
1. Ray Fuentes

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

Assistant City Manager Cano asked the Mayor and City Councilmembers if they had any personal conflicts of interest. By roll call, there were no conflicts of interest.

READING OF THE CITY COUNCIL CODE OF CONDUCT

Councilmember Lien 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

ADJOURN TO CLOSED SESSION

The City Council adjourned to Closed Session at 9:36 AM.

(a) PUBLIC EMPLOYEE APPOINTMENT AND HIRING

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

CLOSED SESSION ANNOUNCEMENT:

The City Council reconvened at 4:59 PM.

There was nothing to report out.

ADJOURNMENT

Mayor Montano adjourned the meeting at 4:59 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

REGULAR MEETING OF THE MILPITAS CITY COUNCIL

MINUTES

TUESDAY, FEBRUARY 3, 2026

The City Council of the City of Milpitas convened in a Regular Meeting of the Milpitas City Council on February 3, 2026, 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 6:00 PM and announced that Councilmember Lien was participating remotely from 35 Che Lan Vien St., Bac My An, Ngu Hanh Son, Da Nang, Vietnam, Conference Room. Roll Call was taken by City Clerk Guzzetta.

PRESENT:	Mayor Montano, Vice Mayor Barbadillo (6:14 PM), Councilmember Chua, Councilmember Lam, Councilmember Lien
ABSENT:	None

ADJOURN TO CLOSED SESSION

Acting City Attorney Creech briefed the City Council on the closed session items.

There were no public speakers.

The City Council adjourned to Closed Session at 6:02 PM.

(a) PUBLIC EMPLOYEE APPOINTMENT AND HIRING

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

(b) CONFERENCE WITH LABOR NEGOTIATOR

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

CLOSED SESSION ANNOUNCEMENT:

The City Council reconvened in open session at 7:09 PM.

Acting City Attorney Creech had nothing to report out.

PLEDGE OF ALLEGIANCE

Vice Mayor Barbadillo led the Pledge of Allegiance.

INVOCATION

Councilmember Lien presented the invocation.

PRESENTATIONS

There were no presentations.

PUBLIC FORUM

There were the following public speakers:
1. Jill Schwinn
2. Gwan Alisantosa
3. Kaveri Rangaraj
4. Prashanth Kumar
5. Van Leong
6. Jessenia Garcia-Morales
7. Voltaire Montemayor

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 Lam 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

CONSENT CALENDAR

After discussion, motion: to approve 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

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

Received City Council Calendar of Meetings for February 2026.

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

Approved City Council Meeting minutes of December 9, 2025, January 12, 20, and 23, 2026.

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

Received Mayor Montano's recommendations and approved and confirmed the following recommendations for appointments to City Commissions.

Arts Commission:

1. Reappoint Joyita Ghose to a term ending October 2028
2. Reappoint Sandeep Umarani to a term ending October 2028
3. Reappoint Helen Qiu as Alternate No. 2 to a term ending October 2028

Economic Development and Trade Commission:

1. Appoint Conrad Schapira to the Technology and Trade Seat with a term ending April 2029
2. Appoint Alice Nguyen to the Non-Voting Student seat with an unexpired term ending April 2027

Energy and Environmental Sustainability Commission:

1. Reappoint Anuradha Sankaran to a term ending October 2028
2. Reappoint Felix Mbuga to a term ending October 2028

Parks, Recreation and Cultural Resources Commission:

1. Appoint Kashmir Gill to an unexpired term ending June 2027

Planning Commission:

2. Appoint Dawn Brown to a term ending December 2028
3. Appoint Olania Castillo to a term ending December 2028

Senior Advisory Commission:

1. Reappoint Neelam Wadhwani to a term ending December 2028
2. Reappoint Jenny Berryhill to a term ending December 2028
3. Appoint Saida Nagpurwala to a term ending December 2028
4. Reappoint Sai Anish to the Non-Voting Student seat with a term ending December 2028

Science, Technology and Innovation Commission:

1. Reappoint Suresh Sinha to a term ending January 2029
2. Promote Vishal Gandhi to a full voting seat with an unexpired term ending January 2028

3. Reappoint Tarun Bajaj as an Alternate Commissioner with a term ending January 2029
4. Appoint Ray Howlett to the Non-Voting Student seat with an unexpired term ending January 2028

6. Authorize the City Manager, or Designee, to Execute an Amendment to the Software License Agreement with OpenGov, Inc. for eProcurement Software (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

Authorize the City Manager, or designee, to execute an amendment to the Software License Agreement with OpenGov, Inc. for eProcurement Software to extend the Agreement for an additional five years through February 28, 2031 and add $57,996 for a revised contract in an amount not-to-exceed of $156,996, subject to the appropriation of funds.

7. Set a Public Hearing for March 3, 2026, and Adopt a Resolution Declaring Weeds on Specific Properties to be a Public Nuisance (Staff Contact: Arthur Belton, Deputy Chief/Fire Marshal, 408-586-3384)

Set a public hearing for March 3, 2026; and adopted **Resolution No. 9473** declaring weeds on specific properties to be a public nuisance.

8. Adopt a Resolution to Approve and Authorize the City Manager, or Designee, to Execute the Agreement under the Fiscal Year 2024 Safe Streets and Roads for All Grant Program and Any Amendments with the United States Department of Transportation Federal Highway Administration (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Adopted **Resolution No. 9474** to approve and authorize the City Manager, or designee, to execute the Fiscal Year 2024 Safe Streets and Roads for All (SS4A) Grant Funding Agreement and any amendments with the United States Department of Transportation's Federal Highway Administration.

COMMUNITY DEVELOPMENT

9. Approve the 2022 and 2023 Funding Application to the Permanent Local Housing Allocation Program, Authorize Receipt of the Grant, and Certify to the California Department of Housing and Community Development Compliance with Program Requirements (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3275; and Sarah Balcha, Senior Administrative Analyst, 408-586-3268)

Acting City Manager Hernandez introduced the item. Assistant City Manager Cano and Senior Administrative Analyst Sarah Balcha presented the report.

There were the following public speakers:
1. Voltaire Montemayor

Councilmember Lam questioned how the total PLHA funds were split, noting specific allocations for program administration, homeless outreach, and rental assistance. Staff explained the amounts in detail, clarifying that 5% of the funds were allocated for program administration.

Vice Mayor Barbadillo inquired about the effectiveness of outreach services and whether they served all unhoused persons. Staff responded that We Hope, the contracted service provider, aimed to address the needs of every individual in Milpitas while city staff prioritized concerns raised by residents.

Mayor Montano specifically inquired about navigation centers, to which Senior Administrative Analyst Sarah Balcha clarified that they are part of broader eligible activities but not part of the current funding recommendation.

Councilmember Lam noted that homelessness counts in Milpitas had dropped significantly in recent years and supported the staff recommendation to review options for reducing service days as part of the the upcoming RFP process, such as twice-weekly outreach services.

After discussion, motion: to (1) Approve the 2022 and 2023 funding application to the Permanent Local Housing Allocation for Unhoused Outreach (PLHA) program; (2) Authorize the receipt of the PLHA grant; and (3) Certify to the California Department of Housing and Community Development compliance with the PLHA program requirements..

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

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

LEADERSHIP AND SUPPORT SERVICES

10. Review Fiscal Year 2025-26 Mid-Year Report, Approve FY2025-26 Mid-Year Budget Amendments, Adopt a Resolution Amending Resolution No. 1626, the Classification Plan, to Approve and Adopt the Pay Schedule titled "New Job Classifications/Salary Table" (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

Acting City Manager Hernandez introduced the item. Finance Director Cofresí-Howe presented the report.

There were the following public speakers:
1. Voltaire Montemayor

Councilmember Lien left the meeting at 9:06 PM.

During questioning, Vice Mayor Barbadillo expressed concerns about the overtime expenses and P-Card (purchasing card) usage. Acting City Manager Hernandez and Finance Director Luz Cofresí-Howe responded, explaining that there were ongoing efforts to examine these issues in detail, including consulting with external vendors and ensuring transparency in the process. There was extensive discussion on how best to share ongoing progress reports with the council and public, with suggestions including regular updates at council meetings or through public memos.

Councilmember Lien returned to the meeting at 9:30 PM.

Councilmember Chua praised the contract review process and the implementation of project-based accounting, which will allow better tracking of expenses across departments.

Councilmember Lien left the meeting at 9:45 PM.

Following an in-depth exploration of fiscal strategies, the structural deficit, and monitoring methods, multiple key concerns and insights were raised. Vice Mayor Barbadillo focused on the need for transparency and regular reporting, particularly for overtime expenses and the use of P-Cards. The council discussed creating a format for regular updates, either included as agenda items or through

public memos, to foster transparency. Meanwhile, Finance Director Cofresí-Howe elaborated on efforts to scrutinize contracts and expenditures, ensuring both one-time savings and sourcing ongoing budget efficiencies.

Councilmember Chua underscored the significance of the contract review process and the enhancement of project-based accounting, noting that these improvements should allow for more detailed tracking of expenditure across departments, thus helping better align spending with city priorities.

Acting City Manager Hernandez discussed the ongoing consulting with external vendors aimed at understanding the sources and implications of historical overtime patterns, stipulating that results from these inputs would be integrated into the upcoming budget cycle's strategic planning to better predict and manage future budget needs. The council deliberated on these various budget amendments and classification plan changes amidst the call for ongoing status updates regarding the organizational assessment items during the upcoming operating budget discussion sessions.

After discussion, motion: to (1) Review Fiscal Year 2025-26 Mid-Year Report; (2) Adopt **Resolution No. 9475** to approve FY2025-26 Mid-Year Budget Amendments; and (3) Adopt **Resolution No. 9476** amending Resolution No. 1626, the Classification Plan, to approve and adopt the pay schedule titled "New Job Classifications/Salary Table" and amend budgeted allocated positions.

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

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

Staff was directed to bring back a report on the status of organizational assessment items during the upcoming operating budget discussions.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

Councilmember Chua announced the Parks and Recreation Commission's discussion about launching an "Adopt a Spot" program for community involvement in local parks. She also thanked staff for the Super Bowl lights display.

Councilmember Lam proposed providing city-branded jackets for councilmembers and the mayor to wear at conferences. Vice Mayor Barbadillo suggested adding hats, and Councilmember Chua suggested T-shirts. There was consensus to move forward with this proposal (4-0-1. Absent: Lien)

Vice Mayor Barbadillo asked for information about cell tower permitting processes. Acting City Manager Hernandez committed to providing a council briefing memo explaining the current process.

Mayor Montano requested that alcohol permits and massage parlor permits come before the full council rather than being approved administratively. The council reached consensus on exploring a policy for this. (4-0-1. Absent: Lien)

Mayor Montano also requested information regarding ICE operations in Milpitas following the public forum comments. The Acting City Manager indicated staff would provide information through an informational memo.

ADJOURNMENT

Mayor Montano adjourned the meeting at 10:08 PM

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

as of 2/12/2026

March 3, 2026 – Regular Meeting

CLOSED SESSION
- Labor Update

INVOCATION (Councilmember Chua)

PRESENTATION
- National Women's History Month (Proclamation)
- Youth Art Month (Proclamation)

CONSENT CALENDAR
1. Receive City Council calendar for March 2026 (City Clerk)
2. Approve City Council Meeting minutes of February 17, 2026 (City Clerk)
3. Preview list of items for March 17, 2026 (City Clerk)
4. Councilmember Request List (City Clerk)
5. Establishing the Accessibility Compliance Fund (Finance)
6. Housing Element Annual Progress Report and Successor Agency Report (Housing)
7. Project Acceptance for Street Sealing Project 2024, CIP 4305 (Public Works / Engineering))
8. Project Acceptance for Hammond Way Streetlight Project, CIP 4299 (Public Works / Engineering)
9. Approve Final Map for Phase 2, Parcel A of Summerhill Apartments, 1646 Centre Pointe Drive (Public Works / Engineering)

PUBLIC HEARINGS
10. Weed Abatement (Fire)

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	Alcohol and Massage Parlor Permits come before the City Council.	Montano	2/3/2026	An update on this item will be included in the next quarterly prioritization update.
2	Providing city-branded jackets, hat, and t-shirts to Councilmembers	Lam	2/3/2026	An update on this item will be included in the next quarterly prioritization update.
3	Consider allocating $300,000 from one-time funds for a street fair during the FIFA timeframe (June/July).	Lam	1/13/2026	An update on this item will be included in the next quarterly prioritization update.
4	Review the city's affordable housing ordinance and agreements with developers in light of the experience with KB Homes to ensure preservation of housing affordability policies.	Barbadillo	1/13/2026	An update on this item will be included in the next quarterly prioritization update.
5	Consider an "Adopt a Drain" program to engage community members and students	Lien	12/16/2025	An update on this item will be included in the next quarterly prioritization update.
6	Conduct a review of commission names to better reflect their focus	Montano	11/18/2025	An update on this item will be included in the next quarterly prioritization update.
7	Review the Council prioritization process	Chua	11/18/2025	An update on this item will be included in the next quarterly prioritization update.
8	Look into the process of establishing a Friendship City relationship	Montano	11/18/2025	An update on this item will be included in the next quarterly prioritization update.
9	Research how public funds could be used to advertise local restaurants during the upcoming Super Bowl	Montano	11/18/2025	An update on this item will be included in the next quarterly prioritization update.
10	Have a community forum on the Crown Castle Small Cell towers.	Montano	11/18/2025	An update on this item will be included in the next quarterly prioritization update.
11	Install debrillators on city properties	Barbadillo	10/28/2025	An update on this item will be included in the next quarterly prioritization update.
12	Place a billboard at the Sport Center to inform the community about events and activities	Montano	10/21/2025	An update on this item will be included in the next quarterly prioritization update.
13	Explore the creation of small parks in neighborhoods without them	Montano	10/21/2025	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:
14	Increase the amount of funding for the ADU Permit Subsidy	Council	4/1/2025	An update on this item will be included in the next quarterly prioritization update.
15	Council Special Events Fund to provide funding for City Councilmembers to attend local, non-political, events where their attendance is beneficial for the City of Milpitas	Montano/Chua	4/1/2025	An update on this item will be included in the next quarterly prioritization update.
16	Add to the existing Strategic Land Acquisition Revenue Reserve	Council		An update on this item will be included in the next quarterly prioritization update.
17	Storefront and Crime Prevention Initiative by making funding available for businesses to focus on public safety related physical improvements to their storefronts.	Montano		An update on this item will be included in the next quarterly prioritization update.
18	Revisit the mural selection committee process to make it more inclusive by involving all commissioners in the Arts Commission	Montano	8/19/2025	An update on this item will be included in the next quarterly prioritization update.
19	Exapnd the Milpitas SMART program to include service to the San Jose Airport	Lam	8/12/2025	An update on this item will be included in the next quarterly prioritization update.
20	Staff explore a program similar to San Leandro's, which provides Ring doorbell cameras to residents	Chua	8/12/2025	An update on this item will be included in the next quarterly prioritization update.
21	Develop a project management informational memo.	Barbadillo	4/1/2025	An update on this item will be included in the next quarterly prioritization update.
22	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.

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:**
23	Staff provide a detailed analysis of overtime expenditures by department.	Barbadillo	3/4/2025	An update on this item will be included in the next quarterly prioritization update.
24	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.
25	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.
26	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.
27	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.
28	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.
29	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.
30	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.
31	Look into adopting an ordinance similar to San Jose allowing ADUs (Accessory Dwelling Units) to have a separate title and be sold separately.	Chua	8/13/2024	An update on this item will be included in the next quarterly prioritization update.
32	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.
33	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.
34	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.
35	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.
36	Main Street International Festival	Lien	10/3/2023	An update on this item will be included in the next quarterly prioritization update.
37	Pickleball Pilot Project	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
38	Main Street Infrastructure Projects	Montano	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
39	Main Street Flooding at Library	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
40	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.
41	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.
42	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.
43	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.
44	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 returning to council by June 2025 with an update.

NOTE: Deferred and Completed Items are not listed

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution to Authorize the City Manager to Submit an Application for Elective Coverage of State Disability Insurance for Professional and Technical Employees (ProTech) Bargaining Unit Employees (Staff Contact: Kelli Parmley, Human Resources Director, 408-586-3086)**
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	2/17/2026
Recommendation:	(1) Adopt a Resolution authorizing the City to apply for State Disability Insurance (SDI) elective coverage for the Professional and Technical Employees (ProTech) Bargaining Unit; and (2) Authorize the City Manager to execute the SDI application form DE 1378N and take any necessary steps to implement SDI for ProTech Employees, including negotiating and executing all necessary agreements and forms.

BACKGROUND:

The City of Milpitas currently provides a City-funded short-term disability (STD) plan for non-industrial illness or injury and does not participate in the California State Disability Insurance (SDI) program. While the City STD plan is modeled after the State program, the City administers and funds benefits directly, and employees do not have access to State Paid Family Leave (PFL) benefits.

The California SDI program provides short-term wage replacement benefits for eligible employees who are unable to work due to non-work-related illness or injury, pregnancy, or childbirth. SDI also includes Paid Family Leave (PFL) benefits for qualifying events, including:

- Caring for a seriously ill family member
- Bonding with a new child
- Participating in a qualifying event related to a family member's military deployment

The California SDI program provides more robust short term disability coverage for paid family leave (maternity, baby bonding, etc.), an area of special interest to the members of Protech.

As a public agency under California Unemployment Insurance Code (CUIC) Section 3501, the City is exempt from mandatory participation in SDI. However, CUIC section 710.5 allows public agency employees in an appropriate bargaining unit to elect SDI coverage with concurrence of the governing body.

ANALYSIS:

On June 3, 2025, members of the Milpitas Professional and Technical Union (ProTech) voted to adopt elective SDI coverage for their bargaining unit. This election reflects member interest in enhanced disability benefits and access to Paid Family Leave, which is not available under the City's current STD plan.

ProTech is now requesting City concurrence to implement SDI coverage for their bargaining unit. If approved, ProTech employees would contribute directly to SDI through payroll deductions, consistent with State requirements.

While SDI benefits are fully employee-funded, the City would assume administrative responsibilities, including payroll deductions, quarterly reporting, and coordination with the Employment Development Department (EDD). These processes are similar to those already in place for Unemployment Insurance (UI).

This election applies only to the ProTech bargaining unit. Other bargaining units and unrepresented employees would remain under the City's existing disability program and would be unaffected by this action.

POLICY ALTERNATIVE(S):

Alternative 1: Do not authorize the City Manager to execute the SDI application.
Pros: The City will not take on the additional collection and reporting tasks associated with election of SDI for the ProTech bargaining unit.

Cons: The City would remain responsible for covering ProTech members under their existing disability insurance policy. Employees represented by ProTech would remain without access to paid family leave.
Reason for Not Recommending:

PROJECT SCHEDULE/KEY MILESTONES

Upon Council approval:

- Execute SDI application (Form DE 1378N)
- Establish payroll deductions and reporting procedures
- Notify ProTech employees of program implementation and timelines
- Begin SDI coverage in coordination with EDD (targeted within one payroll quarter of approval)

FISCAL IMPACT:

There are no direct fiscal outlays associated with implementing SDI for ProTech, as all contributions are paid by employees. However, indirect costs will be incurred through additional administrative workload for Human Resources and Finance Payroll staff, including:

- Quarterly and annual reporting to EDD
- Payroll system configuration for SDI deductions and remittance
- HR administration of SDI-related leave and coordination with other leave programs
- Employee communications and EDD claim coordination
- Ongoing compliance and program maintenance

These impacts will be absorbed within existing departmental resources.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act pursuant to CEQA Guidelines 15378(b)(5) in that it is a government organizational or administrative activity that will not result in direct or indirect changes in the environment.

ATTACHMENT(S):

(a) Resolution
(b) ProTech SDI Adoption Memorandum
(c) SDI Application: Form DE 1378N
(d) City's Short Term Disability Fact Sheet
(e) City's Long Term Disability Fact Sheet

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING ELECTIVE COVERAGE OF STATE DISABILITY INSURANCE FOR EMPLOYEES REPRESENTED BY THE PROFESSIONAL AND TECHNICAL BARGAINING UNIT

WHEREAS, pursuant to California Unemployment Insurance Code section 633.1, services performed for a public entity generally are not covered employment for the purposes of elective unemployment and disability compensation pursuant to Division 1, Part 2, Chapter 1 of the California Unemployment Insurance Code (commencing with Section 2601) ("SDI")**;** and

WHEREAS, pursuant to California Unemployment Insurance Code section 710.5, with the negotiated agreement of a bargaining unit established pursuant to the Meyers-Milias-Brown Act (Gov. Code, §§ 3500 et seq.), a public entity may elect to become an employer subject to SDI with respect to that bargaining unit upon approval of the Director of the State of California Employment Development Department; and

WHEREAS, on June 3, 2025, the membership of the Milpitas Professional and Technical Union ("ProTech") voted to adopt elective SDI coverage for their bargaining group; and

WHEREAS, contributions to the Disability Fund for such coverage shall be required from each participating employee pursuant to California Unemployment Insurance Code section 2901 and no benefits paid shall be charged against an employer's account pursuant to California Unemployment Insurance Code section 2603; and

WHEREAS, the City of Milpitas ("City") accordingly seeks to file an application for elective SDI coverage with the State of California Employment Development Department for employees of the Professional and Technical Union bargaining unit and take such other actions as necessary to obtain elective SDI for ProTech members consistent with California Unemployment Insurance Code section 710.5.

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. Consistent with Sections 23.00 et seq. of the Professional and Technical Union Memorandum of Understanding and pursuant to California Unemployment Insurance Code section 710.5, the City Council hereby authorizes the City Manager to file an application with the State of California, Employment Development Department, for elective coverage of SDI for Professional and Technical Union bargaining unit employees.

3. The City Manager is hereby authorized and directed to take whatever actions are appropriate and necessary to carry out the purpose and intent of this resolution, including negotiation and execution of all necessary agreements and forms. The City Manager is

further authorized to determine the appropriate commencement date for elective SDI coverage, which shall be the first day of the calendar quarter in which the application is filed or the first day of the following calendar quarter, consistent with the requirements of the California Unemployment Insurance Code.

PASSED AND ADOPTED this 17th Day of February 2026, 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

Memorandum

To Kelli Parmley
Director – Human Resources

From Jacob Stocke
President – PROTECH

Date January 5, 2026

Subject: Adoption of State Disability Insurance by the Milpitas Professional and Technical Group (PROTECH).

On Tuesday, June 3rd, 2025, the membership of the Milpitas Professional and Technical Group met and voted to adopt California State Disability Insurance for its bargaining unit. This determination is recorded in the minutes for this meeting, which have been attached.

The below named officers of the Milpitas Professional and Technical Group were present at the noted meeting and attest that the attached minutes represent a true record of the matters considered and decisions made by the collected membership.

Jacob Stocke
President
Date: 1/5/2026

Randy Baez
Vice President
Date: 1-5-26

Jaclyn Imbesi
Secretary
Date: 1/5/2026

Jessica Thiragirayuta
Communication Relations Officer
Date: 1/6/2026

Protech Membership

Meeting Minutes

Tuesday June 3,2025

In person at the Senior Center Room 146

I. Convene Member Meeting

A. Meeting called to order 12:05 pm

B. Officers Present: Jacob Stocke, Jessica Thiragirayuta, Jaclyn Imbesi, Randy Baez

II. Agenda Items

A. Discuss our counteroffer to City's negotiation proposal

B. Action: M/S/C: In favor of proposing to add $2500 onetime payment to negotiation proposal (18 members voted in favor out of 32 total attendees)

C. Action: M/S/C: In favor of accepting proposal of 1-year term @ 3% with language changes & $2500 onetime payment (majority of members voted in favor + 3 board members out of 32 total attendees)

D. Action: M/S/C: Adoption of SDI (California State Disability Insurance) (majority of members voted in favor + 3 board members out of 32 total attendees)

III. Adjournment

A. The meeting adjourned at 12:50 pm

Employment Development Department
State of California

Taxpayer Assistance Center, Attention: Specialized Coverage Desk, P.O. Box 2068, Rancho Cordova, CA 95741-2068, 916-654-6288

Application for Elective Coverage of State Disability Insurance* ONLY

For Department Use Only
Account No. _____
Statistical Code _____
Effective Date _____
Approved By _____
Date _____
Employer Notified _____ (Date)
Send _____
Number of Employees _____

IMPORTANT

This form is not an application for an account number under the compulsory provisions of the California Unemployment Insurance Code (CUIC). Do not complete this form unless you wish to apply for State Disability Insurance coverage **ONLY** for your employees under Section 702.6, 710.4, 710.5, 710.6, or 710.9 of the CUIC. Coverage under these sections of the CUIC does not make provision for Unemployment Insurance benefits.

Complete this form only for:

1. **Employing units with eligible employees who are California residents whose services are covered by the unemployment compensation laws of another state that does not have a disability insurance program under Section 702.6 of the CUIC. OR**
2. **Employees of any of the following:**
   - **A public school employer under Section 710.4 of the CUIC.**
   - **A public agency employer under Section 710.5 of the CUIC.**
   - **An Indian tribe under Section 710.6 of the CUIC.**
   - **A community college district under Section 710.9 of the CUIC.**

NOTE: If your application is approved, the elective coverage agreement will be subject to all of the requirements and conditions outlined in the *Information Concerning Elective Coverage for State Disability Insurance **ONLY** Under Section 702.6, 710.4, 710.5, 710.6, or 710.9 of the California Unemployment Insurance Code* (DE 1378P) form. Please retain your copy of the DE 1378P for reference.

****

Please Type or Print

1. Name of Employer _____ (Phone)
2. Business Address _____ (Number and Street) (City) (County) (State) (ZIP Code)
3. Mailing Address _____ (Number and Street) (City) (County) (State) (ZIP Code)
4. Type of Employer – (Check one)
   - ☐ Employing Unit With Eligible Employees – Section 702.6
   - ☐ Public School – Section 710.4
   - ☐ Indian Tribe – Section 710.6
   - ☐ Public Agency – Section 710.5
   - ☐ Community College District – Section 710.9
5. Law under which agency/employer was established. (Does not apply to Indian Tribes.)
   (a) California General Laws
   Title of Act _____ Number _____ Year Enacted _____
   OR
   (b) California Codes
   Title of Code _____ Number _____ Part _____ Chapter _____
   Sections _____ to _____
6. Members of governing body of the employer.

Name	Title	Residence Address

*Includes Paid Family Leave (PFL).

7. This application covers employees of the following appropriate units:

	Show Name of Bargaining Unit or Describe Type of Services
☐ Bargaining Unit	
☐ Management	
☐ Confidential	
☐ Unrepresented	
☐ Academic	
☐ Other	

8. Complete this schedule covering all elected officers and appointees who perform services for the agency named in Item 1. Exclude individuals listed in Item 6.

   (a) Elected offices: (These individuals are ineligible for coverage.)
   Title of Position

   (b) Person holding appointive positions: (These individuals are eligible for coverage unless appointed to fill a vacant elected office.)

Title of Position	No. of Positions in this Category	By Whom Appointed	No. of Such Individuals Desiring Coverage

   (c) Total number of employees to be covered (excluding elected officers and those appointed by the Governor).

9. Deductions should not be made from your employees' wages for the purpose of paying employee contributions required under the CUIC until your election is approved.

10. On what date do you wish elective coverage to commence? Keep in mind that the commencement date of an elective coverage agreement shall not be prior to the first day of the calendar quarter in which the application is filed, nor later than the first day of the following calendar quarter.

    ☐ First day of current quarter ☐ First day of next quarter

11. Attach a copy of either:
    - The negotiated agreement between the employer and the recognized employee organization or written petition signed by a majority of the eligible employees to be covered by the election under Section 702.6 of the CUIC.
      OR
    - The resolution in which the governing body described in Item 6 approved the filing of an application for elective coverage under Section 710.4, 710.5, 710.6, or 710.9 of the CUIC.

****

The employing unit with eligible employees or governmental or tribal entity described in Item 1 hereby files its application under Section 702.6, 710.4, 710.5, 710.6, or 710.9 of the CUIC to become an employer subject to the CUIC. It is understood that upon approval of the election by the Director, the Employing Unit/Public School/Public Agency/Indian Tribe/Community College District will be an employer subject to the CUIC for State Disability Insurance purposes **ONLY** to the same extent as other employers as of the date specified in the approval, and will remain a subject employer for at least two complete calendar years and thereafter, until this election is terminated as provided by the CUIC.

I declare that this application has been examined by me, and to the best of my knowledge, it is true and correct and made in good faith under the provisions of the CUIC.

This declaration must be signed by one or more individuals shown under Item 6.

(Signed) _____ Date _____
(Signed) _____ Date _____
(Signed) _____ Date _____

CITY OF MILPITAS

SHORT TERM DISABILITY FACT SHEET

WHAT IS SHORT TERM DISABILITY?

Short-term disability (STD) is a partial wage-replacement plan to compensate employees who are off of work for non-industrial illnesses and injuries on a temporary basis. STD is replaced by Long-term disability (LTD) after 60 days. LTD must be applied for while on STD. If the LTD request is not approved, then STD will continue up to one year (52 weeks).

HOW IS STD RUN?

The City funds its own disability compensation plan for non-industrial illnesses and injuries; we do not participate in the California State Disability Insurance (SDI) plan. The City's plan is based on the State plan and employees are compensated according to the State payment plan.

WHO IS ELIGIBLE FOR STD?

Regular employees who have completed probation and who are not covered by another City disability program are eligible for STD. (Exceptions: IAFF members are not eligible; MPOA members are covered by their own plan.) *If you have not yet completed your probationary period and previously worked for a private employer, you may be eligible for the State Disability Insurance program. For information, please contact the California State Employment Development Department.*

Employees are eligible for STD after the have used any accrued leave banks.

You are not eligible for STD payments if:

- The injury/illness occurred during the course of other employment (Workers' Compensation)
- You are in legal custody as a result of a conviction or confined by court order
- Your employment with the City is terminated

WHAT IS THE BENEFIT PERIOD?

The benefit period begins 7 calendar days following the disability or on the date of hospitalization, whichever comes first. The maximum benefit period is 52 weeks.

HOW DOES AN EMPLOYEE APPLY FOR STD?

To apply, submit: (1) a letter requesting time off and STD compensation; and (2) a doctor's verification of disability that includes the date disability began and the anticipated date expected to return to work. Letters and the doctor's verification should be submitted to Human Resources. It is important that this information is given to Human Resources as soon as possible to ensure timely payment of benefits.

Should you remain ill or injured beyond the original expected return date, you will need to submit an updated doctor's certification with the new expected return date before any further payments will be made.

At the City's discretion and expense, you may be required to submit to an examination and receive proof of disability from a provider chosen by the City.

April 2008

HOW ARE MY BENEFITS CALCULATED?
Your benefit is calculated based on your current earnings. The earnings are averaged to determine quarterly wages. The quarterly wages are used to determine the weekly benefit rate from the State Disability Insurance (SDI) Weekly Benefit Amount Chart.

WHEN WILL STD PAYMENTS BE MADE?
Once your documentation has been received and the waiting period (if applicable) has been fulfilled, payments will be made following the standard payroll schedule. STD payments will not be made if the employee is on city paid leave.

ARE MY DISABILITY PAYMENTS TAXABLE?
Yes, they are taxed as regular income.

WHAT IS AN EMPLOYEE'S STATUS WHILE ON STD?
An employee receiving STD compensation is on Leave Without Pay. The Family Medical Leave Act (FMLA) will run concurrent with STD, if eligible.

CAN I RECEIVE STD BENEFITS FOR PREGNANCY?
Yes. The usual disability period for a NORMAL pregnancy is up to four weeks before the expected due date and up to six weeks after a vaginal delivery or up to 8 weeks for a Cesarean Section. However, your doctor may certify to a longer period of disability if there are medical complications, or if you aren't able to perform your regular or customary job duties.

WILL MY STD BENEFITS INCREASE OR DECREASE?
No, once your claim is established, your weekly benefit amount remains the same for the duration of that disability claim.

WHAT IF I HAVE FURTHER QUESTIONS?
Please contact the Human Resources Department.

Long-Term Disability

Long-Term Disability (LTD)

Long-term disability (LTD) insurance coverage helps protect you by replacing part of your income in the event you are unable to work due to a long-term illness or injury. The City offers a Core long-term disability plan and Buy-Up option through The Lincoln Financial Group.

Benefit Highlights	Lincoln Financial Group
Elimination Period	60 Days
Monthly Benefit Percentage	60% of Base Monthly Earnings Up to Maximum Monthly Benefit
Maximum Monthly Benefit	
Core LTD	$1,500
Buy-Up LTD	$6,000
Definition of Disability	Loss of duties
Mental Health/Substance Abuse Limitations	24 Months
Survivor Income Benefit	3x gross monthly benefit
Maximum Benefit Duration	Later of Age 65 or SSNRA
Pre-Existing Condition Limitation	3 Months Prior/ 12 Months Insured
Waiver of Premium	Included

The above information is provided for illustrative purposes only. Refer to the applicable carrier material for exact description of plan benefits and conditions.

Please note: If this is not your initial eligibility period, you will need to complete the Evidence of Insurability (EOI) for Medical Underwriting. Lincoln may charge $80 for the completion of the EOI/Medical Underwriting process.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution to Approve Project Plans and Specifications, Award Construction Contract to DeSilva Gates Construction, LLC for Dempsey Road and Great Mall Parkway (Phase II) Street Resurfacing Project and Approve Budget Amendment for Street Resurfacing Project FY24-25 (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:	2/17/2026
Recommendation:	Adopt a resolution to (1) Approve project plans and specifications; (2) Award the Construction Contract to DeSilva Gates Construction, LLC, the lowest responsible bidder, submitting a responsive bid in the amount of $4,229,695; (3) Authorize the City Manager, or designee, to execute the construction contract with DaSilva Gates Construction, LLC; (4) Authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not-to-exceed $635,000 for the Dempsey Road and Great Mall Parkway (Phase II) Street Resurfacing Project, CIP Nos. No. 3440, 4283, 4295, 4304, 4305, 7118; and (5) Approve a Budget Amendment to increase the Senate Bill 1 Road Maintenance and Rehabilitation Account funding in the amount of $333,311.50 and Vehicle Registration Fee funding in the amount of $39,502 for the Street Resurfacing Project 2024-25, CIP Project No. 4300.

BACKGROUND:

The Traffic and Transportation Engineering section of the Public Works Department is responsible for the planning and managing the City Street Resurfacing Program. 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 Pavement Condition Index (PCI) stands at 71, classified as "Good Condition" and above the Bay Area average of 67. It is the City's goal to maintain a minimum PCI rating of 70 throughout its infrastructure.

The Dempsey Road and Great Mall Parkway (Phase II) Street Resurfacing Project, CIP Nos. 3440, 4283, 4295, 4300, 4304, 4305, 7118 (Project) workplan is included in the adopted FY2026-2030 Capital Improvement Program. The resurfacing of Dempsey Road and Great Mall Parkway (Phase II) was approved as part of the Street Resurfacing Project FY2023-24, CIP No. 4300 and FY2024-25, CIP No. 4305, respectively.

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 consisting of repairs to curb, gutter, and sidewalk, and curb ramp replacements in compliance with the Americans with Disabilities Act; pedestrian improvements and signal modification at traffic signal intersections; upgrades to bike lane facilities; and reinstallation of striping and pavement delineation. As part of the accepted workplan, the Project included the following streets as the base bid:

- Alder Drive from Barber Lane to E. Tasman Drive
- Dempsey Way
- Dempsey Road from S. Park Victoria Drive to Yosemite Drive
- Great Mall Parkway from McCandless Drive to Montague Expressway
- Tasman Drive from Alder Drive to 880 Southbound On/Off Ramps

- Yosemite Drive from S. Milpitas Blvd to S. Park Victoria Drive
- Railroad Court, north of Railroad Avenue

In the event of sufficient funding, staff also included the following work as bid alternatives to award with the base scope:

- Alternative 1: Great Mall Parkway Delineator Post (to be included in award)
- Alternative 2: Escuela Parkway Separated Bike Lanes

ANALYSIS:

The Project was advertised on the City eProcurement system, OpenGov Procurement, and digital construction trade publications on November 14, 2025, and in the Milpitas Post on November 14 and 21, 2025, in accordance with the bidding requirements of the Uniform Public Construction Cost Accounting Act and City Ordinance I-2-3.08 – Formal Bid Procedures. The Project was also posted at Milpitas City Hall, Sports Center, and Senior Center per City Council direction and Government Code section 36933. The bid opening was held on January 7, 2026, and eleven (11) sealed bids were received with prices ranging for the base bid from $4,091,695.00 to $5,660,818.24. The apparent lowest bidder was DeSilva Gates Construction LLC, submitting a base bid in the amount of $4,091,695. The City Council agenda packet includes detailed information about the Project's Plan and Specifications (Attachment B); and the Engineer's Construction Estimate and the Bid Results for the Project's base bid and alternative bid items (Attachment C). The Summary of Bid Results is as follows:

Bidder	Base Bid	Bid Alternate No. 1	Bid Alternate No. 2
Engineer's Estimate	**$6,096,384.00**	**$177,250.00**	**$259,830.00**
DeSilva Gates Construction LLC	$4,091,695.00	$138,000.00	$228,640.00
McKim Corporation	$4,226,769.40	$137,350.00	$221,425.00
Radius Earthwork, Inc.	$4,236,866.15	$159,337.50	$238,182.00
McGuire and Hester	$4,558,716.50	$139,750.00	$272,409.00
MCK Services, Inc.	$4,619,757.25	$177,200.00	$244,325.00
Bay Cities Paving & Grading, Inc.	$4,683,948.55	$130,691.91	$219,066.91
G. Bortolotto & Company, Inc.	$4,845,452.25	$151,700.00	$244,775.00
O'Grady Paving, Inc.	$4,905,877.25	$157,250.00	$228,225.00
Interstate Grading & Paving, Inc.	$5,046,150.00	$152,150.00	$247,115.00
Mountain Cascade, Inc.	$5,463,965.00	$89,627.00	$203,448.00
Rapid Grading Services	$5,660,818.24	$127,590.25	$205,354.37

The bid pricing received varies between 7% to 33% under the Engineer's Construction Estimate. The variation is likely due to various factors such as, but not limited to, favorable construction market, timing of the bid posting, contractor's work schedule, an increase in competition among contractors, contractors' ability to self-perform work instead of using subcontractors, the economic scale of the Project, and/or reduced costs in material and labor.

Staff reviewed the bid proposal submitted by DeSilva Gates Construction, LLC, the apparent lowest bidder, and found their bid proposal to be responsive. Staff recommends awarding a construction contract in the base bid amount of $ $4,091,695.00 plus alternate bid item no. 1 in the amount of $138,000.00 for the total amount of $4,229,695.00 to DeSilva Gates Construction, LLC, the lowest responsible bidder submitting a responsive bid. No bid protests were filed with the City. There is sufficient funding available in the Project budget to award this contract, and no additional funding appropriation is required. Bid Alternative Bid Item No. 2, Escuela Parkway Separated Bike Lanes, is not recommended for award at this time, as the City is evaluating potential future improvements along Escuela Parkway and it is not yet determined whether this separated bike lane project is the appropriate alternative.

The construction contingency established for the Project to address any unforeseen conditions that arise during construction is $635,000 which is approximately 15% 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 D). 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.

PROJECT/PROGRAM SCHEDULE:

Upon City Council adoption of the Resolution (Attachment A), construction is anticipated to start in March/April 2026 and be completed by the end of the summer.

BUDGET AMENDMENT FOR STREET RESURFACING PROJECT FY 2024-25, CIP PROJECT NO. 4300

The City receives allotment of tax-generated funding annually from the County of Santa Clara and State through Measure B, Senate Bill 1 Road Maintenance and Rehabilitation Account (SB1 RMRA), and Vehicle Registration Fee (VRF). This funding is dedicated to the annual Street Resurfacing Project to meet the City goal of maintaining a minimum PCI rating of 70 throughout its infrastructure.

The City Council adopted a budget allocation of the SB1 RMRA and VRF funding of $2,000,000 and $500,000, respectively, for Street Resurfacing Project FY 2024-25, CIP Project No. 4300 (CIP No. 4300) as part of the FY2025-2029 Capital Improvement Program adopted on June 3, 2025. As the budget was adopted prior to the release of the actual amount by the State and County of Santa Clara, the budget allocations were based on conservative historic actuals over the past five years. Therefore, a Budget Amendment is required to align with the actual funding received for the CIP No. 4300 the following year.

In FY2024-25, the City received $2,333,311.50 in SB1 RMRA funding from the State where $2,231,511.47 was the funding allocation and $101,800.03 was the accrued interest; and $539,502.00 in VRF funding from the County of Santa Clara. Staff is recommending City Council approve a Budget Amendment (Attachment E) in CIP Project No. 4300 to appropriate the increase in SB1 RMRA funding in the amount of $333,311.50 and VRF in the amount of $39,502 to account for differences from the projected allocation versus the actual allocation received in order to qualify all Project expenditures for reimbursement.

The following is a summary of the requested Budget Appropriations for the Project:

Project No. 4300	Current Adopted Budget	Proposed Budget Increase/(Decrease)	Proposed Budget Total
SB1 RMRA	$2,000,000	$333,311.50	$2,333,311.50
Measure B	$2,097,562	-	$2,097,562
Vehicle Registration Fee	$500,000	$39,502	$539,502
Total	$4,597,562	$372,813.50	$4,970,375.50

An increase in revenues from Measure B and Vehicle Registration Fees in FY2024-25 coupled with a favorable bid pricing for the Project has resulted in approximately $1.5-2 million in unanticipated funding surplus. Staff is evaluating costs and viable streets to undertake a street preservation project in 2027, similar to the 2025 Street Sealing Project completed on Calaveras Blvd., N. Park Victory Drive, and Temple Ave. and adjacent streets. These preservation projects extend the life of streets with PCI values between 50 and 70, thereby supporting the City effort to maintain an overall PCI value of 70 or better.

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve of the Project's plans and specifications and award the construction contract to DeSilva Gates Construction, LLC.

Pros: None.

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

Reason for Not Recommending: The Project would need to be re-advertised, resulting in a minimum six-month delay and causing it to miss the ideal construction season. A postponement would push the Project to be constructed into the rainy season, which could potentially increase 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 FY2024-25, CIP Project No. 4300.

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 full allotment of funding from State and Couty of Santa Clara for reimbursement of expenditures.

FISCAL IMPACT:

The Project will be funded by various CIP projects, including Nos. 3440, 4283, 4295, 4300, 4305, and 7118, to complete the work. Adequate funds are available across all CIP projects and no additional funding is required. In summary, CIP Project No. 3440 will fund all the traffic signal modifications along Great Mall Parkway; CIP Project No. 4283 will fund curb ramp replacements and associated concrete improvements; CIP Project No. 4295 will fund the restriping on Yosemite Drive from S. Milpitas Blvd to Dempsey Road; CIP Project No. 4300 will fund concrete, asphalt, and striping improvements on Alder Drive from Barber Lane to E. Tasman Drive, Great Mall Parkway from McCandless Drive to Montague Expressway, and Tasman Drive from Alder Drive to 880 Southbound On/Off Ramps; CIP Project No. 4305 will fund concrete, asphalt, and striping improvements on Dempsey Road from S. Park Victoria Drive to Yosemite Drive, Dempsey Way, Railroad Court, and Yosemite Drive from Dempsey Road to S. Park Victoria Drive; and CIP Project No. 7118 will fund portion of the asphalt and striping improvements on Dempsey Road and Yosemite Drive due to the recently water main replacement project. The allocation of the funding from various CIP projects are summarized as follows:

Project CIP Number	Project Funding Allocation	Uncommitted Balance as of January 23, 2026
Project No. 3440	$270,000.00	$1,534,615.96
Project No. 4283	$200,000.00	$540,000.19
Project No. 4295	$119,063.50	$202,106.73
Project No. 4300	$2,522,580.50	$4,469,065.97
Project No. 4305	$728,051.00	$1,486,382.89
Project No. 7118	$390,000.00	$2,385,802.96
Total Funding Allocation	$4,229,695.00	**$10,617,974.70**

Summary of Estimated Construction Cost:

Base Bid	$4,091,695.00
Bid Alternative No. 1	$138,000.00
15% Contingency	$635,000.00
Total	**$4,864,695.00**

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The Project consists of the repair and maintenance of existing public streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities as it involves negligible or no expansion of existing use, which is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301. The Notice of Exemption was filed with the County of Santa Clara on October 22, 2025.

ATTACHMENT(S):

(a) Resolution
(b) Project Plan and Specifications
(c) Bid Results Summary
(d) Construction Change Order Policy
(e) Budget Change Form

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE PROJECT PLANS AND SPECIFICATIONS; AWARDING THE CONSTRUCTION CONTRACT TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER, DESILVA GATES CONSTRUCTION, LLC, IN THE AMOUNT OF $4,229,695; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONSTRUCTION CONTRACT WITH DESILVA GATES CORPORATION, LLC; AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDER(S) IN AN AGGREGATE AMOUNT NOT-TO-EXCEED $635,000 FOR THE DEMPSEY ROAD AND GREAT MALL PARKWAY (PHASE II) STREET RESURFACING PROJECT, CIP NOS. NO. 3440, 4283, 4295, 4304, 4305, 7118; AND APPROVING THE BUDGET AMENDMENT TO INCREASE THE STATE BILL 1 ROAD MAINTENANCE AND REHABILITATION ACCOUNT (SB1 RMRA) FUNDING IN THE AMOUNT OF $333,311.50 AND VEHICLE REGISTRATION FEE (VRF) FUNDING IN THE AMOUNT OF $39,502 FOR THE STREET RESURFACING PROJECT 2024-25, CIP PROJECT NO. 4300

WHEREAS, The workplan of the Dempsey Road and Great Mall Parkway (Phase II) Street Resurfacing Project, CIP Nos. 3440, 4283, 4295, 4300, 4304, 4305, 7118 (collectively referred to herein as the "Project") is included in the adopted FY2026-2030 Capital Improvement Program. 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 consisting of repairs to curb, gutter, and sidewalk, and curb ramp replacements in compliance with Americans with Disabilities Act; pedestrian improvements and signal modification at traffic signal intersections; upgrades to bike lane facilities; and reinstallation of striping and pavement delineation. As part of the accepted workplan, the Project included the following streets as the base bid:

- Alder Drive from Barber Lane to E. Tasman Drive;
- Dempsey Way;
- Dempsey Road from S. Park Victoria Drive to Yosemite Drive;
- Great Mall Parkway from McCandless Drive to Montague Expressway;
- Tasman Drive from Alder Drive to 880 Southbound On/Off Ramps;
- Yosemite Drive from S. Milpitas Blvd to S. Park Victoria Drive; and
- Railroad Court, north of Railroad Avenue.

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

- Alternative 1: Great Mall Parkway Delineator Post
- Alternative 2: Escuela Parkway Separated Bike Lanes

WHEREAS, the Project was advertised on the City eProcurement system, OpenGov Procurement, and digital construction trade publications on November 14, 2025, and in the Milpitas Post on November 14 and 21, 2025, in accordance with the bidding requirements of the Uniform Public Construction Cost Accounting Act and City Ordinance I-2-3.08 – Formal Bid Procedures; 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 Construction Estimate for the Project's Base Bid is $6,096,384.00, Bid Alternate No. 1 is $177,250.00, and Bid Alternate No. 2 is $259,830.00; and

WHEREAS, on January 07, 2026, eleven (11) sealed bid proposals were received and the base bid pricing ranged from $4,091,685.00 to $5,660,818.24; and

WHEREAS, the lowest responsible bidder submitting a responsive bid is DeSilva Gates Construction, LLC, in the amount of $4,091,695.00; and

WHEREAS, the Notice of Intent to Award Contract to DeSilva Gates Construction, LLC was posted on OpenGov Procurement and no bid protest was filed with the City within seven (7) days of the notice of intent to award as set forth in the Milpitas Municipal Code I-2-3.19 – Protest Procedure; and

WHEREAS, staff recommends the City Council award a construction contract to DeSilva Gates Construction, LLC, the lowest responsible bidder submitting a responsive bid, for the Project, and authorize the City Manager, or designee, to execute a contract for the Base Bid and Alternative Bid No. 1 in the amount of $4,229,695.00 in accordance with the State law; and

WHEREAS, sufficient funds are available in the Project to award the contract to DeSilva Gates Construction, LLC in the total amount of $4,229,695.00; 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 $635,000, fifteen percent (15%) of the total contract value, for the Project's timely completion and staff's 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 to increase the State Bill 1 Road Maintenance and Rehabilitation Account (SB1 RMRA) funding in the amount of $333,311.50 and Vehicle Registration Fee (VRF) funding in the amount of $39,502 for the Street Resurfacing Project 2024-25, CIP Project No. 4300.

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 project plans and specifications.

3. The City Council hereby awards the construction contract to and authorizes the City Manager, or designee, to execute the contract and related documents with the lowest responsible bidder submitting a responsive bid, DeSilva Gates Construction, LLC, in the amount of $4,229,695.00 for Project. The City Manager or their designee is authorized to execute a contract with DeSilva Gates Construction, LLC 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 $635,000.00 for the Project.

5. The City Council hereby approves the Budget Amendment to increase the SB1 RMRA funding in the amount of $333,311.50 and VRF funding in the amount of $39,502 for the Street Resurfacing Project 2024-25, CIP Project No. 4300.

PASSED AND ADOPTED this 17th day of February, 2026 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

FUNDED IN PART BY:

2016 MEASURE B

REBUILDING CALIFORNIA SB1

Valley Transportation Authority

CITY OF MILPITAS

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II),

CITY PROJECT No. 4283, 4300, 4304, 4305, 7118

Milpitas

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 GRADE
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

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

DRAWING INDEX:

SHEET #	SHEET TITLE	DESCRIPTION
1	G-01	TITLE SHEET
2-3	G-02 – G-03	GENERAL NOTES
DEMPSEY ROAD STREET RESURFACING		
SHEET #	SHEET TITLE	DESCRIPTION
4	G-04	KEY MAP
5-6	TX-01 – TX-02	CROSS SECTIONS
7-12	L-01 – L-06	LAYOUT PLANS
13	L-07	SUMMARY OF QUANTITIES
14-16	CD-01 – CD-03	CONSTRUCTION DETAIL SHEETS
17-22	SS-01 – SS-06	STRIPING PLANS
23	SS-07	SUMMARY OF STRIPING QUANTITIES
24-28	SD-01 – SD-05	STRIPING DETAIL SHEETS
GREAT MALL STREET RESURFACING		
SHEET #	SHEET TITLE	DESCRIPTION
29	G-05	KEY MAP
30-31	TX-03 – TX-04	CROSS SECTIONS
32-40	L-08 – L-16	LAYOUT PLANS
41-42	L-17 – L-18	SUMMARY OF QUANTITIES
43-50	CD-04 – CD-11	CONSTRUCTION DETAIL SHEETS
51-59	SS-08 – SS-16	STRIPING PLANS
60-61	SS-17 – SS-18	SUMMARY OF STRIPING QUANTITIES
62-66	SD-06 – SD-10	STRIPING DETAIL SHEETS
67-75	TS-01 – TS-03	TRAFFIC SIGNAL
76	GR-01	GEOTECHNICAL CORING TABLE
YOSEMITE DR RESTRIPING		
SHEET #	SHEET TITLE	DESCRIPTION
77-78	SS-19 – SS-20	STRIPING PLANS
79	SS-21	SUMMARY OF STRIPING QUANTITIES

PROJECT DESCRIPTION:

THE STREET RESURFACING 2025 – DEMPSEY ROAD & GREAT MALL PARKWAY (PHASE II) PROJECT CONSISTS OF REHABILITATING VARIOUS STREETS THROUGHOUT THE CITY WITHIN THE LIMITS AS SHOWN ON THESE PLANS. STREET RESURFACING SHALL INCLUDE 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; DRIVEWAY REPAIR; TRAFFIC SIGNAL MODIFICATIONS; AND ADJUSTING UTILITY COVERS TO FINISHED GRADE SHALL BE COMPLETED ACCORDING TO THESE PLANS AND ALL ASSOCIATED CONTRACT DOCUMENTS.

811 CONTACT US BEFORE YOU DIG – DIG SAFE BOARD RULES

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.

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER – JACOB REDDING SCHRAMM – No. 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: 10/16/25

Checked By: JS Date: 10/16/25

Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
△			

CITY OF MILPITAS – CALIFORNIA – JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

TITLE SHEET

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

APPROVED FOR BIDDING BY: *Michael Silveira* DATE: 11/5/2025
MICHAEL SILVEIRA, P.E., CITY ENGINEER

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. G-01

SCALE: NTS

SHEET 1 OF 79

Juliana.Chen Oct 14, 2025 – 4:22pm K:\SMT_RDWY\097384008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\G-01.dwg

CITY GENERAL NOTES:

1. CONTRACTOR'S LICENSE REQUIREMENTS ARE NOTED IN THE CONTRACT DOCUMENTS.
2. AS REQUIRED BY THE CONTRACT DOCUMENTS, THE 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 SPECIFIED IN THE CONTRACT DOCUMENTS.
3. CONTRACTOR SHALL SUBMIT A PROJECT CONSTRUCTION SCHEDULE TO THE CITY ENGINEER FOR REVIEW NO LATER THAN 21-DAYS AFTER ISSUANCE OF PROJECT NOTICE OF AWARD.
4. CONTRACTORS PROJECT CONSTRUCTION SCHEDULE SHALL MEET ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS.
5. THE PROJECT NOTICE TO PROCEED WILL NOT BE ISSUED UNLESS CONTRACTORS PROJECT CONSTRUCTION SCHEDULE HAS BEEN APPROVED BY THE CITY ENGINEER.
6. 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 AND SHALL COMPLY WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND AS DIRECTED BY THE CITY ENGINEER.
7. CONTRACTORS MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE LATEST EDITION OF THE CITY STANDARDS DETAILS, STANDARD SPECIFCATIONS, ORDINANCES OF THE CITY OF MILPITAS, AND THE LATEST STATE STANDARD SPECIFICATIONS. CITY STANDARD DETAILS AND SPECIFICATIONS ARE AVAILABLE FROM THE CITY ENGINEERING DEPARTMENT, 408-586-3300: https://www.ci.milpitas.ca.gov/milpitas/departments/engineering/standard-details-and-specifications/
8. CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AND APPROVALS NECESSARY TO PERFORM THE WORK SHOWN ON THE DRAWINGS, AND SHALL COMPLY WITH FEDERAL, STATE AND LOCAL LAW.
9. 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 BY CONTACTING: (408) 586-2797, OR PREFERRED METHOD: https://app.acuityscheduling.com/schedule.php?owner=18287911
10. CONTRACTOR'S PROJECT MANAGER AND SUPERINTENDENT SHALL ATTEND PRE-CONSTRUCTION MEETING WITH CITY PROJECT ENGINEER AND INSPECTIOR PRIOR TO STARTING WORK.
11. THE LOCATION OF MANHOLES, VALVE & UTILITY BOXES, MONUMENTS, TRAFFIC LOOPS, AND OTHER INFRASTRUCTURE AS SHOWN IN THE CONTRACT DOCUMENTS ARE APPROXIMATE AND SHALL BE FIELD LOCATED BY CONTRACTOR.
12. CONTRACTOR SHALL NOT PERFORM ANY WORK THAT DEVIATES FROM THAT SHOWN IN THE CONTRACT DOCUMENTS WITHOUT APPROVAL FROM THE CITY ENGINEER.
13. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, ELEVATIONS, AND REQUIRED MATERIAL QUANTITIES PRIOR TO STARTING WORK. ANY CONFLICT WITH INFORMATION SHOWN IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER.
14. CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES PRIOR TO STARTING WORK AND SHALL OBTAIN A CHANGE ORDER FROM THE CITY ENGINEER PRIOR TO EXCEEDING ESTIMATED QUANTITIES.
15. ALL QUANTITIES AND PAY ITEMS SHALL BE BASED ON ACTUAL FIELD MEASUREMENT BY THE CITY ENGINEER. THE CONTRACTOR SHALL MEET WITH PROJECT INSPECTOR AND AGREE ON QUANTITIES WITHIN 48-HOURS OF COMPLETING EACH SEGMENT WORK OR AS REQUIRED BY THE CONTRACT DOCUMENTS.
16. 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.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY AND CONDITIONS AT THE PROJECT JOB SITE AT ALL TIMES.
18. CONTRACTOR SHALL COMPLY WITH ALL OCCUPATIONAL SAFETY REQUIREMENTS, HEALTH AND SAFETY ORDERS, CITY, STATE, AND FEDERAL REGULATIONS.
19. 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.
20. 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.
21. NO CONSTRUCTION OPERATIONS ARE PERMITTED ON THE FOLLOWING CITY HOLIDAYS IN ACCORDANCE WITH CITY ORDINANCE AND THE CONTRACT DOCUMENTS: 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.
22. 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.
23. CONTRACTOR SHALL IMPLEMENT AND MAINTAIN CONSTRUCTION BEST MANAGEMENT PRACTICES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, STATE LAW, CITY ORDINANCE, AND THE PROJECT STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
24. CONTRACTOR SHALL NOT ALLOW ANY DEBRIS OR DISCHARGE TO ENTER A STORM DRAIN CATCH BASIN OR WATER COURSE.
25. 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.
26. CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES AT PROJECT SITE AND DURING CONSTRUCTION OPERATIONS AT ALL TIMES.
27. CONTRACTOR SHALL PROVIDE RECORD DRAWINGS OF AS-BUILT CONDITIONS WITH ANY REDLINE FIELD CHANGES FOR CITY REVIEW PRIOR TO REQUESTING FINAL INSPECTION. DRAWINGS SHALL BE PROVIDED IN HARDCOPY, ELECTRONIC PDF FORMAT, AND CADD FORMAT MEETING CITY REQUIREMENTS.
28. 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.
29. 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.
30. 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:

31. CONTRACTOR SHALL SUBMITT A TRAFFIC CONTROL PLAN DESIGNED BY A CALIFORNIA LICENSED ENGINEER AND RECEIVE CITY APPROVAL OF PLAN PRIOR TO STARTING WORK IN THE STREET.
32. 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.
33. 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. 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.
39. 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.
40. 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.
41. CONTRACTOR SHALL RECEIVE INSPECTOR APPROVAL OF CAT-TRACKING OF ROADWAY STRIPING AND MARKINGS PRIOR TO INSTALLATION OF FINAL MARKINGS.
42. CONTRACTOR SHALL ONLY HAUL ON ROUTES AND STREETS AS DIRECTED IN THE CONTRACT DOCUMENTS OR AS PRE-APPROVED BY THE CITY ENGINEER.
43. 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.
44. CONTRACTOR SHALL NOT STORE MATERIALS OR EQUIPMENT ON STREET OR RIGHT OF WAY UNLESS SPECIFICALLY APPROVED BY THE CITY ENGINEER.
45. CONTRACTOR SHALL OBTAIN APPROVALS FROM PRIVATE PROPERTY OWNERS PRIOR TO ACCESS OR USE OF PROPERTY.
46. CONTRACTOR SHALL POST "NO PARKING SIGNAGE" WITH SIGNAGE AVAILABLE FROM CITY AS REQUIRED TO SAFELY COMPLETE WORK IN THE STREET AND SIDEWALK 48-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:

47. 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
48. 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 FURTHER EXCAVATION.
49. 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 FURTHER EXCAVATION.
50. ADDITIONAL COST ON THE PART OF THE CONTRACTOR TO DETERMINE THE LOCATION OR DEPTH OF EXISTING UTILITIES WHERE DIFFERENT FROM THAT SHOWN IN THE CONTRACT DOCUMENTS SHALL BE BORNE BY THE CONTRACTOR.
51. UTILITY BOXES, MANHOLE COVERS, AND OTHER INFRASTRUCTURE SHALL BE BROUGHT TO FINISHED GRADE BY CONTRACTOR NO LATER THAN 72-HOURS FOLLOWING FINAL PAVING OPERATIONS.
52. CONTRACTOR SHALL NOT OPERATE WATER VALVES WITHOUT PRIOR APPROVAL FROM PUBLIC WORKS INSPECTOR.
53. 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.
54. 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.

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 AND 48-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 CALTRANS STANDARD PLANS AND SPECIFICATIONS DATED 2018, WITH THE EXCEPTION OF ASPHALT PAVING. ASPHALT PAVING SHALL BE SUPPLEMENTED BY CITY STANDARD PLANS AND SPECIFICATIONS AND CALTRANS STANDARD PLANS AND SPECIFICATIONS DATED JULY 2010.
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 2022 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.

811 CONTACT US BEFORE YOU DIG SAFE DIGGING IS EVERYONE'S RESPONSIBILITY

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER JACOB REDDING SOKRAM No. 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: 10/16/25

Checked By: JS Date: 10/16/25

Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
△			

CITY OF MILPITAS CALIFORNIA INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING 2025 - Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

GENERAL NOTES

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER - ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. G-02

SCALE: NTS

SHEET 2 OF 79

Juliana.Chen Oct 14, 2025 - 9:54am K:\SMT_RDWY\097384008 - Milpitas Dempsey Way - JS\08 CADD\PlanSheets\G-01.dwg

NOTICE OF CONSTRUCTION:

30. 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 LASTEST CALTRANS STANDARD PLANS AND SPECIFICATIONS, WITH THE EXCEPTION OF ASPHALT PAVING. ASPHALT PAVING SHALL BE SUPPLEMENTED BY CITY STANDARD PLANS AND SPECIFICATIONS AND CALTRANS STANDARD PLANS AND SPECIFICATIONS DATED JULY 2010.
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.

811 CONTACT ME BEFORE YOU DIG — DON'T GUESS, DON'T GAMBLE, DON'T DAMAGE

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SORAHAM — No. 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: 10/16/25

Checked By: JS Date: 10/16/25

Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — JANUARY 25, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

GENERAL NOTES

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. G-03

SCALE: NTS

SHEET 3 OF 79

Juliana.Chen Oct 14, 2025 – 9:54am K:\SMT_RDWY\097384008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\G–01.dwg

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SORAHAN
No. 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: 10/16/25

Checked By: JS Date: 10/16/25

Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)

CIP NO. 4283, 4300, 4304, 4305, 7118

KEY MAP – SHEET 1 OF 2

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025

LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. G-04

SCALE: NTS

SHEET 4 OF 79

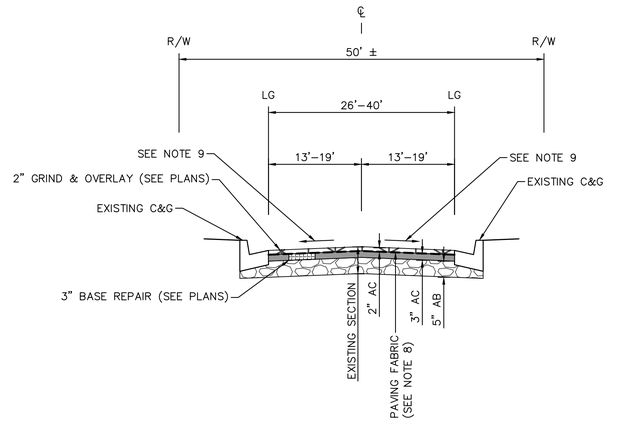
Juliana.Chen Oct 14, 2025 – 9:54am K:\SMT_RDWY\097384008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\G-01.dwg

LEGEND

- ASPHALT CONCRETE
- ASPHALT BASE
- 3" BASE REPAIR
- 2" GRIND & OVERLAY
- 2.75" GRIND & OVERLAY
- CRACK AND SLURRY SEAL
- PAVING FABRIC

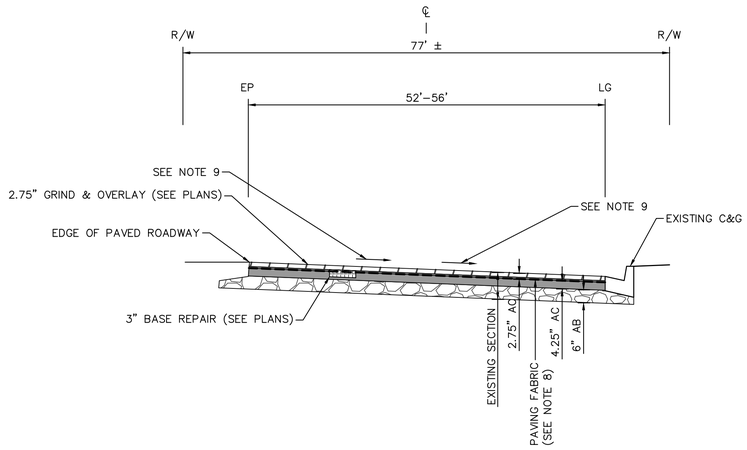
NOTES:

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.
5. CONTRACTOR SHALL CRACK SEAL PAVEMENT REHABILITATION AREAS PRIOR TO OVERLAY WORK.
6. EXISTING CURB, GUTTER, SIDEWALK AND DRIVEWAY SHALL BE PROTECTED–IN–PLACE, UNLESS OTHERWISE NOTED ON THE PLANS.
7. DIMENSIONS SHOWN IN TYPICAL SECTIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY DIMENSIONS WITH THE ENGINEER IN THE FIELD.
8. PAVING FABRIC HAS BEEN ENCOUNTERED AT VARIOUS LOCATIONS THROUGHOUT THE PROJECT LIMITS. CONTRACTOR IS RESPONSIBLE FOR RECYCLING AND DISPOSAL OF PAVING FABRIC WITHIN PROJECT LIMITS.
9. CONTRACTOR TO RESTORE FINISHED GRADE TO ADA STANDARDS WITHIN LIMITS OF CROSSWALKS AND EXISTING GRADE SLOPES NOT TO EXCEED 5% OUTSIDE OF CROSSWALKS.



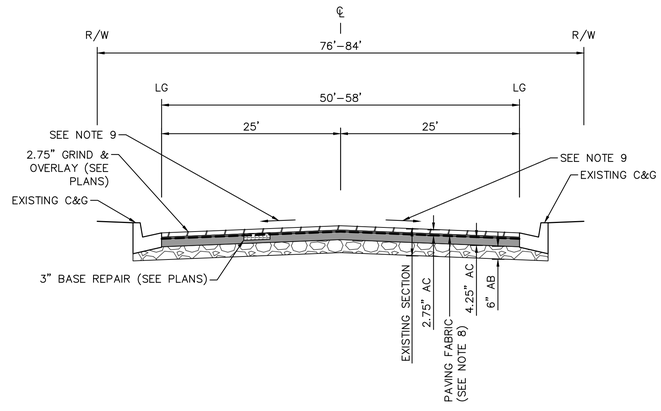
DEMPSEY WAY, DEMPSEY RD FROM S PARK VICTORIA DR TO 95 DEMPSEY RD

1 NTS



DEMPSEY RD FROM 95 DEMPSEY RD TO 123 DEMPSEY RD

2 NTS



DEMPSEY RD FROM 123 DEMPSEY RD TO 375 DEMPSEY RD

3 NTS

Juliana.Chen Oct 14, 2025 – 9:54am K:\SMT_RDWY\097384008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\TX–01.dwg

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SAHRAMA
No. 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: 10/16/25

Checked By: JS Date: 10/16/25

Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)

CIP NO. 4283, 4300, 4304, 4305, 7118

CROSS SECTIONS – SHEET 1 OF 4

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025

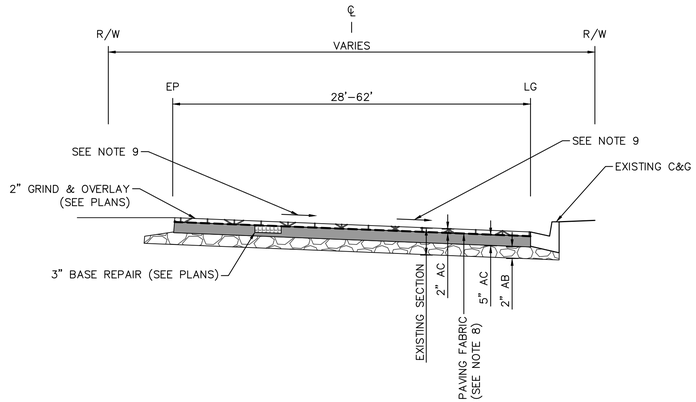
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. TX–01

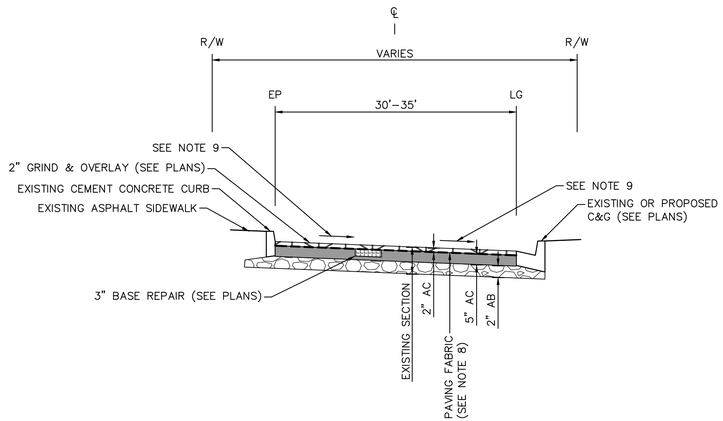
SCALE: NTS

SHEET 5 OF 79



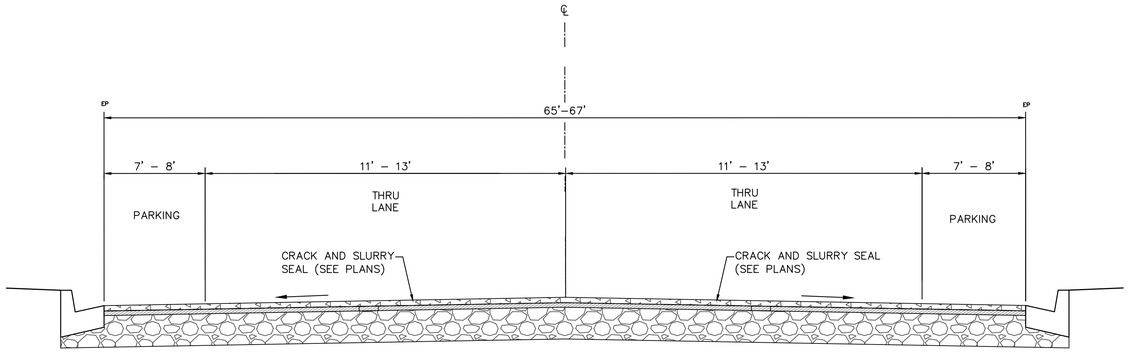
DEMPSEY RD FROM 375
DEMPSEY RD TO 424
DEMPSEY RD

4 NTS



DEMPSEY RD FROM 424
DEMPSEY RD TO YOSEMITE DR

5 NTS



YOSEMITE DR FROM DEMPSEY RD TO S PARK VICTORIA DR

6 NTS

LEGEND

- ASPHALT CONCRETE
- ASPHALT BASE
- 3" BASE REPAIR
- 2" GRIND & OVERLAY
- 2.75" GRIND & OVERLAY
- CRACK AND SLURRY SEAL
- PAVING FABRIC

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.
5. CONTRACTOR SHALL CRACK SEAL PAVEMENT REHABILITATION AREAS PRIOR TO OVERLAY WORK.
6. EXISTING CURB, GUTTER, SIDEWALK AND DRIVEWAY SHALL BE PROTECTED–IN–PLACE, UNLESS OTHERWISE NOTED ON THE PLANS.
7. DIMENSIONS SHOWN IN TYPICAL SECTIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY DIMENSIONS WITH THE ENGINEER IN THE FIELD.
8. PAVING FABRIC HAS BEEN ENCOUNTERED AT VARIOUS LOCATIONS THROUGHOUT THE PROJECT LIMITS. CONTRACTOR IS RESPONSIBLE FOR RECYCLING AND DISPOSAL OF PAVING FABRIC WITHIN PROJECT LIMITS.
9. CONTRACTOR TO RESTORE FINISHED GRADE TO ADA STANDARDS WITHIN LIMITS OF CROSSWALKS AND EXISTING GRADE SLOPES NOT TO EXCEED 5% OUTSIDE OF CROSSWALKS.

Juliana.Chen Oct 14, 2025 – 9:54am K:\SMT_RDWY\097384008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\TX–01.dwg

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SORAMM
No. 95908
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: _____ Rec. No. _____

Drawn By: AB/ZC Date: 10/16/25
Checked By: JS Date: 10/16/25
Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
△			

CITY OF MILPITAS
ENGINEERING DIVISION

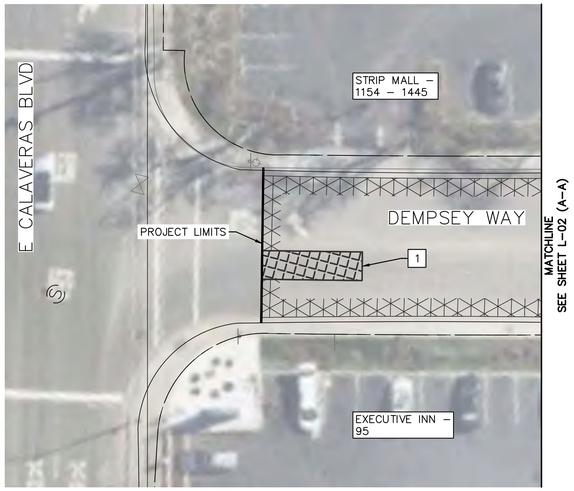
STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)

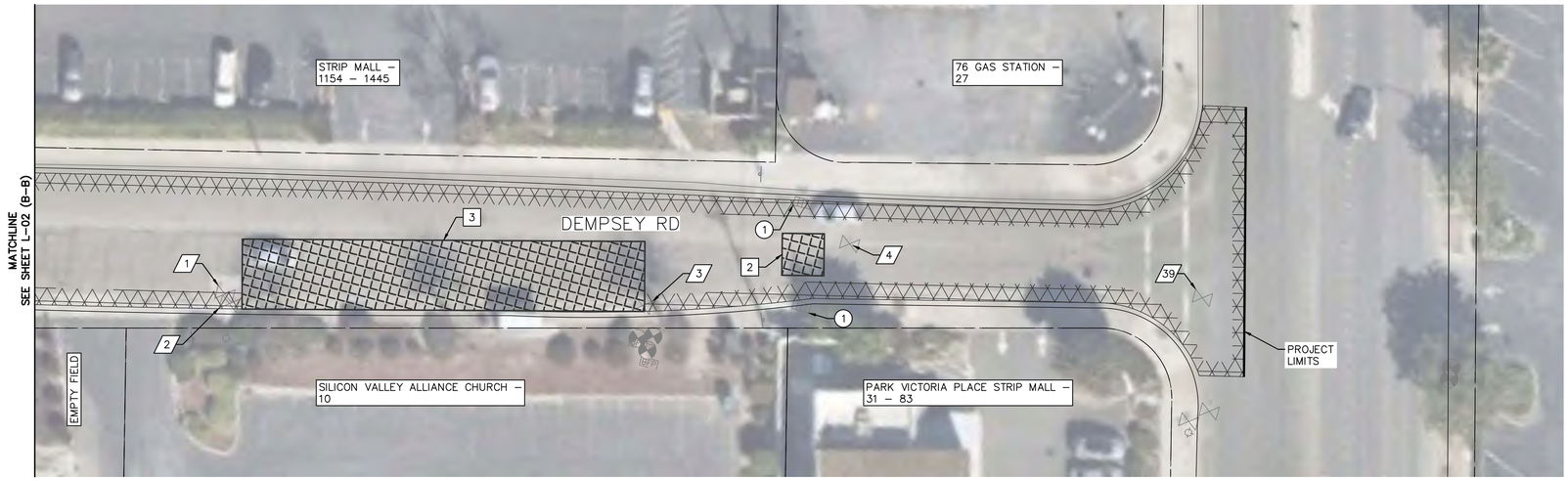
CIP NO. 4283, 4300, 4304, 4305, 7118

CROSS SECTIONS – SHEET 2 OF 4

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. TX–02
SCALE: NTS
SHEET 6 OF 79





LEGEND

- (1) PROTECT IN PLACE
- (C) CASE C CURB RAMP PER CALTRANS STD PLAN A88A
- (X) CUSTOM CURB RAMP
- (#) BASE REPAIR LOCATION
- (#) CONCRETE C&G REPAIR LOCATION
- (#) UTILITY STRUCTURE/BOX ADJUST TO GRADE LOCATION
- (#) MONUMENT PROTECT AND ADJUST COVER TO GRADE LOCATION
- (#) UTILITY COVER REPLACEMENT LOCATION
- 3" BASE REPAIR (SEE NOTE 4) — 2 CD-2
- 2.75" GRIND & 2.75" OVERLAY (SEE NOTE 13) — 2 CD-2
- 2" GRIND & 2" OVERLAY (SEE NOTE 13) — 4 CD-2
- SLURRY SEAL & CRACK SEALING — 5 CD-2
- PROPERTY LINE / ROW
- (E) SSMH
- (E) SDMH
- (E) SDDI
- (E) WV
- (E) FH
- (E) WM
- (E) BFP
- (E) SSCO
- (E) PRIVATE UTIL
- (E) CITY MON
- 676 (E) ADDRESS NO.

CONSTRUCTION NOTES:

1. THIS PLAN IS ACCURATE FOR PAVEMENT REHABILITATION 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. CRACK SEAL PER CALTRANS STANDARDS PRIOR TO MICROSURFACING.
12. CRACK SEAL PER CALTRANS STANDARDS AFTER GRIND, BEFORE ASPHALT OVERLAY.
13. BASE REPAIR SHALL OCCUR AFTER GRIND, BEFORE ASPHALT OVERLAY.
14. CONTRACTOR SHALL REMOVE ALL PAVEMENT BUTTONS PRIOR TO PAVEMENT TREATMENT.
15. CONTRACTOR SHALL CONFIRM CURB RAMP LAYOUT AND FIT WITH ENGINEER.
16. CONTRACTOR SHALL LAYOUT BASE REPAIR PER PLAN AND NOTIFY THE ENGINEER OR PROPOSED CHANGES. THE ENGINEER SHALL REVIEW AND APPROVE FIELD MARKINGS.
17. FOR STRIPING AND PAVEMENT MARKING LIMITS, SEE STRIPING PLAN.
18. REMOVE TREE WELLS TO LIMITS SHOWN. FOR AREAS AROUND EXISTING TREES, REMOVE TREE WELL AND REPLACE WITH NATIVE MATERIAL, BACKFILLED TO BE LEVEL WITH ADJACENT CURB AND SIDEWALK. FOR EXPOSED AGGREGATE PAVING, REMOVE AND REPLACE WITH CITY STANDARD SIDEWALK.

GRAPHIC SCALE IN FEET
0 10 20 40

811 CONTACT US BEFORE YOU DIG — AVOID ONGOING REPAIRS

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — No. 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: 10/16/25

Checked By: JS Date: 10/16/25

Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)

CIP NO. 4283, 4300, 4304, 4305, 7118

LAYOUT PLANS – SHEET 1 OF 17

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025

LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. L-01

SCALE: 1" = 20'

SHEET 7 OF 79

Juliana.Chen Oct 14, 2025 – 9:56am K:\SMT_RDWY\0973840008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\L-01.dwg

NORTH

NORTH

LEGEND

- (1) PROTECT IN PLACE
- (C) CASE C CURB RAMP PER CALTRANS STD PLAN A88A
- (X) CUSTOM CURB RAMP
- (#) BASE REPAIR LOCATION
- (#) CONCRETE C&G REPAIR LOCATION
- (#) UTILITY STRUCTURE/BOX ADJUST TO GRADE LOCATION
- (#) MONUMENT PROTECT AND ADJUST COVER TO GRADE LOCATION
- (#) UTILITY COVER REPLACEMENT LOCATION
- 3" BASE REPAIR (SEE NOTE 4) — 2 CD-2
- 2.75" GRIND & 2.75" OVERLAY (SEE NOTE 13) — 2 CD-2
- 2" GRIND & 2" OVERLAY (SEE NOTE 13) — 4 CD-2
- SLURRY SEAL & CRACK SEALING — 5 CD-2
- PROPERTY LINE / ROW
- (E) SSMH
- (E) SDMH
- (E) SDDI
- (E) WV
- (E) FH
- (E) WM
- (E) BFP
- (E) SSCO
- (E) PRIVATE UTIL
- (E) CITY MON
- 676 (E) ADDRESS NO.

CONSTRUCTION NOTES:

1. THIS PLAN IS ACCURATE FOR PAVEMENT REHABILITATION 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. CRACK SEAL PER CALTRANS STANDARDS PRIOR TO MICROSURFACING.
12. CRACK SEAL PER CALTRANS STANDARDS AFTER GRIND, BEFORE ASPHALT OVERLAY.
13. BASE REPAIR SHALL OCCUR AFTER GRIND, BEFORE ASPHALT OVERLAY.
14. CONTRACTOR SHALL REMOVE ALL PAVEMENT BUTTONS PRIOR TO PAVEMENT TREATMENT.
15. CONTRACTOR SHALL CONFIRM CURB RAMP LAYOUT AND FIT WITH ENGINEER.
16. CONTRACTOR SHALL LAYOUT BASE REPAIR PER PLAN AND NOTIFY THE ENGINEER OR PROPOSED CHANGES. THE ENGINEER SHALL REVIEW AND APPROVE FIELD MARKINGS.
17. FOR STRIPING AND PAVEMENT MARKING LIMITS, SEE STRIPING PLAN.
18. REMOVE TREE WELLS TO LIMITS SHOWN. FOR AREAS AROUND EXISTING TREES, REMOVE TREE WELL AND REPLACE WITH NATIVE MATERIAL, BACKFILLED TO BE LEVEL WITH ADJACENT CURB AND SIDEWALK. FOR EXPOSED AGGREGATE PAVING, REMOVE AND REPLACE WITH CITY STANDARD SIDEWALK.

GRAPHIC SCALE IN FEET
0 10 20 40

811 CONTACT BEFORE YOU DIG

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SORAMM
No. 95908
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: _____ Rec. No. _____

Drawn By: AB/ZC Date: 10/16/25
Checked By: JS Date: 10/16/25
Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
CALIFORNIA
INCORPORATED JANUARY 25, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

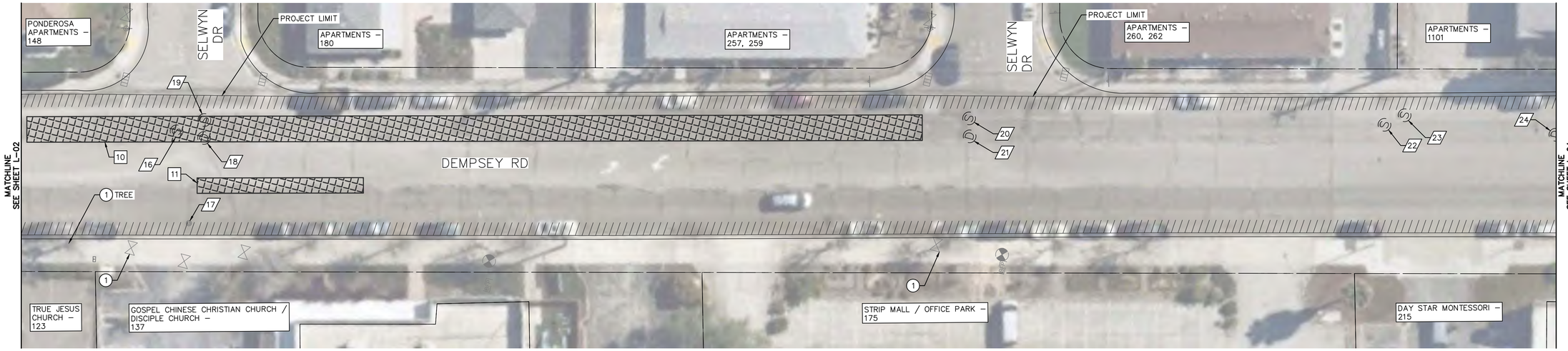
STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

LAYOUT PLANS – SHEET 2 OF 17

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. L-02
SCALE: 1" = 20'
SHEET 8 OF 79

Juliana.Chen Oct 14, 2025 – 9:58am K:\SMT_RDWY\097384008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\L-01.dwg



LEGEND

- (1) PROTECT IN PLACE
- (C) CASE C CURB RAMP PER CALTRANS STD PLAN A88A
- (X) CUSTOM CURB RAMP
- (#) BASE REPAIR LOCATION
- (#) CONCRETE C&G REPAIR LOCATION
- (#) UTILITY STRUCTURE/BOX ADJUST TO GRADE LOCATION
- (#) MONUMENT PROTECT AND ADJUST COVER TO GRADE LOCATION
- (#) UTILITY COVER REPLACEMENT LOCATION
- 3" BASE REPAIR (SEE NOTE 4) — (2) CD-2
- 2.75" GRIND & 2.75" OVERLAY (SEE NOTE 13) — (2) CD-2
- 2" GRIND & 2" OVERLAY (SEE NOTE 13) — (4) CD-2
- SLURRY SEAL & CRACK SEALING — (5) CD-2
- PROPERTY LINE / ROW
- (E) SSMH
- (E) SDMH
- (E) SDDI
- (E) WV
- (E) FH
- (E) WM
- (E) BFP
- (E) SSCO
- (E) PRIVATE UTIL
- (E) CITY MON
- 676 (E) ADDRESS NO.

CONSTRUCTION NOTES:

1. THIS PLAN IS ACCURATE FOR PAVEMENT REHABILITATION 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. CRACK SEAL PER CALTRANS STANDARDS PRIOR TO MICROSURFACING.
12. CRACK SEAL PER CALTRANS STANDARDS AFTER GRIND, BEFORE ASPHALT OVERLAY.
13. BASE REPAIR SHALL OCCUR AFTER GRIND, BEFORE ASPHALT OVERLAY.
14. CONTRACTOR SHALL REMOVE ALL PAVEMENT BUTTONS PRIOR TO PAVEMENT TREATMENT.
15. CONTRACTOR SHALL CONFIRM CURB RAMP LAYOUT AND FIT WITH ENGINEER.
16. CONTRACTOR SHALL LAYOUT BASE REPAIR PER PLAN AND NOTIFY THE ENGINEER OR PROPOSED CHANGES. THE ENGINEER SHALL REVIEW AND APPROVE FIELD MARKINGS.
17. FOR STRIPING AND PAVEMENT MARKING LIMITS, SEE STRIPING PLAN.
18. REMOVE TREE WELLS TO LIMITS SHOWN. FOR AREAS AROUND EXISTING TREES, REMOVE TREE WELL AND REPLACE WITH NATIVE MATERIAL, BACKFILLED TO BE LEVEL WITH ADJACENT CURB AND SIDEWALK. FOR EXPOSED AGGREGATE PAVING, REMOVE AND REPLACE WITH CITY STANDARD SIDEWALK.

GRAPHIC SCALE IN FEET
0 10 20 40

811 CONTACT ATT BEFORE YOU DIG — STAKE/FLAGGING REQUIRED

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SORAMM — No. 95908 — 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: 10/16/25

Checked By: JS Date: 10/16/25

Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

LAYOUT PLANS – SHEET 3 OF 17

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

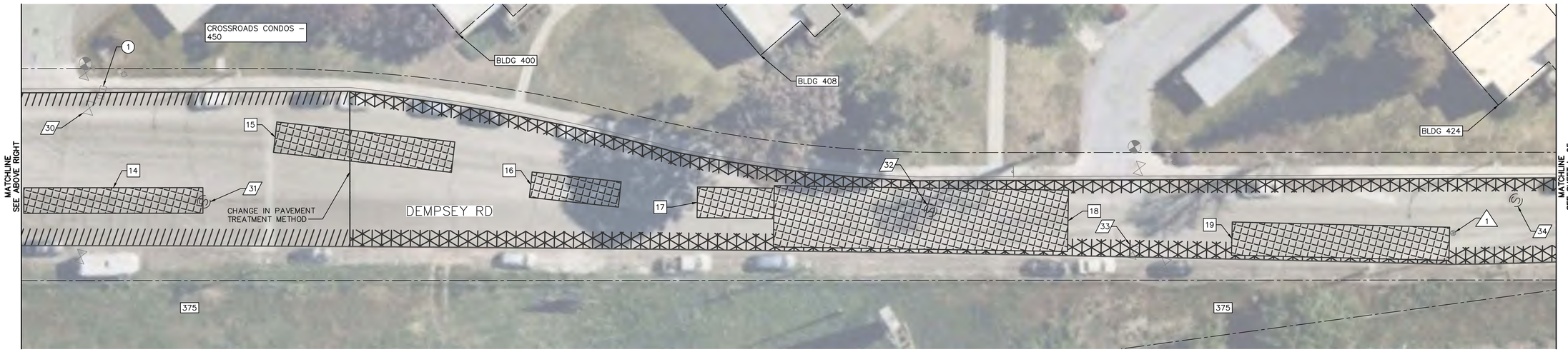
PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. L-03

SCALE: 1" = 20'

SHEET 9 OF 79

Juliana.Chen Oct 14, 2025 – 9:58am K:\SMT_RDWY\097384008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\L-01.dwg



LEGEND

- (1) PROTECT IN PLACE
- (C) CASE C CURB RAMP PER CALTRANS STD PLAN A88A
- (X) CUSTOM CURB RAMP
- [#] BASE REPAIR LOCATION
- <#> CONCRETE C&G REPAIR LOCATION
- /#/ UTILITY STRUCTURE/BOX ADJUST TO GRADE LOCATION
- /#\ MONUMENT PROTECT AND ADJUST COVER TO GRADE LOCATION
- (#) UTILITY COVER REPLACEMENT LOCATION
- 3" BASE REPAIR (SEE NOTE 4) — 2 CD-2
- 2.75" GRIND & 2.75" OVERLAY (SEE NOTE 13) — 2 CD-2
- 2" GRIND & 2" OVERLAY (SEE NOTE 13) — 4 CD-2
- SLURRY SEAL & CRACK SEALING — 5 CD-2
- PROPERTY LINE / ROW
- (E) SSMH
- (E) SDMH
- (E) SDDI
- (E) WV
- (E) FH
- (E) WM
- (E) BFP
- (E) SSCO
- (E) PRIVATE UTIL
- (E) CITY MON
- 676 (E) ADDRESS NO.

CONSTRUCTION NOTES:

1. THIS PLAN IS ACCURATE FOR PAVEMENT REHABILITATION 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. CRACK SEAL PER CALTRANS STANDARDS PRIOR TO MICROSURFACING.
12. CRACK SEAL PER CALTRANS STANDARDS AFTER GRIND, BEFORE ASPHALT OVERLAY.
13. BASE REPAIR SHALL OCCUR AFTER GRIND, BEFORE ASPHALT OVERLAY.
14. CONTRACTOR SHALL REMOVE ALL PAVEMENT BUTTONS PRIOR TO PAVEMENT TREATMENT.
15. CONTRACTOR SHALL CONFIRM CURB RAMP LAYOUT AND FIT WITH ENGINEER.
16. CONTRACTOR SHALL LAYOUT BASE REPAIR PER PLAN AND NOTIFY THE ENGINEER OR PROPOSED CHANGES. THE ENGINEER SHALL REVIEW AND APPROVE FIELD MARKINGS.
17. FOR STRIPING AND PAVEMENT MARKING LIMITS, SEE STRIPING PLAN.
18. REMOVE TREE WELLS TO LIMITS SHOWN. FOR AREAS AROUND EXISTING TREES, REMOVE TREE WELL AND REPLACE WITH NATIVE MATERIAL, BACKFILLED TO BE LEVEL WITH ADJACENT CURB AND SIDEWALK. FOR EXPOSED AGGREGATE PAVING, REMOVE AND REPLACE WITH CITY STANDARD SIDEWALK.

GRAPHIC SCALE IN FEET
0 10 20 40

811 CONTACT 811 BEFORE YOU DIG SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — No. 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: 10/16/25
Checked By: JS Date: 10/16/25
Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

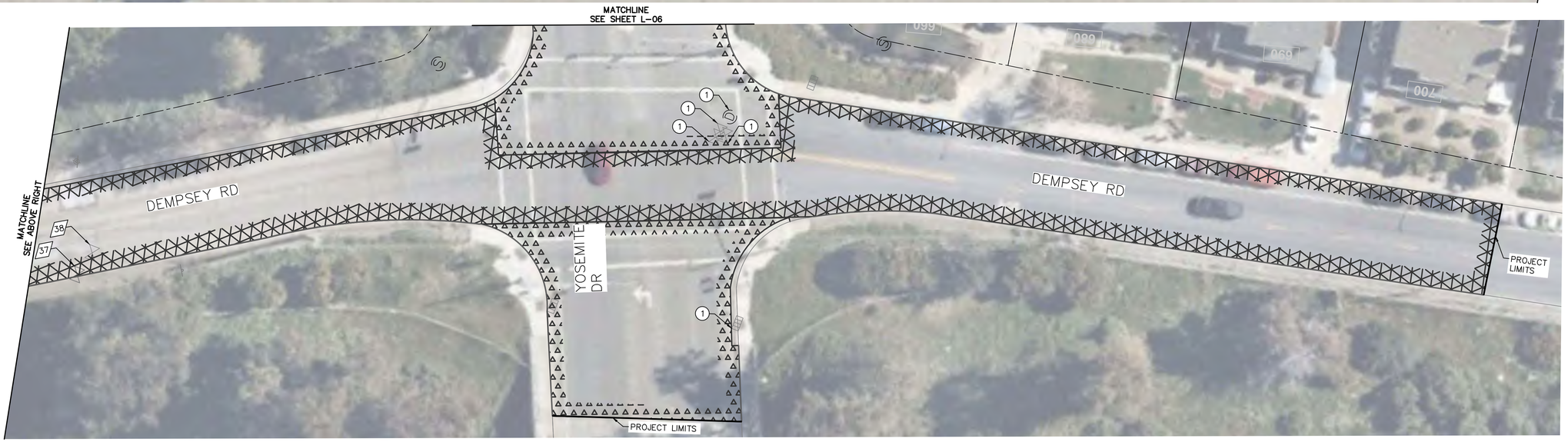
STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

LAYOUT PLANS – SHEET 4 OF 17

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. L-04
SCALE: 1" = 20'
SHEET 10 OF 79

Juliana.Chen Oct 14, 2025 – 10:00am K:\SWT_RDWY\097384008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\L-04.dwg



LEGEND

- (1) PROTECT IN PLACE
- (C) CASE C CURB RAMP PER CALTRANS STD PLAN A88A
- (X) CUSTOM CURB RAMP
- # BASE REPAIR LOCATION
- # CONCRETE C&G REPAIR LOCATION
- # UTILITY STRUCTURE/BOX ADJUST TO GRADE LOCATION
- # MONUMENT PROTECT AND ADJUST COVER TO GRADE LOCATION
- # UTILITY COVER REPLACEMENT LOCATION
- 3" BASE REPAIR (SEE NOTE 4) — 2 CD-2
- 2.75" GRIND & 2.75" OVERLAY (SEE NOTE 13) — 2 CD-2
- 2" GRIND & 2" OVERLAY (SEE NOTE 13) — 4 CD-2
- SLURRY SEAL & CRACK SEALING — 5 CD-2
- PROPERTY LINE / ROW
- (E) SSMH
- (E) SDMH
- (E) SDDI
- (E) WV
- (E) FH
- (E) WM
- (E) BFP
- (E) SSCO
- (E) PRIVATE UTIL
- (E) CITY MON
- 676 (E) ADDRESS NO.

CONSTRUCTION NOTES:

1. THIS PLAN IS ACCURATE FOR PAVEMENT REHABILITATION 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. CRACK SEAL PER CALTRANS STANDARDS PRIOR TO MICROSURFACING.
12. CRACK SEAL PER CALTRANS STANDARDS AFTER GRIND, BEFORE ASPHALT OVERLAY.
13. BASE REPAIR SHALL OCCUR AFTER GRIND, BEFORE ASPHALT OVERLAY.
14. CONTRACTOR SHALL REMOVE ALL PAVEMENT BUTTONS PRIOR TO PAVEMENT TREATMENT.
15. CONTRACTOR SHALL CONFIRM CURB RAMP LAYOUT AND FIT WITH ENGINEER.
16. CONTRACTOR SHALL LAYOUT BASE REPAIR PER PLAN AND NOTIFY THE ENGINEER OR PROPOSED CHANGES. THE ENGINEER SHALL REVIEW AND APPROVE FIELD MARKINGS.
17. FOR STRIPING AND PAVEMENT MARKING LIMITS, SEE STRIPING PLAN.
18. REMOVE TREE WELLS TO LIMITS SHOWN. FOR AREAS AROUND EXISTING TREES, REMOVE TREE WELL AND REPLACE WITH NATIVE MATERIAL, BACKFILLED TO BE LEVEL WITH ADJACENT CURB AND SIDEWALK. FOR EXPOSED AGGREGATE PAVING, REMOVE AND REPLACE WITH CITY STANDARD SIDEWALK.

GRAPHIC SCALE IN FEET
0 10 20 40

811 CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SCHRAMM — No. 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: 10/16/25
Checked By: JS Date: 10/16/25
Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — JANUARY 25, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

LAYOUT PLANS – SHEET 5 OF 17

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. L-05
SCALE: 1" = 20'
SHEET 11 OF 79

Juliana.Chen Oct 14, 2025 – 10:01am K:\SMT_RDWY\097384008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\L-04.dwg

LEGEND

- (1) PROTECT IN PLACE
- (C) CASE C CURB RAMP PER CALTRANS STD PLAN A88A
- (X) CUSTOM CURB RAMP
- (#) BASE REPAIR LOCATION
- (#) CONCRETE C&G REPAIR LOCATION
- (#) UTILITY STRUCTURE/BOX ADJUST TO GRADE LOCATION
- (#) MONUMENT PROTECT AND ADJUST COVER TO GRADE LOCATION
- (#) UTILITY COVER REPLACEMENT LOCATION
- 3" BASE REPAIR (SEE NOTE 4) — (2) CD-2
- 2.75" GRIND & 2.75" OVERLAY (SEE NOTE 13) — (2) CD-2
- 2" GRIND & 2" OVERLAY (SEE NOTE 13) — (4) CD-2
- SLURRY SEAL & CRACK SEALING — (5) CD-2
- PROPERTY LINE / ROW
- (E) SSMH
- (E) SDMH
- (E) SDDI
- (E) WV
- (E) FH
- (E) WM
- (E) BFP
- (E) SSCO
- (E) PRIVATE UTIL
- (E) CITY MON
- 676 (E) ADDRESS NO.

CONSTRUCTION NOTES:

1. THIS PLAN IS ACCURATE FOR PAVEMENT REHABILITATION 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. CRACK SEAL PER CALTRANS STANDARDS PRIOR TO MICROSURFACING.
12. CRACK SEAL PER CALTRANS STANDARDS AFTER GRIND, BEFORE ASPHALT OVERLAY.
13. BASE REPAIR SHALL OCCUR AFTER GRIND, BEFORE ASPHALT OVERLAY.
14. CONTRACTOR SHALL REMOVE ALL PAVEMENT BUTTONS PRIOR TO PAVEMENT TREATMENT.
15. CONTRACTOR SHALL CONFIRM CURB RAMP LAYOUT AND FIT WITH ENGINEER.
16. CONTRACTOR SHALL LAYOUT BASE REPAIR PER PLAN AND NOTIFY THE ENGINEER OR PROPOSED CHANGES. THE ENGINEER SHALL REVIEW AND APPROVE FIELD MARKINGS.
17. FOR STRIPING AND PAVEMENT MARKING LIMITS, SEE STRIPING PLAN.
18. REMOVE TREE WELLS TO LIMITS SHOWN. FOR AREAS AROUND EXISTING TREES, REMOVE TREE WELL AND REPLACE WITH NATIVE MATERIAL, BACKFILLED TO BE LEVEL WITH ADJACENT CURB AND SIDEWALK. FOR EXPOSED AGGREGATE PAVING, REMOVE AND REPLACE WITH CITY STANDARD SIDEWALK.

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG
811
SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SAHRAMI
No. 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: 10/16/25

Checked By: JS Date: 10/16/25

Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
CALIFORNIA
INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

LAYOUT PLANS – SHEET 6 OF 17

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO.
4283, 4300, 4304, 4305, 7118

Rec. Dwg No.
L-06

SCALE:
1" = 20'

SHEET 12 OF 79

Juliana.Chen Oct 14, 2025 – 10:03am K:\SMT_RDWY\097384008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\L-04.dwg

DEMPSEY BASE REPAIR			
LOCATION #	LENGTH (FT)	WIDTH (FT)	AREA (SF)
1	28	8	224
2	12	12	144
3	115	20	2300
4	20	10	200
5*	116	31	2048
6	18	18	324
7	60	10	600
8	40	12	480
9	15	6	90
10	350	10	3500
11	65	6	390
12	445	30	13350
13	6	10	60
14	70	10	700
15	70	12	840
16	35	10	350
17	30	12	360
18	115	24	2760
19	85	13	1105
20	6	6	36
21*	77	15	1155
TOTAL			31016
TOTAL WITH 10% CONTINGENCY			34118

*NOTE:

LOCATIONS 5 and 21 ARE A UNIQUE SHAPE, SEE PLANS FOR REFERENCE.
AREA CALCULATED IS BASED ON TRUE GEOMETRY.

DEMPSEY ROAD UTILITY STRUCTURE ADJUST TO GRADE	
LOCATION #	UTILITY TYPE
TOTALS	
SUBTOTALS	
WV	9
SSMH	16
SDMH	9
GV	2
TELE	1
TOTAL	
ALL	37

DEMPSEY ROAD MONUMENT PROTECT AND ADJUST TO GRADE	
TOTAL	4

DEMPSEY ROAD TREATMENT TOTAL	
2.75" GRIND AND OVERLAY	13091 SY
2" GRIND AND OVERLAY	9911 SY
SLURRY SEAL & CRACK SEALING	6154 SY

DEMPSEY ROAD UTILITY STRUCTURE ADJUST TO GRADE	
LOCATION #	UTILITY TYPE
1	WV
2	WV
3	WV
4	WV
5	SSMH
6	GV
7	SSMH
8	SDMH
9	SDMH
10	SSMH
11	SSMH
12	SDMH
13	SDMH
14	SSMH
15	TELE
16	SSMH
17	GV
18	SDMH
19	SSMH
20	SSMH
21	SDMH
22	SSMH
23	SSMH
24	SDMH
25	SSMH
27	SDMH
28	SSMH
29	SSMH
30	WV
31	SSMH
32	SSMH
33	WV
34	SSMH
35	SDMH
36	WV
37	WV
38	WV

*NOTE:

LOCATION #26 SKIPPED INTENTIONALLY.

Juliana.Chen — Oct 14, 2025 — 10:03am K:\SMT_RDWY\097384008 — Milpitas Dempsey Way — JS\08 CADD\PlanSheets\L-07.dwg

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SAHRAMM — No. 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: 10/16/25

Checked By: JS Date: 10/16/25

Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)

CIP NO. 4283, 4300, 4304, 4305, 7118

SUMMARY OF QUANTITIES – SHEET 1 OF 4

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025

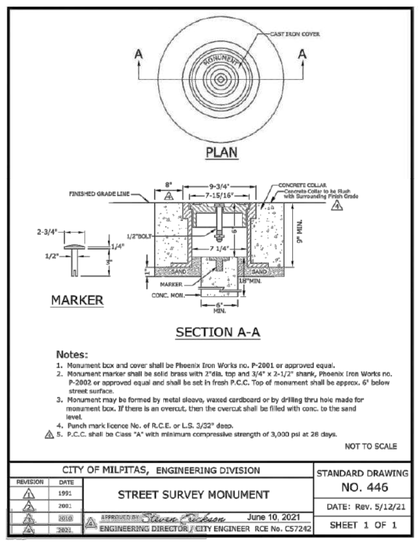
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

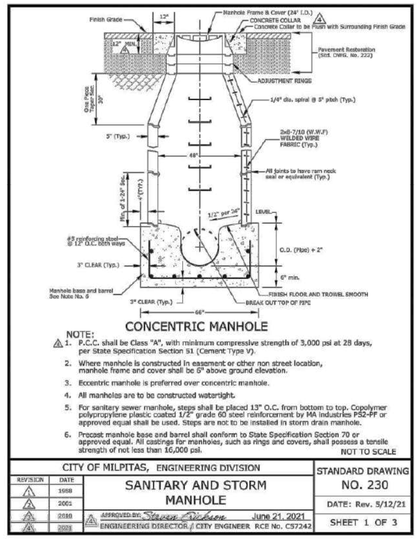
Rec. Dwg No. L-07

SCALE: NTS

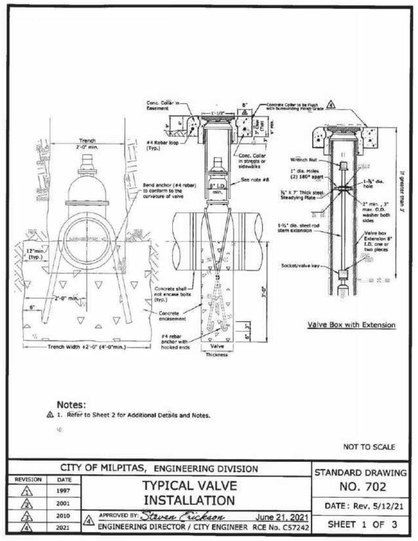
SHEET 13 OF 79



1 – SURVEY MONUMENT DETAILS
NTS



2 – MANHOLE DETAILS
NTS



3A – VALVE DETAILS - PAGE 1
NTS

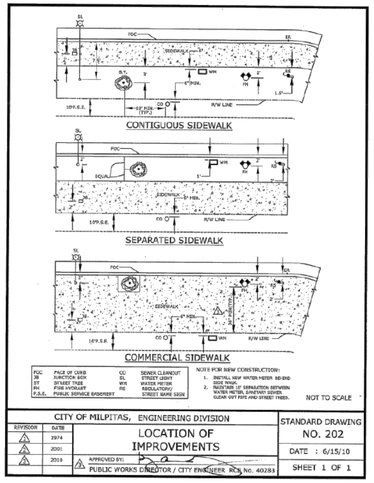
NOTES:
1. Valves, valve boxes and risers shall be set plumb.
2. Gate valve shall be Mueller A-2360-20 or A-2360-38 with non-rising stem and "O" ring seals or approved equal.
3. For gate valve installed at the end of a water line, anchor block requirements shall conform to City Standard Drawing No. 706. In restraint water pipe system with restraint joints, thrust block is not required. The Engineer of record must assess that there is sufficient pipe length.
4. Anchor block bearing area shall be measured against undisturbed ground.
5. All concrete shall be Class A, with minimum compressive strength of 3,000 PSI at 28 days.
6. For valve sizes greater than 12", special details shall be required and approved by the City Engineer.
7. Valve box shall be Christy, with the following model & size or approved equal. The word "WATER" imprinted on top of the lid.

Valve Size	Christy Box	Water Source
Blue - 6" circular	G3	SCVWD
Black - 9" circular	G5	SFPUC
12" circular	G12	Isolation

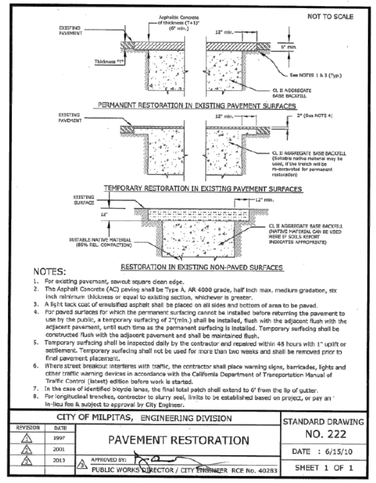
8. Use bell type pipe for extensions.
9. All exposed steel shall be covered by two coats of mastic 15 mil poly wrap.
10. Trace wire is required on all metallic water lines including Fire Hydrant lines.
11. Trace wires shall be inter-connected at pipe tees and crosses and valves.
12. All flanges, bolts and nuts shall be kept clear of concrete.
13. Install marker post, Standard Drawing No. 204 in non-paved surface.
14. In unpaved areas, concrete collar to be installed flush with valve box lid. The surface of the concrete collar shall slope away from the valve box lid with 2% slope on finished concrete surface. Grade of valve box lid to be determined by City.

CITY OF MILPITAS, ENGINEERING DIVISION
TYPICAL VALVE INSTALLATION
APPROVED BY: Steven Erickson June 21, 2021
ENGINEERING DIRECTOR / CITY ENGINEER RCE No. C57242
STANDARD DRAWING NO. 702
DATE: Rev. 5/12/21
SHEET 2 OF 3

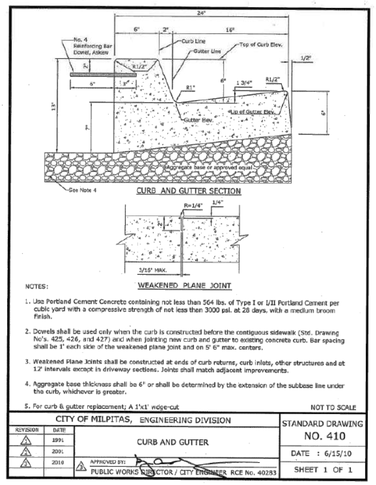
3B – VALVE DETAILS - PAGE 2
NTS



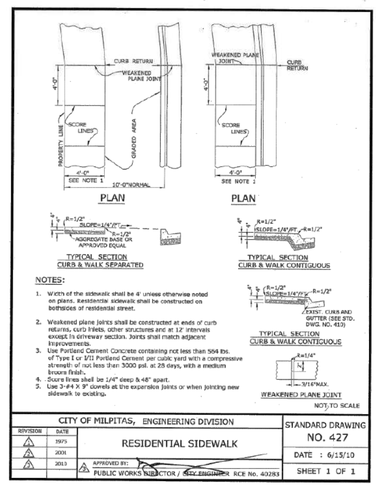
4 – LOCATION OF IMPROVEMENTS
NTS



5 – PAVEMENT RESTORATION
NTS



6 – CURB AND GUTTER
NTS



7 – RESIDENTIAL SIDEWALK
NTS

CONTACT 811 BEFORE YOU DIG
811
SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SCHRAMM
No. 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: 10/16/25
Checked By: JS Date: 10/16/25
Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
CALIFORNIA
JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

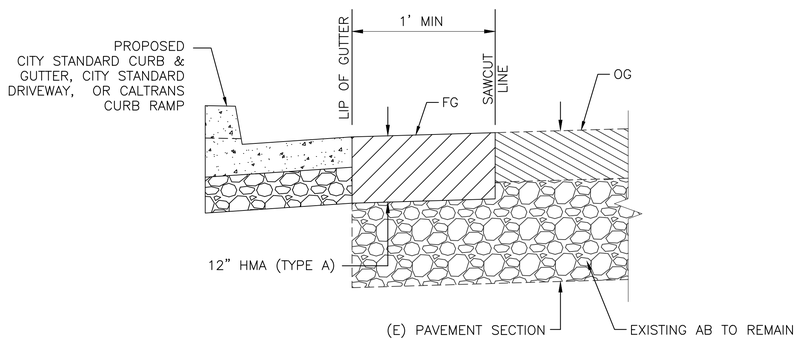
STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

CONSTRUCTION DETAIL SHEETS – SHEET 1 OF 11

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

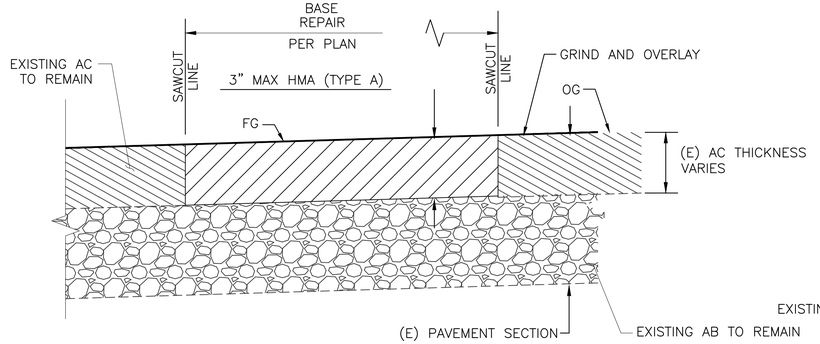
PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. CD-01
SCALE: NTS
SHEET 14 OF 79

Juliana.Chen Oct 14, 2025 – 10:03am K:\SMT_RDWY\0973884008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\CD-01.dwg



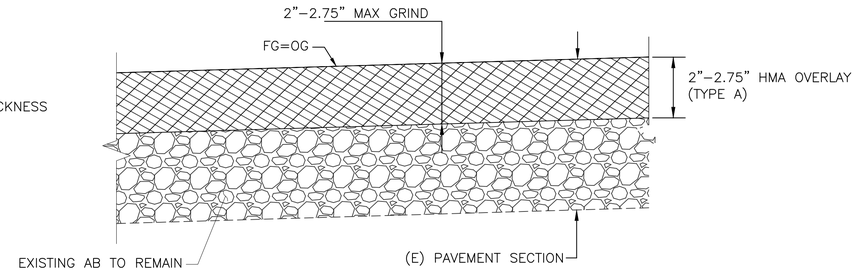
1 – CURB & GUTTER REPLACEMENT DETAIL

NTS



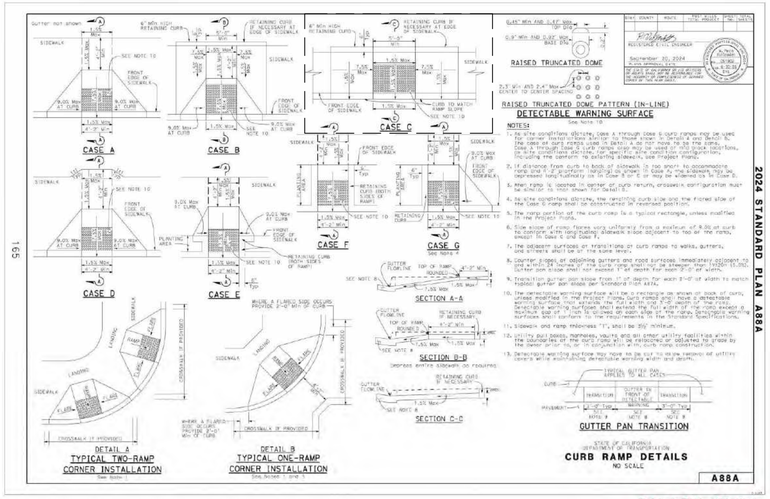
2 – GRIND AND OVERLAY WITH BASE REPAIR

NTS



3 – GRIND AND HMA OVERLAY

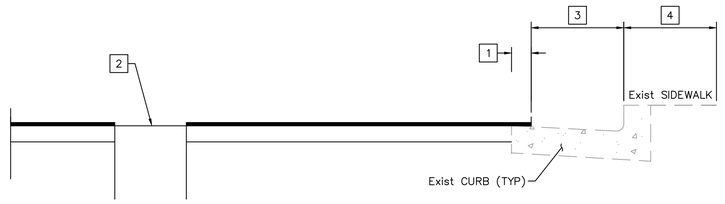
NTS



Return to Table of Contents

4 – CALTRANS STANDARD DETAIL A88A

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.

5 – CRACK AND SLURRY SEAL

NTS

CONTACT 811 BEFORE YOU DIG – SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER – JACOB REDDING SCHRAMM – No. 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: 10/16/25

Checked By: JS Date: 10/16/25

Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)

CIP NO. 4283, 4300, 4304, 4305, 7118

CONSTRUCTION DETAIL SHEETS – SHEET 2 OF 11

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025

LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. CD-02

SCALE: NTS

SHEET 15 OF 79

Juliana.Chen Oct 14, 2025 – 10:04am K:\SMT_RDWY\097384008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\CD-01.dwg

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

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 cloths 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 filth 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 Manual 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 pondedgroundwater 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 from 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 pavement, 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 harmful 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.

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 from 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 trash.
- ☐ 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

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SCHRAMM
No. 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: 10/16/25

Checked By: JS Date: 10/16/25

Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
△			

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

CONSTRUCTION DETAIL SHEETS – SHEET 3 OF 11

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

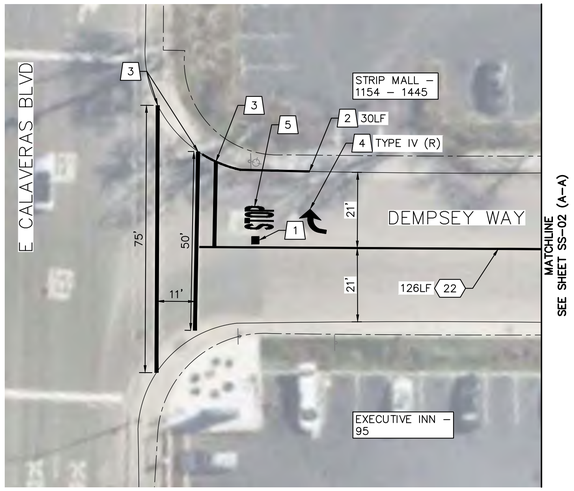
PROJECT NO. 4283, 4300, 4304, 4305, 7118

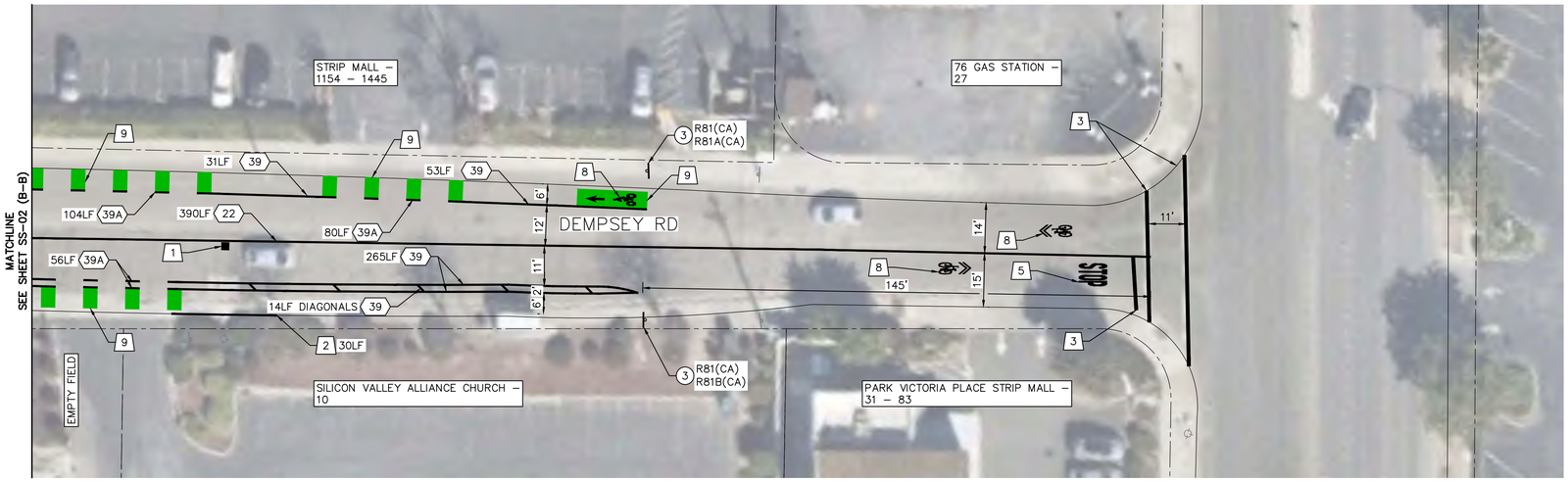
Rec. Dwg No. CD-03

SCALE: NTS

SHEET 16 OF 79

Juliana.Chen Oct 14, 2025 – 10:04am K:\SMT_RDWY\097384008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\CD-05.dwg





LEGEND

- CHANGE IN PAVEMENT DELINEATION DETAIL
- BIKE LANE SYMBOL
- SHARED LANE PAVEMENT MARKING PER CALTRANS STANDARD PLANS
- YIELD TRIANGLES PER CALTRANS STANDARD PLANS
- BLUE PAVEMENT MARKER
- PROPERTY LINE / ROW
- (XX) PAVEMENT DELINEATION DETAIL PER CALTRANS STANDARD PLANS
- (1) PROTECT IN PLACE
- (2) INSTALL NEW SIGN ON EXIST POST
- (3) INSTALL NEW SIGN AND POST
- (4) REMOVE SIGN
- (5) REMOVE SIGN AND POST
- [1] BLUE PAVEMENT MARKER
- [2] RED CURB
- [3] 12" WHITE STRIPE (SEE DETAIL 14 FOR DIMENSIONS)
- [4] CALTRANS ARROW
- [5] STOP MARKING (SEE DETAIL 14 FOR DIMENSIONS)
- [6] HI-VIS YELLOW LADDER CROSSWALK
- [7] YELLOW PAVEMENT MARKING
- [8] WHITE PAVEMENT MARKING
- [9] GREEN PAVEMENT MARKING

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. LIMIT LINE TO BE 5' FROM CROSSWALK STRIPING, UNLESS OTHERWISE DIMENSIONED.
7. STOP PAVEMENT MARKING TO BE 8' FROM LIMIT LINE, UNLESS OTHERWISE DIMENSIONED.
8. YIELD LINES TO BE 30' FROM CROSSWALK STRIPE UNLESS OTHERWISE DIMENSIONED.
9. CONTRACTOR IS RESPONSIBLE FOR ENSURING SIGN FOUNDATIONS DO NOT CONFLICT WITH EXISTING UNDERGROUND UTILITY STRUCTURES.
10. LOCATIONS FOR RRFB TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG – SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER – JACOB REDDING SCHRAMM – No. 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: 10/16/25

Checked By: JS Date: 10/16/25

Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS – CALIFORNIA – INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING PLANS – SHEET 1 OF 17

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. SS-01

SCALE: 1" = 20'

SHEET 17 OF 79

Juliana.Chen Oct 14, 2025 – 10:05am K:\SMT_RDWY\097384008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\SS-01.dwg

LEGEND

- CHANGE IN PAVEMENT DELINEATION DETAIL
- BIKE LANE SYMBOL
- SHARED LANE PAVEMENT MARKING PER CALTRANS STANDARD PLANS
- YIELD TRIANGLES PER CALTRANS STANDARD PLANS
- BLUE PAVEMENT MARKER
- PROPERTY LINE / ROW
- (XX) PAVEMENT DELINEATION DETAIL PER CALTRANS STANDARD PLANS
- (1) PROTECT IN PLACE
- (2) INSTALL NEW SIGN ON EXIST POST
- (3) INSTALL NEW SIGN AND POST
- (4) REMOVE SIGN
- (5) REMOVE SIGN AND POST
- [1] BLUE PAVEMENT MARKER
- [2] RED CURB
- [3] 12" WHITE STRIPE (SEE DETAIL 14 FOR DIMENSIONS)
- [4] CALTRANS ARROW
- [5] STOP MARKING (SEE DETAIL 14 FOR DIMENSIONS)
- [6] HI-VIS YELLOW LADDER CROSSWALK
- [7] YELLOW PAVEMENT MARKING
- [8] WHITE PAVEMENT MARKING
- [9] GREEN PAVEMENT MARKING

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. LIMIT LINE TO BE 5' FROM CROSSWALK STRIPING, UNLESS OTHERWISE DIMENSIONED.
7. STOP PAVEMENT MARKING TO BE 8' FROM LIMIT LINE, UNLESS OTHERWISE DIMENSIONED.
8. YIELD LINES TO BE 30' FROM CROSSWALK STRIPE UNLESS OTHERWISE DIMENSIONED.
9. CONTRACTOR IS RESPONSIBLE FOR ENSURING SIGN FOUNDATIONS DO NOT CONFLICT WITH EXISTING UNDERGROUND UTILITY STRUCTURES.
10. LOCATIONS FOR RRFB TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG – SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER – JACOB REDDING SCHRAMM – No. 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: 10/16/25

Checked By: JS Date: 10/16/25

Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)

CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING PLANS – SHEET 2 OF 17

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025

LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

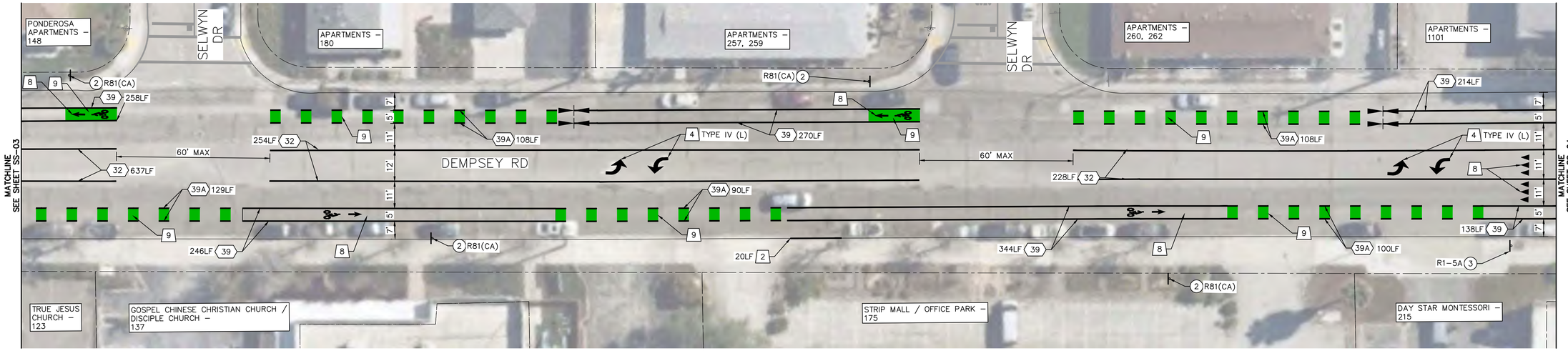
PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. SS-02

SCALE: 1" = 20'

SHEET 18 OF 79

Juliana.Chen Oct 14, 2025 – 10:05am K:\SMT_RDWY\097384008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\SS-01.dwg



LEGEND

- CHANGE IN PAVEMENT DELINEATION DETAIL
- BIKE LANE SYMBOL
- SHARED LANE PAVEMENT MARKING PER CALTRANS STANDARD PLANS
- YIELD TRIANGLES PER CALTRANS STANDARD PLANS
- BLUE PAVEMENT MARKER
- PROPERTY LINE / ROW

- (XX) PAVEMENT DELINEATION DETAIL PER CALTRANS STANDARD PLANS
- (1) PROTECT IN PLACE
- (2) INSTALL NEW SIGN ON EXIST POST
- (3) INSTALL NEW SIGN AND POST
- (4) REMOVE SIGN
- (5) REMOVE SIGN AND POST

- [1] BLUE PAVEMENT MARKER
- [2] RED CURB
- [3] 12" WHITE STRIPE (SEE DETAIL 14 FOR DIMENSIONS)
- [4] CALTRANS ARROW
- [5] STOP MARKING (SEE DETAIL 14 FOR DIMENSIONS)
- [6] HI-VIS YELLOW LADDER CROSSWALK
- [7] YELLOW PAVEMENT MARKING
- [8] WHITE PAVEMENT MARKING
- [9] GREEN PAVEMENT MARKING

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. LIMIT LINE TO BE 5' FROM CROSSWALK STRIPING, UNLESS OTHERWISE DIMENSIONED.
7. STOP PAVEMENT MARKING TO BE 8' FROM LIMIT LINE, UNLESS OTHERWISE DIMENSIONED.
8. YIELD LINES TO BE 30' FROM CROSSWALK STRIPE UNLESS OTHERWISE DIMENSIONED.
9. CONTRACTOR IS RESPONSIBLE FOR ENSURING SIGN FOUNDATIONS DO NOT CONFLICT WITH EXISTING UNDERGROUND UTILITY STRUCTURES.
10. LOCATIONS FOR RRFB TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

GRAPHIC SCALE IN FEET
0 10 20 40

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SORAM
No. 95908
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: 10/16/25

Checked By: JS Date: 10/16/25

Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)

CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING PLANS – SHEET 3 OF 17

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025

LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

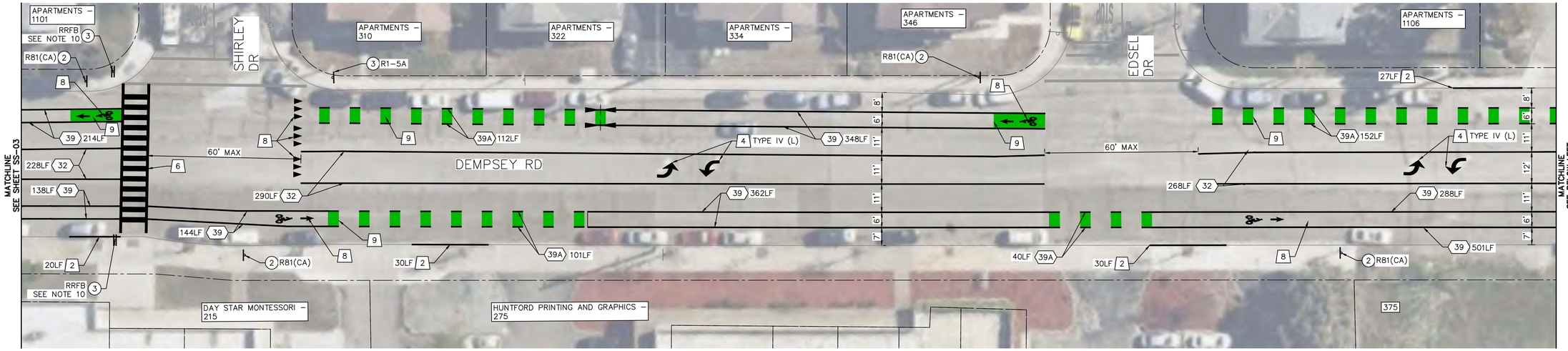
PROJECT NO. 4283, 4300, 4304, 4305, 7118

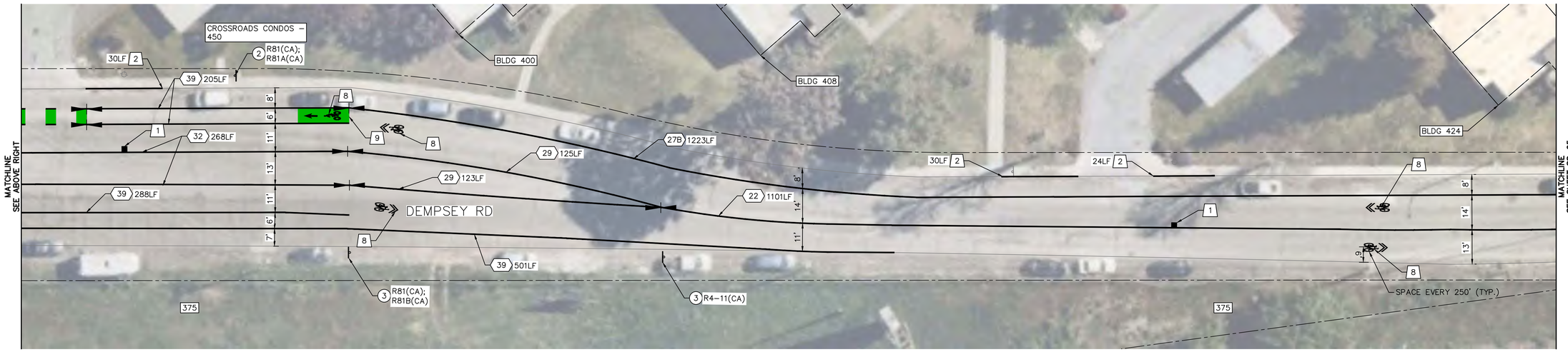
Rec. Dwg No. SS-03

SCALE: 1" = 20'

SHEET 19 OF 79

Juliana.Chen Oct 14, 2025 – 10:05am K:\SMT_RDWY\097384008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\SS-01.dwg





LEGEND

- CHANGE IN PAVEMENT DELINEATION DETAIL
- BIKE LANE SYMBOL
- SHARED LANE PAVEMENT MARKING PER CALTRANS STANDARD PLANS
- YIELD TRIANGLES PER CALTRANS STANDARD PLANS
- BLUE PAVEMENT MARKER
- PROPERTY LINE / ROW
- XX PAVEMENT DELINEATION DETAIL PER CALTRANS STANDARD PLANS
- (1) PROTECT IN PLACE
- (2) INSTALL NEW SIGN ON EXIST POST
- (3) INSTALL NEW SIGN AND POST
- (4) REMOVE SIGN
- (5) REMOVE SIGN AND POST
- [1] BLUE PAVEMENT MARKER
- [2] RED CURB
- [3] 12" WHITE STRIPE (SEE DETAIL 14 FOR DIMENSIONS)
- [4] CALTRANS ARROW
- [5] STOP MARKING (SEE DETAIL 14 FOR DIMENSIONS)
- [6] HI–VIS YELLOW LADDER CROSSWALK
- [7] YELLOW PAVEMENT MARKING
- [8] WHITE PAVEMENT MARKING
- [9] GREEN PAVEMENT MARKING

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. LIMIT LINE TO BE 5' FROM CROSSWALK STRIPING, UNLESS OTHERWISE DIMENSIONED.
7. STOP PAVEMENT MARKING TO BE 8' FROM LIMIT LINE, UNLESS OTHERWISE DIMENSIONED.
8. YIELD LINES TO BE 30' FROM CROSSWALK STRIPE UNLESS OTHERWISE DIMENSIONED.
9. CONTRACTOR IS RESPONSIBLE FOR ENSURING SIGN FOUNDATIONS DO NOT CONFLICT WITH EXISTING UNDERGROUND UTILITY STRUCTURES.
10. LOCATIONS FOR RRFB TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

GRAPHIC SCALE IN FEET
0 10 20 40

811 CONTACT CITY BEFORE YOU DIG SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SOMRANN
No. 95908
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: 10/16/25

Checked By: JS Date: 10/16/25

Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING PLANS – SHEET 4 OF 17

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

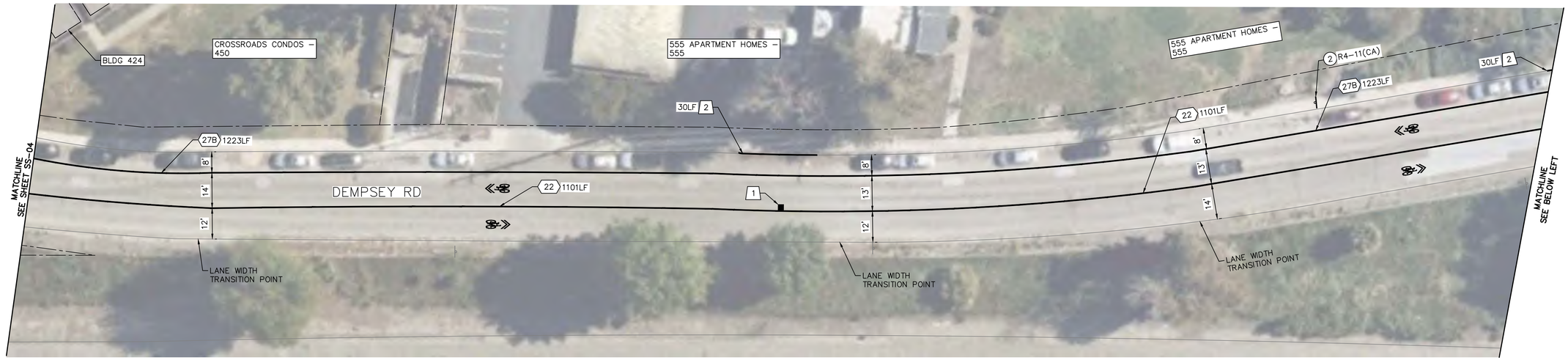
PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. SS–04

SCALE: 1" = 20'

SHEET 20 OF 79

Juliana.Chen Oct 14, 2025 – 10:06am K:\SMT_RDWY\097384008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\SS–04.dwg



LEGEND

- CHANGE IN PAVEMENT DELINEATION DETAIL
- BIKE LANE SYMBOL
- SHARED LANE PAVEMENT MARKING PER CALTRANS STANDARD PLANS
- YIELD TRIANGLES PER CALTRANS STANDARD PLANS
- BLUE PAVEMENT MARKER
- PROPERTY LINE / ROW
- XX PAVEMENT DELINEATION DETAIL PER CALTRANS STANDARD PLANS
- (1) PROTECT IN PLACE
- (2) INSTALL NEW SIGN ON EXIST POST
- (3) INSTALL NEW SIGN AND POST
- (4) REMOVE SIGN
- (5) REMOVE SIGN AND POST
- [1] BLUE PAVEMENT MARKER
- [2] RED CURB
- [3] 12" WHITE STRIPE (SEE DETAIL 14 FOR DIMENSIONS)
- [4] CALTRANS ARROW
- [5] STOP MARKING (SEE DETAIL 14 FOR DIMENSIONS)
- [6] HI-VIS YELLOW LADDER CROSSWALK
- [7] YELLOW PAVEMENT MARKING
- [8] WHITE PAVEMENT MARKING
- [9] GREEN PAVEMENT MARKING

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. LIMIT LINE TO BE 5' FROM CROSSWALK STRIPING, UNLESS OTHERWISE DIMENSIONED.
7. STOP PAVEMENT MARKING TO BE 8' FROM LIMIT LINE, UNLESS OTHERWISE DIMENSIONED.
8. YIELD LINES TO BE 30' FROM CROSSWALK STRIPE UNLESS OTHERWISE DIMENSIONED.
9. CONTRACTOR IS RESPONSIBLE FOR ENSURING SIGN FOUNDATIONS DO NOT CONFLICT WITH EXISTING UNDERGROUND UTILITY STRUCTURES.
10. LOCATIONS FOR RRFB TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

GRAPHIC SCALE IN FEET
0 10 20 40

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SOURANY
No. 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: 10/16/25
Checked By: JS Date: 10/16/25
Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
ENGINEERING DIVISION

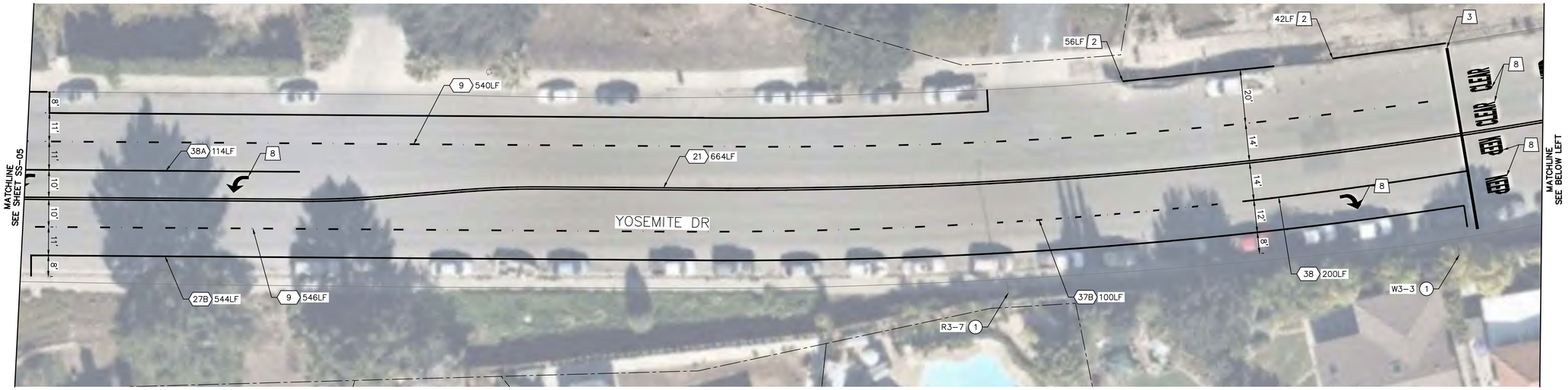
STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

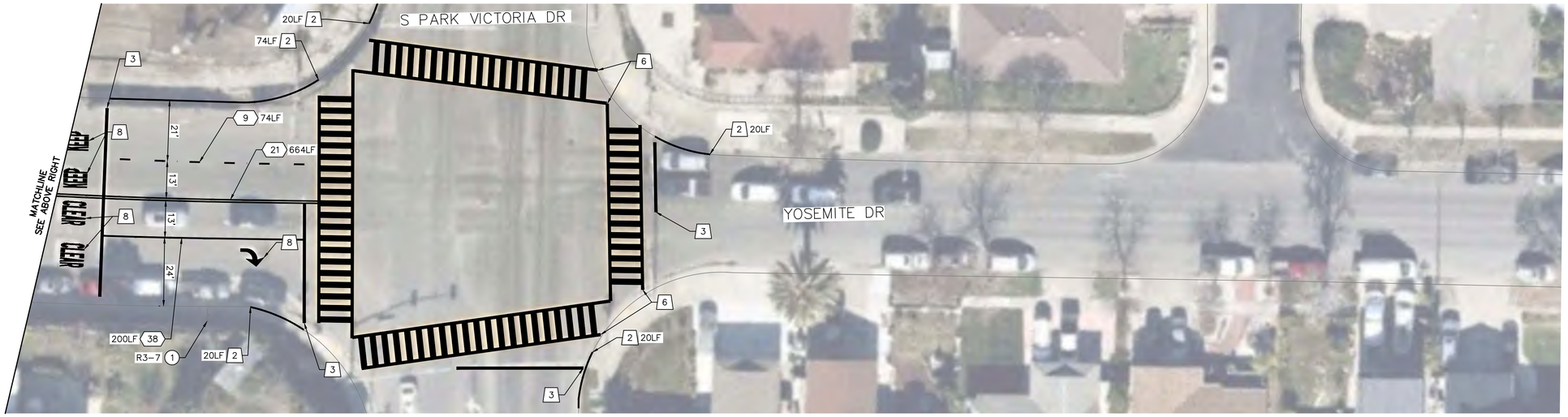
STRIPING PLANS – SHEET 5 OF 17

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. SS-05
SCALE: 1" = 20'
SHEET 21 OF 79

Juliana.Chen Oct 14, 2025 – 10:07am K:\SMT_RDWY\097384008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\SS-04.dwg





LEGEND

- CHANGE IN PAVEMENT DELINEATION DETAIL
- BIKE LANE SYMBOL
- SHARED LANE PAVEMENT MARKING PER CALTRANS STANDARD PLANS
- YIELD TRIANGLES PER CALTRANS STANDARD PLANS
- BLUE PAVEMENT MARKER
- PROPERTY LINE / ROW
- XX PAVEMENT DELINEATION DETAIL PER CALTRANS STANDARD PLANS
- (1) PROTECT IN PLACE
- (2) INSTALL NEW SIGN ON EXIST POST
- (3) INSTALL NEW SIGN AND POST
- (4) REMOVE SIGN
- (5) REMOVE SIGN AND POST
- [1] BLUE PAVEMENT MARKER
- [2] RED CURB
- [3] 12" WHITE STRIPE (SEE DETAIL 14 FOR DIMENSIONS)
- [4] CALTRANS ARROW
- [5] STOP MARKING (SEE DETAIL 14 FOR DIMENSIONS)
- [6] HI-VIS YELLOW LADDER CROSSWALK
- [7] YELLOW PAVEMENT MARKING
- [8] WHITE PAVEMENT MARKING
- [9] GREEN PAVEMENT MARKING

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. LIMIT LINE TO BE 5' FROM CROSSWALK STRIPING, UNLESS OTHERWISE DIMENSIONED.
7. STOP PAVEMENT MARKING TO BE 8' FROM LIMIT LINE, UNLESS OTHERWISE DIMENSIONED.
8. YIELD LINES TO BE 30' FROM CROSSWALK STRIPE UNLESS OTHERWISE DIMENSIONED.
9. CONTRACTOR IS RESPONSIBLE FOR ENSURING SIGN FOUNDATIONS DO NOT CONFLICT WITH EXISTING UNDERGROUND UTILITY STRUCTURES.
10. LOCATIONS FOR RRFB TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

GRAPHIC SCALE IN FEET
0 ## ## ##

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:
REGISTERED PROFESSIONAL ENGINEER — JACOB REDDING SOARAMM — No. 95908 — 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: 10/16/25
Checked By: JS Date: 10/16/25
Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 25, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING PLANS – SHEET 6 OF 17

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. SS-06
SCALE: 1" = 20'
SHEET 22 OF 79

Juliana.Chen Oct 14, 2025 — 10:07am K:\SWT_RDWY\097384008 — Milpitas Dempsey Way — JS\08 CADD\PlanSheets\SS-04.dwg

DEMPSEY ROAD – PAVEMENT MARKING TABLE		
OBJECT	QUANTITY	UNIT
STOP MARKING	3	EA
TYPE IV ARROW	18	EA
12" WHITE STRIPE	881	LF
STOP BAR	169	LF
HI–VIS CROSSWALK	1709	LF
BIKE LANE PAVEMENT MARKING	18	EA
SHARED LANE MARKING	10	EA
YIELD TRIANGLES	45	SF
GREEN PAVEMENT MARKING	3941	SF
35	1	EA

DEMPSEY ROAD – ROADWAY STRIPING TABLE		
CALTRANS DETAIL	QUANTITY	UNIT
1	214	LF
9	1484	LF
21	769	LF
22	1930	LF
27B	2353	LF
29	248	LF
32	1676	LF
37B	100	LF
38	200	LF
38A	170	LF
39	6343	LF
39A	1458	LF

DEMPSEY ROAD – FIRE HYDRANT MARKING TABLE		
ENTITY	QUANTITY	UNIT
FIRE HYDRANT MARKER	9	EA
RED CURB	767	LF

DEMPSEY ROAD – SIGN TABLE		
ENTITY	QUANTITY	UNIT
SIGN FACE	12	EA
SIGN FACE AND POST	7	EA
RRFB	1	SYSTEM

CONTACT 811 BEFORE YOU DIG – SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER – JACOB REDDING SOLARANA – No. 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: 10/16/25

Checked By: JS Date: 10/16/25

Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS – CALIFORNIA – INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

SUMMARY OF STRIPING QUANTITIES – SHEET 1 OF 4

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

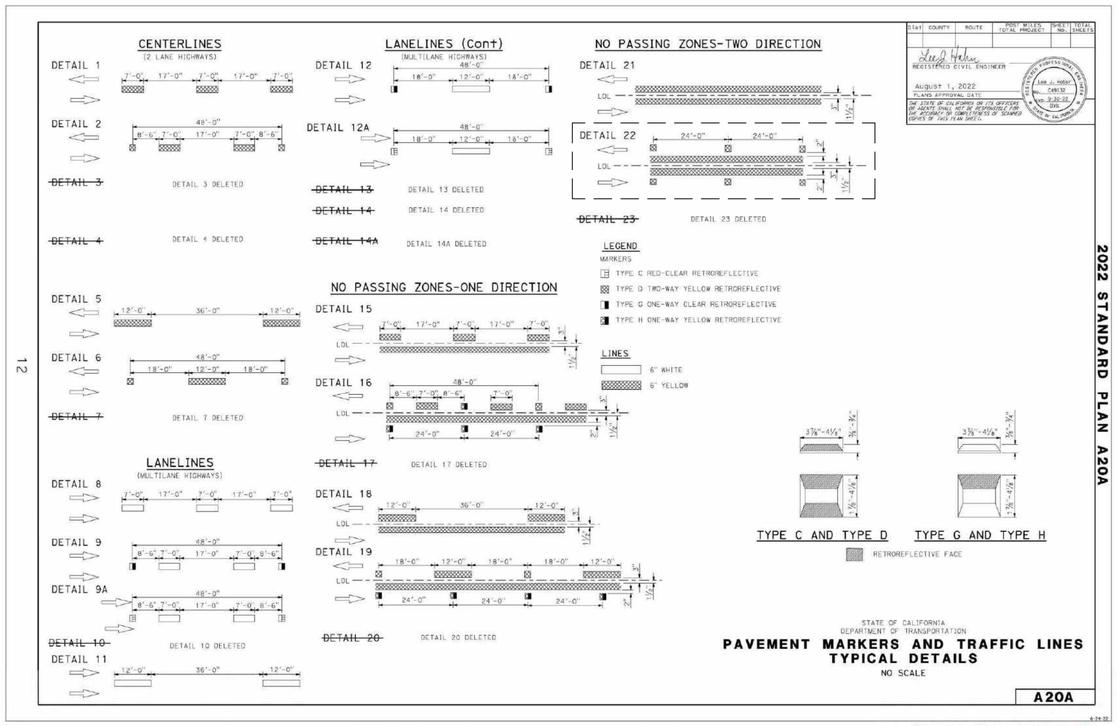
PROJECT NO. 4283, 4300, 4304, 4305, 7118

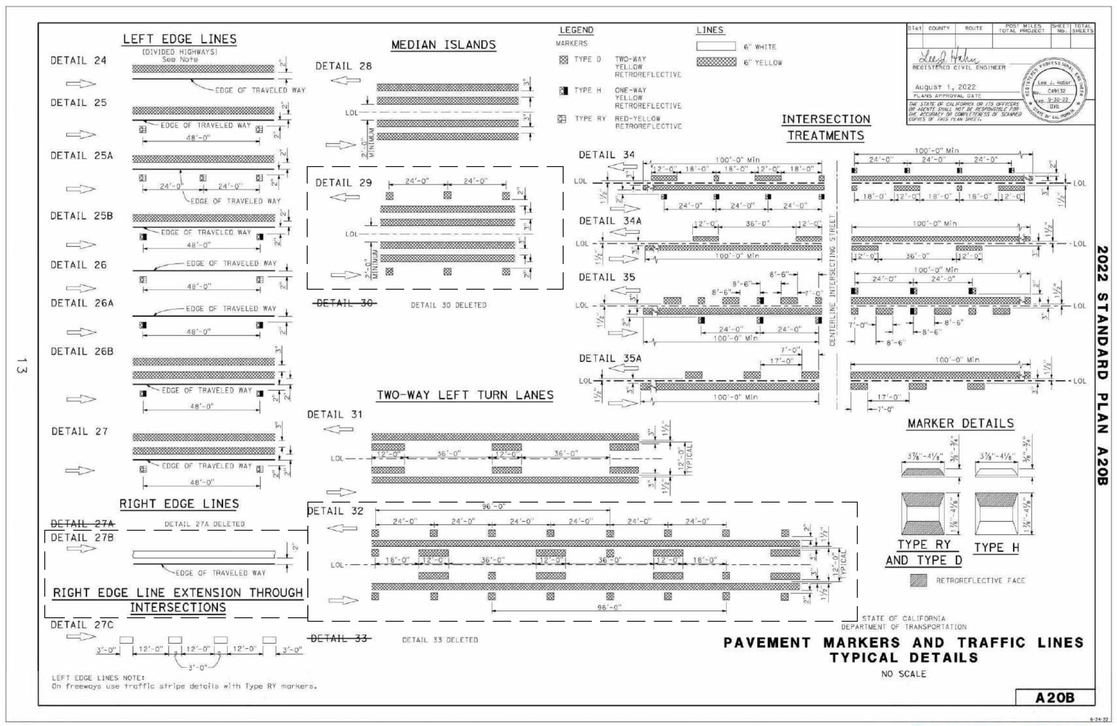
Rec. Dwg No. SS-07

SCALE: NTS

SHEET 23 OF 79

Juliana.Chen — Oct 14, 2025 — 10:07am K:\SMT_RDWY\0973840008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\SS-07.dwg





Return to Table of Contents

Return to Table of Contents

1 NTS CALTRANS STANDARD PLAN A20A

2 NTS CALTRANS STANDARD PLAN A20B

CONTACT 811 BEFORE YOU DIG
SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SORAHAM
No. 95908
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: 10/16/25

Checked By: JS Date: 10/16/25

Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING DETAIL SHEETS – SHEET 1 OF 10

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

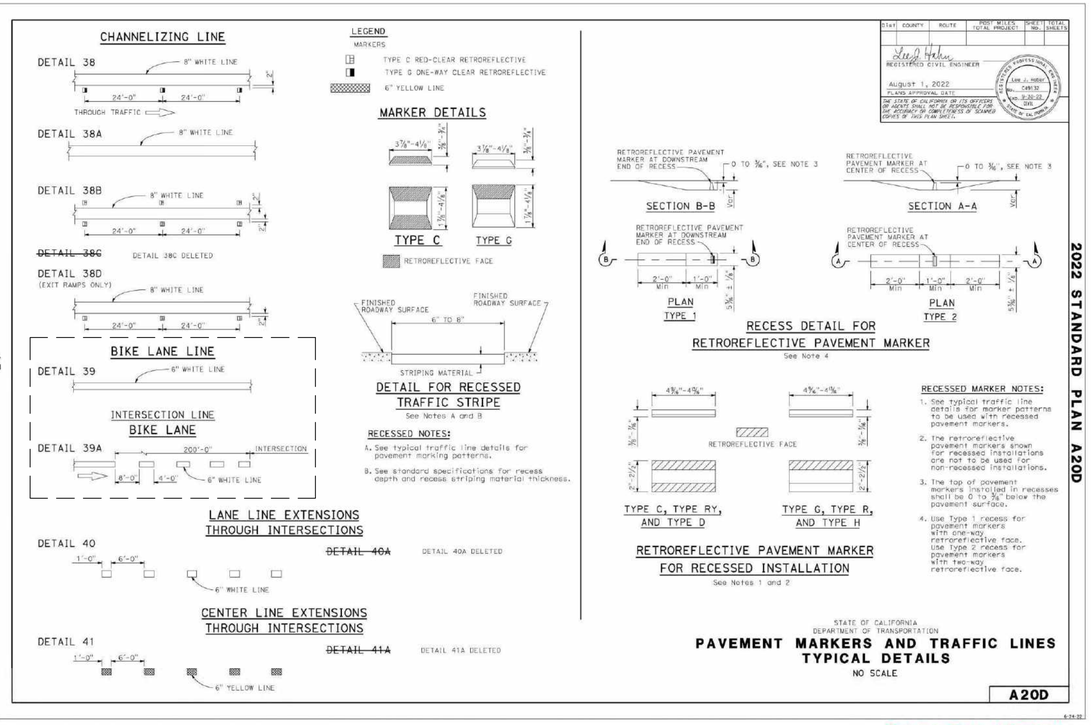
PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. SD-01

SCALE: NTS

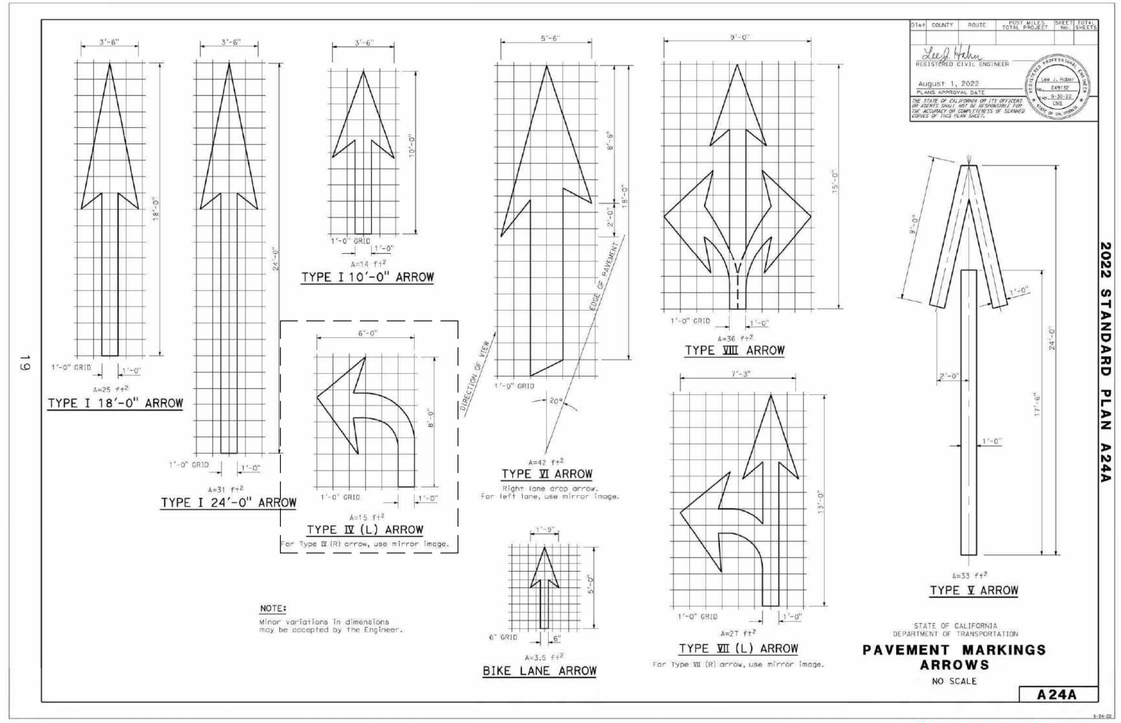
SHEET 24 OF 79

Juliana.Chen Oct 14, 2025 – 10:07am K:\SMT_RDWY\097384008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\SD-01.dwg



Return to Table of Contents

3 NTS CALTRANS STANDARD PLAN A20D



Return to Table of Contents

4 NTS CALTRANS STANDARD PLAN A24A

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SORAHAN
No. 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: 10/16/25

Checked By: JS Date: 10/16/25

Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING DETAIL SHEETS – SHEET 2 OF 10

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

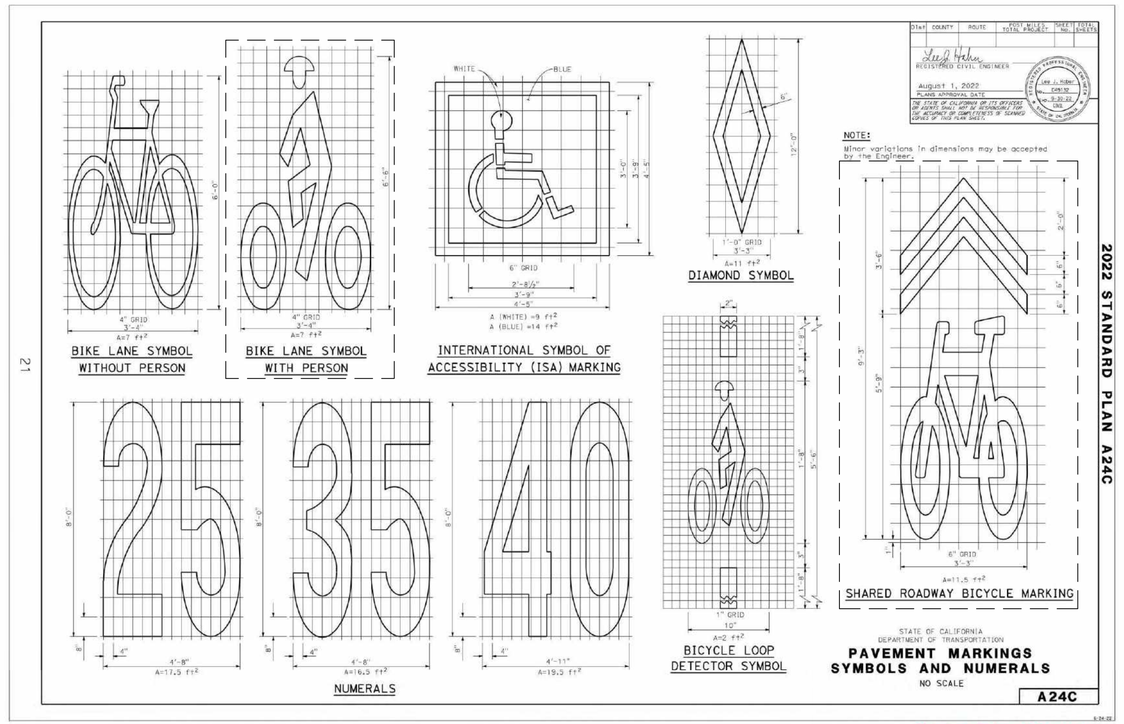
PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. SD-02

SCALE: NTS

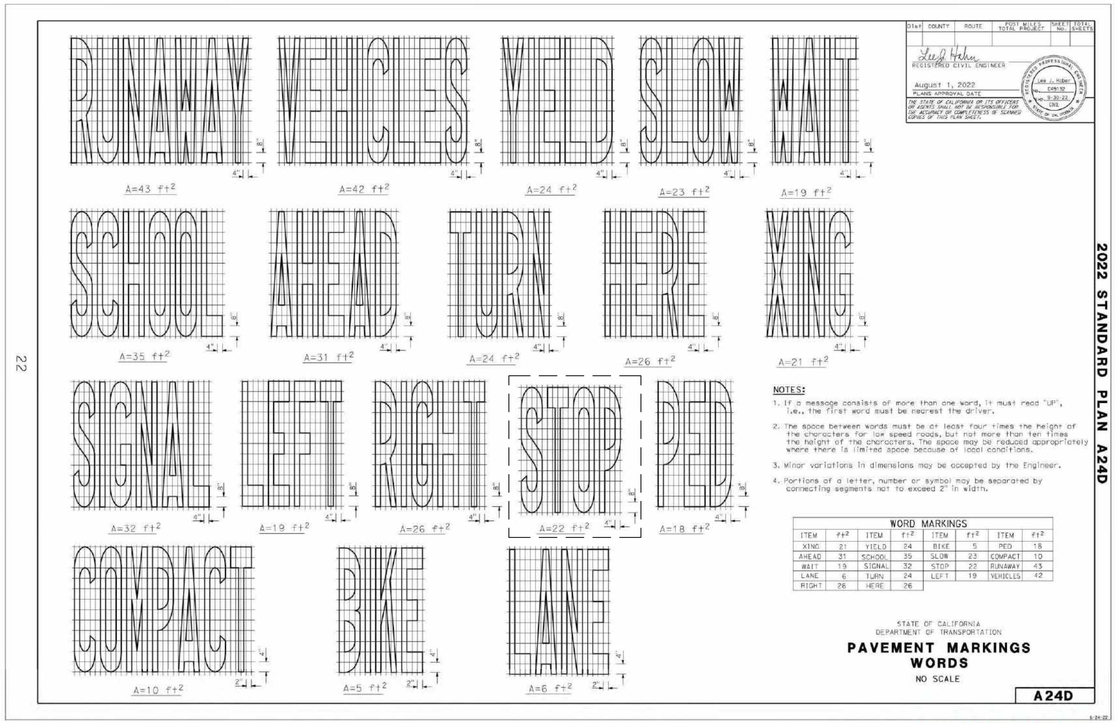
SHEET 25 OF 79

Juliana.Chen Oct 14, 2025 – 10:07am K:\SMT_RDWY\097384008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\SD-01.dwg



Return to Table of Contents

5 NTS CALTRANS STANDARD PLAN A24C



Return to Table of Contents

6 NTS CALTRANS STANDARD PLAN A24D

Designer Stamp:	Record Drawings		Revisions			
REGISTERED PROFESSIONAL ENGINEER JACOB REDDING SCHRAMM No. 95909 Exp. 6-30-26 CIVIL STATE OF CALIFORNIA	Designer: _____ Date: _____	Drawn By: AB/ZC Date: 10/16/25	Num.	Description	Engr. Aprv.	Date
	Public Works Inspector: _____ Date: _____	Checked By: JS Date: 10/16/25	△			
	Utility/Facility Dept. Head: _____ Date: _____	Designed By: AB/ZC Date: 10/16/25				
	Project Engineer: _____ Date: _____					
	Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____					

CITY OF MILPITAS
ENGINEERING DIVISION

PROJECT NO. 4283, 4300, 4304, 4305, 7118

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING DETAIL SHEETS – SHEET 3 OF 10

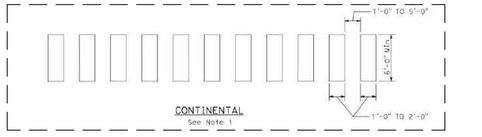
Rec. Dwg No. SD-03

SCALE: NTS

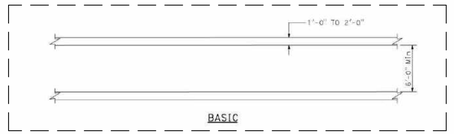
RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

SHEET 26 OF 79

Juliana.Chen Oct 14, 2025 – 10:08am K:\SMT_RDWY\097384008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\SD-01.dwg



HIGHER VISIBILITY CROSSWALKS



NOTES:

1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 x width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

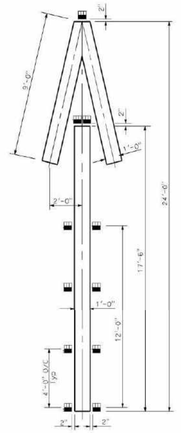
PAVEMENT MARKINGS
CROSSWALKS

NO SCALE

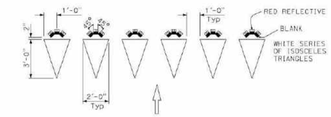
2022 STANDARD PLAN A24F

A24F

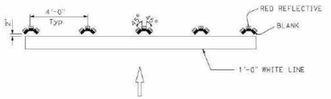
7 NTS CALTRANS STANDARD PLAN A24F



TYPE V ARROW AT EXIT RAMP



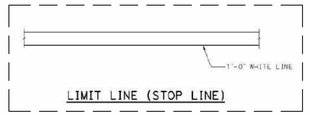
YIELD LINE AT EXIT RAMP



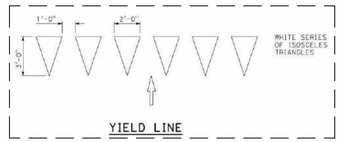
LIMIT LINE (STOP LINE) AT EXIT RAMP

NOTE:

1. If there is crosswalk at the end of the exit ramp, place Type R markers in front of the first line for wrong way vehicle that travels up the ramp with the red reflective side facing the intersection.



LIMIT LINE (STOP LINE)



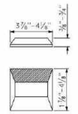
YIELD LINE

LEGEND:

MARKERS

TYPE R ONE-WAY RED RETROREFLECTIVE

MARKER DETAILS



TYPE R

RETROREFLECTIVE FACE ON BACKSIDE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS
YIELD LINES, LIMIT LINES,
AND WRONG WAY DETAILS

NO SCALE

2022 STANDARD PLAN A24G

A24G

8 NTS CALTRANS STANDARD PLAN A24G

Juliana.Chen Oct 14, 2025 — 10:08am K:\SMT_RDWY\097384008 — Milpitas Dempsey Way — JS\08 CADD\PlanSheets\SD-01.dwg

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
JACOB REDDING SORAMY
No. 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: 10/16/25

Checked By: JS Date: 10/16/25

Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
CALIFORNIA
JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)

CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING DETAIL SHEETS – SHEET 4 OF 10

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025

LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

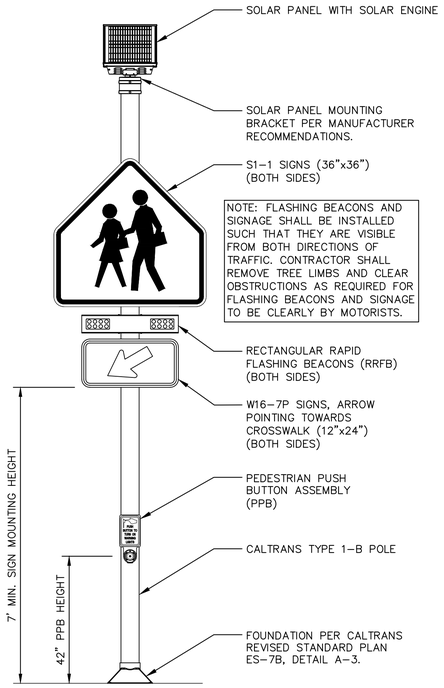
PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. SD-04

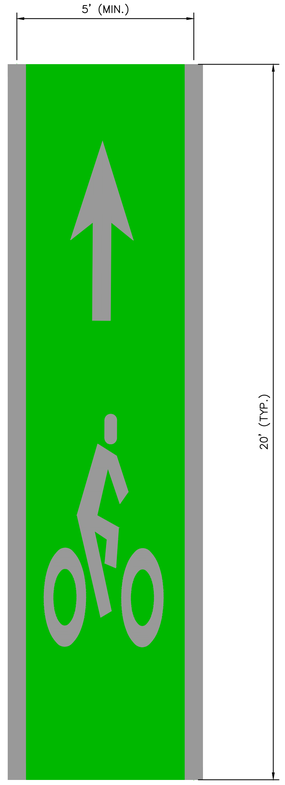
SCALE: NTS

SHEET 27 OF 79

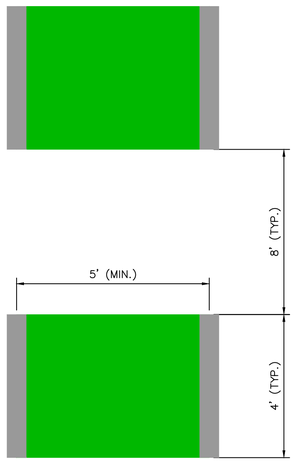
Return to Table of Contents



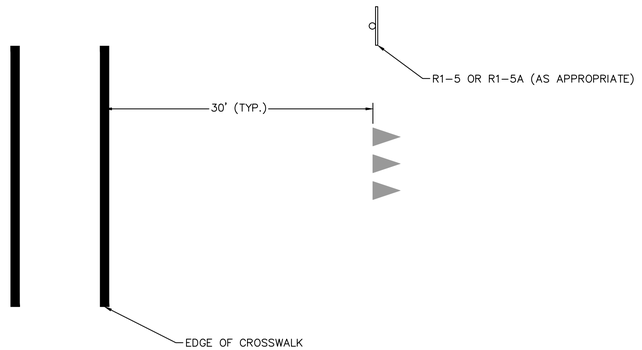
9 NTS RRFB ASSEMBLY ON NEW POLE (WITH PPB)



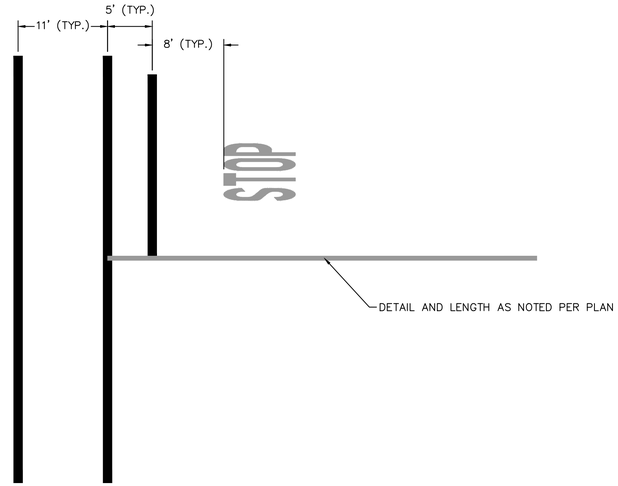
10 NTS GREEN-BACKED BIKE LANE



11 NTS BIKE LANE CONFLICT ZONE



12 NTS YIELD TRIANGLE LIMITS



13 NTS STOP MARKING LIMITS

811 CONTACT 811 BEFORE YOU DIG SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER JACOB REDDING SCHRAMM No. 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: 10/16/25

Checked By: JS Date: 10/16/25

Designed By: AB/ZC Date: 10/16/25

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS CALIFORNIA JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING DETAIL SHEETS – SHEET 5 OF 10

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. SD-05

SCALE: NTS

SHEET 28 OF 79

Juliana:Chen Oct 14, 2025 – 10:08am K:\SMT_RDWY\097384008 – Milpitas Dempsey Way – JS\08 CADD\PlanSheets\SD-01.dwg

CONTACT 811 BEFORE YOU DIG – SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER – BRIAN A. SILKWOOD – No. C 78272 – 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS – CALIFORNIA – JANUARY 25, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

KEY MAP – SHEET 2 OF 2

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

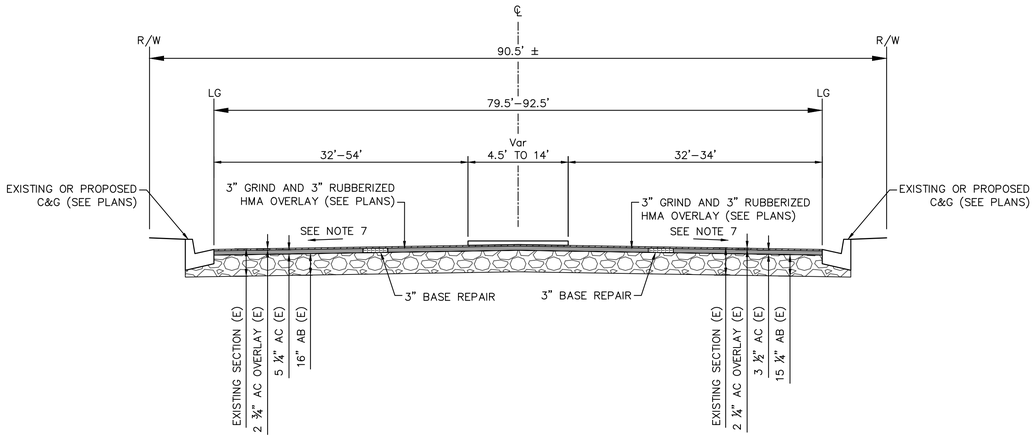
PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. G-05

SCALE: NTS

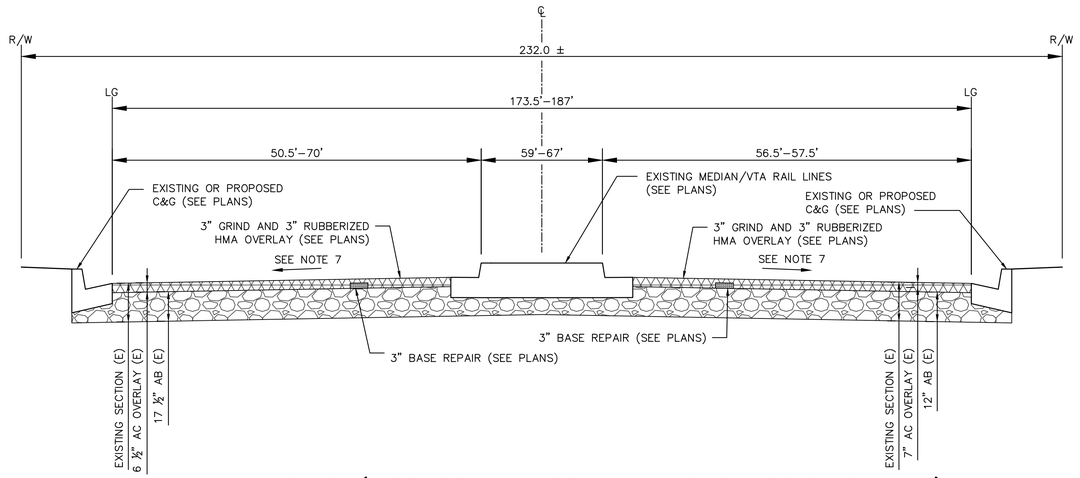
SHEET 29 OF 79

Juliana.Chen Oct 14, 2025 – 10:12am K:\sjc_trans\0973840l0 – milpitas pr 2024\Design\sheets 2025\G-001.dwg



1 ALDER DRIVE (BETWEEN TASMAN AND PROJECT LIMIT)

NTS
LOOKING EB



2 TASMAN DRIVE (BETWEEN ALDER AND UP TO BRIDGE LIMIT)

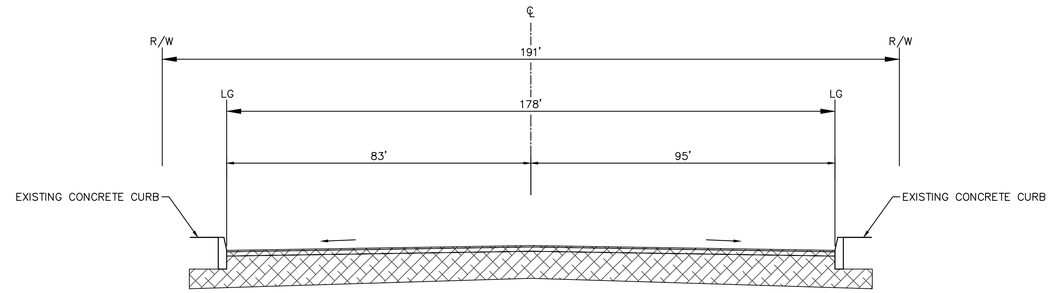
NTS
LOOKING EB

LEGEND

- ASPHALT CONCRETE
- ASPHALT CONCRETE (OVERLAY)
- ASPHALT BASE
- BASE REPAIR
- GRIND & OVERLAY
- PAVING FABRIC

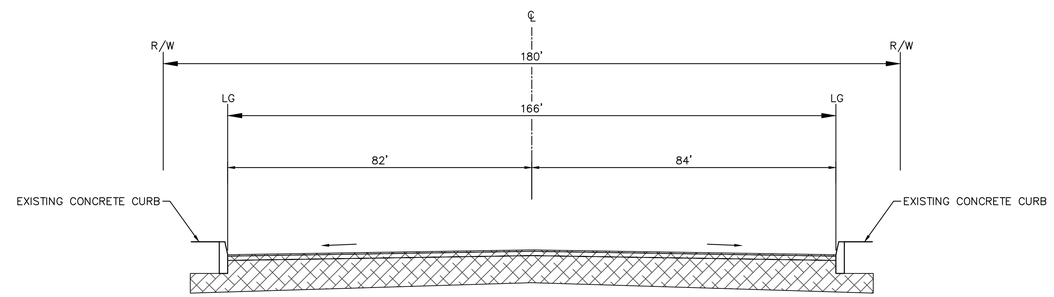
NOTES:

1. FOR LOCATIONS, LIMITS AND QUANTITIES OF BASE REPAIR AREAS, SEE LAYOUT DRAWINGS.
2. FOR LOCATIONS, LIMITS AND QUANTITIES OF CURB & GUTTER AND SIDEWALK REPAIRS, SEE LAYOUT DRAWINGS.
3. BASE REPAIRS SHALL BE COMPLETED AFTER GRIND, BEFORE OVERLAY WORK.
4. EXISTING CURB, GUTTER, SIDEWALK AND DRIVEWAY SHALL BE PROTECTED–IN–PLACE, UNLESS OTHERWISE NOTED ON THE PLANS.
5. DIMENSIONS SHOWN IN TYPICAL SECTIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY DIMENSIONS WITH THE ENGINEER IN THE FIELD.
6. PAVING FABRIC HAS BEEN ENCOUNTERED AT VARIOUS LOCATIONS THROUGHOUT THE PROJECT LIMITS. CONTRACTOR IS RESPONSIBLE FOR RECYCLING AND DISPOSAL OF PAVING FABRIC WITHIN PROJECT LIMITS.
7. CONTRACTOR TO RESTORE FINISHED GRADE TO ADA STANDARDS WITHIN LIMITS OF CROSSWALKS AND MATCH EXISTING GRADE SLOPES NOT TO EXCEED 5% OUTSIDE CROSSWALKS.



3 TASMAN DRIVE (FROM BRIDGE LIMIT UP TO SB OFF RAMP)

NTS
LOOKING EB
*NO PAVING WORK IN THIS SECTION



4 GREAT MALL PARKWAY (SB OFF RAMP TO BRIDGE LIMIT)

NTS
LOOKING EB
*NO PAVING WORK IN THIS SECTION

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — ALEX A. SUAREZ — No. C 78272 — 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)

CIP NO. 4283, 4300, 4304, 4305, 7118

CROSS SECTIONS – SHEET 3 OF 4

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

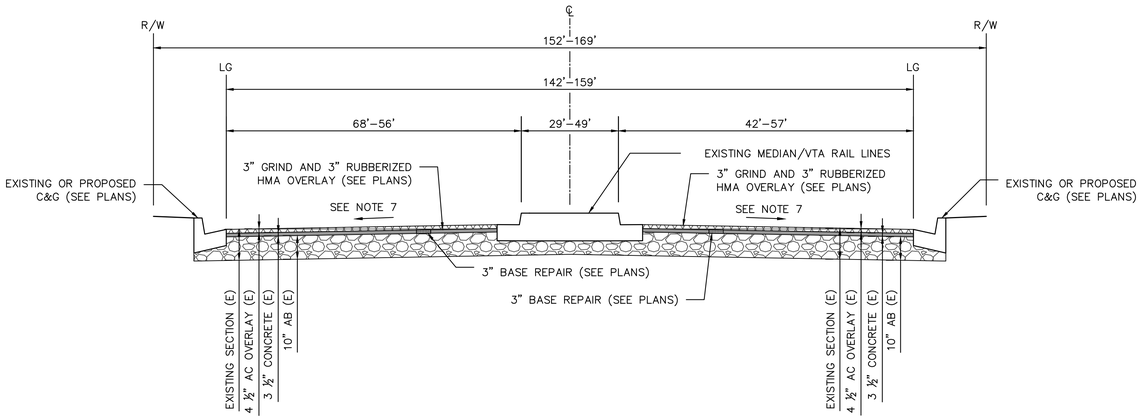
PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. TX–03

SCALE: NTS

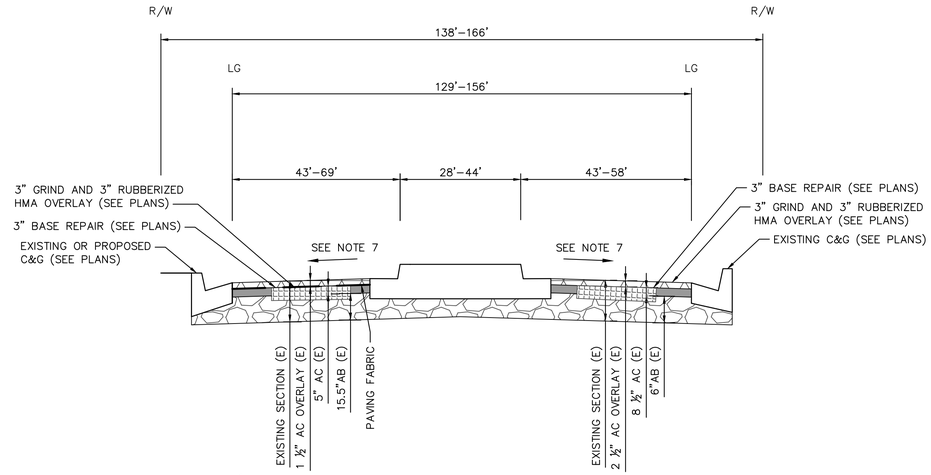
SHEET 30 OF 79

Alex.Gonzalez Oct 23, 2025 – 10:42am K:\sjc_trans\0973840\0 – milpitas pr 2024\Design\sheets 2025\TX – 001.dwg



5 GREAT MALL PARKWAY (McCANDLESS DRIVE TO CENTRE POINTE DRIVE)

NTS
LOOKING EB
*PAVING CORE NOT TAKEN ON WB DIRECTION
ASSUMED SAME SECTION AS EB



6 GREAT MALL PARKWAY (MUSTANG DRIVE TO MONTAGUE EXPRESSWAY/PROJECT LIMIT)

NTS
LOOKING EB

LEGEND

- ASPHALT CONCRETE
- ASPHALT CONCRETE (OVERLAY)
- ASPHALT BASE
- BASE REPAIR
- GRIND & OVERLAY
- PAVING FABRIC

NOTES:

1. FOR LOCATIONS, LIMITS AND QUANTITIES OF BASE REPAIR AREAS, SEE LAYOUT DRAWINGS.
2. FOR LOCATIONS, LIMITS AND QUANTITIES OF CURB & GUTTER AND SIDEWALK REPAIRS, SEE LAYOUT DRAWINGS.
3. BASE REPAIRS SHALL BE COMPLETED AFTER GRIND, BEFORE OVERLAY WORK.
4. EXISTING CURB, GUTTER, SIDEWALK AND DRIVEWAY SHALL BE PROTECTED–IN–PLACE, UNLESS OTHERWISE NOTED ON THE PLANS.
5. DIMENSIONS SHOWN IN TYPICAL SECTIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY DIMENSIONS WITH THE ENGINEER IN THE FIELD.
6. PAVING FABRIC HAS BEEN ENCOUNTERED AT VARIOUS LOCATIONS THROUGHOUT THE PROJECT LIMITS. CONTRACTOR IS RESPONSIBLE FOR RECYCLING AND DISPOSAL OF PAVING FABRIC WITHIN PROJECT LIMITS.
7. CONTRACTOR TO RESTORE FINISHED GRADE TO ADA STANDARDS WITHIN LIMITS OF CROSSWALKS AND MATCH EXISTING GRADE SLOPES NOT TO EXCEED 5% OUTSIDE CROSSWALKS.

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — ALEX A. SUAREZ — No. C 78272 — 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: AG Date: 11/15/24
Checked By: BS Date: 11/15/24
Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
△			

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

CROSS SECTIONS – SHEET 4 OF 4

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. TX–04
SCALE: NTS
SHEET 31 OF 79

Alex.Gonzalez Oct 23, 2025 – 10:42am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\TX – 001.dwg

LEGEND

- (1) PROTECT IN PLACE
- (2) CONTRACTOR TO REMOVE CONCRETE TREE WELLS AND PROTECT-IN-PLACE VEGETATION. ADDITIONAL HARDSCAPE REMOVAL TO BE REMOVE AND REPLACE WITH SIDEWALK.
- (3) CONTRACTOR TO REMOVE AND DISPOSE EXISTING DETECTOR HANDHOLE AND PROTECT IN PLACE EXISTING LOOP CONDUIT TO PULLBOX.
- (A) CASE A CURB RAMP PER CALTRANS STD PLAN A88A
- (B) CASE B CURB RAMP PER CALTRANS STD PLAN A88A
- (C) CASE C CURB RAMP PER CALTRANS STD PLAN A88A
- (#) BASE REPAIR LOCATION
- (#) SIDEWALK REPAIR LOCATION
- (#) CONCRETE C&G REPAIR LOCATION
- (#) UTILITY STRUCTURE/BOX ADJUST TO GRADE LOCATION
- (#) MONUMENT PROTECT AND ADJUST COVER TO GRADE LOCATION
- (#) BRICK PAVER REMOVE AND REPLACE LOCATION
- (#) DRIVEWAY REPAIR LOCATION
- (#) UTILITY COVER REPLACEMENT LOCATION
- 3" BASE REPAIR (SEE NOTE 4) (2 / CD-6)
- REMOVE BRICK PAVERS AND REPLACE IN-KIND
- 3" GRIND & 3" RUBBERIZED HMA OVERLAY (SEE NOTE 11) (3 / CD-6)
- CONCRETE TO BE REMOVED AND REPLACED (SEE NOTES 3, 4, 7, 8)
- PROPERTY LINE / ROW
- CORING LOCATION (SEE SHEET GR-001)
- (E) PACIFIC BELL MH
- (E) SSMH
- (E) SDMH
- (E) SDDI
- (E) WV
- (E) FH
- (E) WM
- (E) BFP
- (E) SSCO
- (E) PRIVATE UTIL
- (E) CITY MON
- 676 (E) ADDRESS NO.
- (E) DETECTOR HANDLE

CONSTRUCTION NOTES:

1. THIS PLAN IS ACCURATE FOR PAVEMENT REHABILITATION 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. CRACK SEAL PER CITY STANDARDS AFTER GRIND, BEFORE ASPHALT OVERLAY.
12. BASE REPAIR SHALL OCCUR AFTER GRIND, BEFORE ASPHALT OVERLAY.
13. CONTRACTOR SHALL REMOVE ALL PAVEMENT BUTTONS PRIOR TO PAVEMENT TREATMENT.
14. CONTRACTOR SHALL CONFIRM CURB RAMP LAYOUT AND FIT WITH ENGINEER.
15. CONTRACTOR SHALL LAYOUT BASE REPAIR PER PLAN AND NOTIFY THE ENGINEER OR PROPOSED CHANGES. THE ENGINEER SHALL REVIEW AND APPROVE FIELD MARKINGS.
16. FOR STRIPING AND PAVEMENT MARKING LIMITS, SEE STRIPING PLAN.
17. REMOVE PARKSTRIP AND TREE WELLS TO LIMITS SHOWN. FOR AREAS AROUND EXISTING TREES, REMOVE 5' BY 5' TREE WELL AND REPLACE WITH NATIVE MATERIAL, BACKFILLED TO BE LEVEL WITH ADJACENT CURB AND SIDEWALK. FOR EXPOSED AGGREGATE PAVING, REMOVE AND REPLACE WITH CITY STANDARD SIDEWALK.
18. 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.
19. CONTRACTOR TO MAINTAIN A 3' BUFFER FROM EDGE OF GRIND AND OVERLAY LIMITS TO EDGE OF TRACK PANEL.
20. CONTRACTOR SHALL PROVIDE ASPHALT TEMPORARY TAPER FOR ALL CURB RAMPS FOLLOWING GRIND OPERATIONS.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — BRIAN A. SILVA — No. C 78272 — 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

LAYOUT PLANS – SHEET 7 OF 17

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025

LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

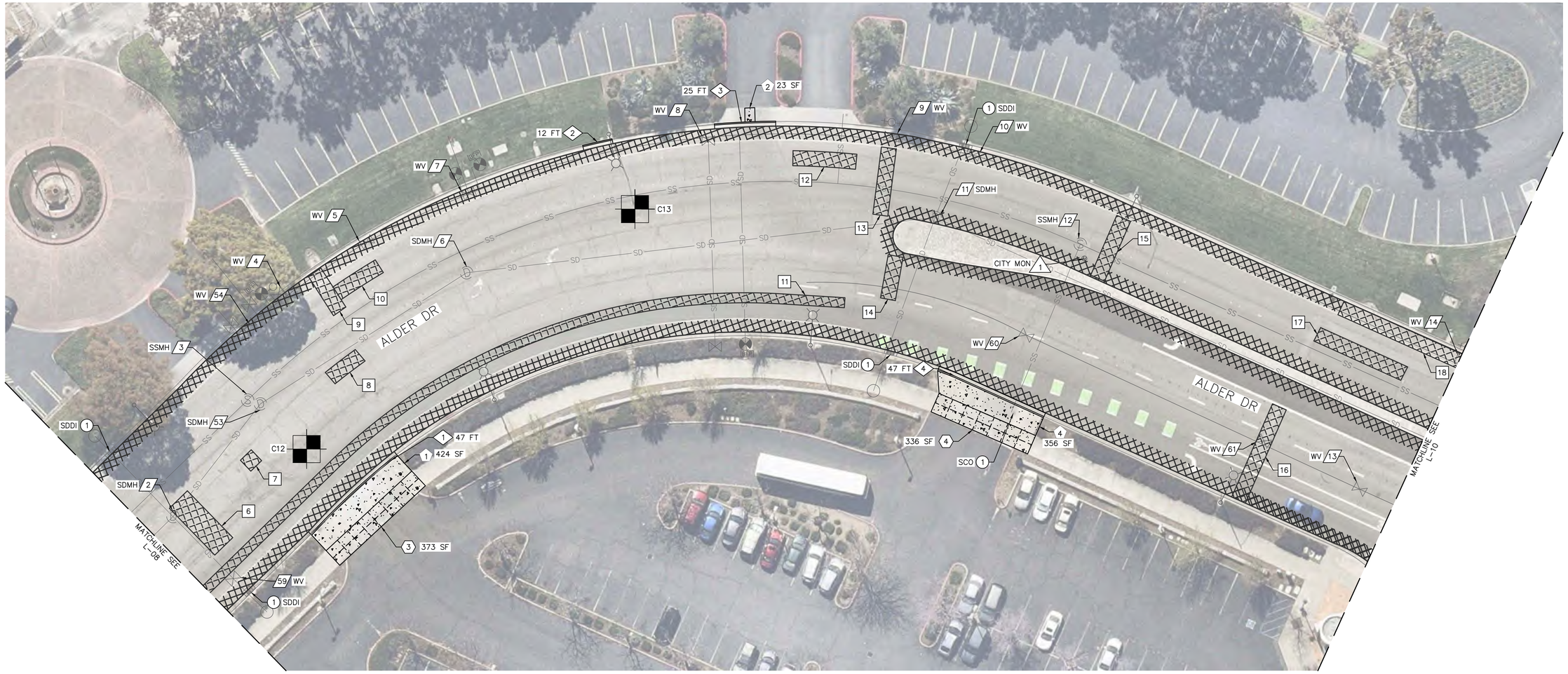
PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. L-08

SCALE: 1" = 40'

SHEET 32 OF 79

Alex.Gonzalez Oct 23, 2025 – 10:42am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\L-001.dwg



LEGEND

- (1) PROTECT IN PLACE
- (2) CONTRACTOR TO REMOVE CONCRETE TREE WELLS AND PROTECT-IN-PLACE VEGETATION. ADDITIONAL HARDSCAPE REMOVAL TO BE REMOVE AND REPLACE WITH SIDEWALK.
- (3) CONTRACTOR TO REMOVE AND DISPOSE EXISTING DETECTOR HANDHOLE AND PROTECT IN PLACE EXISTING LOOP CONDUIT TO PULLBOX.
- (A) CASE A CURB RAMP PER CALTRANS STD PLAN A88A
- (B) CASE B CURB RAMP PER CALTRANS STD PLAN A88A
- (C) CASE C CURB RAMP PER CALTRANS STD PLAN A88A

- (#) BASE REPAIR LOCATION
- (#) SIDEWALK REPAIR LOCATION
- (#) CONCRETE C&G REPAIR LOCATION
- (#) UTILITY STRUCTURE/BOX ADJUST TO GRADE LOCATION
- (#) MONUMENT PROTECT AND ADJUST COVER TO GRADE LOCATION
- (#) BRICK PAVER REMOVE AND REPLACE LOCATION
- (#) DRIVEWAY REPAIR LOCATION
- (#) UTILITY COVER REPLACEMENT LOCATION

- 3" BASE REPAIR (SEE NOTE 4) (2 / CD-6)
- REMOVE BRICK PAVERS AND REPLACE IN-KIND
- 3" GRIND & 3" RUBBERIZED HMA OVERLAY (SEE NOTE 11) (3 / CD-6)

- CONCRETE TO BE REMOVED AND REPLACED (SEE NOTES 3, 4, 7, 8)
- PROPERTY LINE / ROW
- CORING LOCATION (SEE SHEET GR-001)

- (E) PACIFIC BELL MH
- (E) SSMH
- (E) SDMH
- (E) SDDI
- (E) WV
- (E) FH
- (E) WM
- (E) BFP
- (E) SSCO
- (E) PRIVATE UTIL
- (E) CITY MON
- 676 (E) ADDRESS NO.
- (E) DETECTOR HANDLE

CONSTRUCTION NOTES:

1. THIS PLAN IS ACCURATE FOR PAVEMENT REHABILITATION 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. CRACK SEAL PER CITY STANDARDS AFTER GRIND, BEFORE ASPHALT OVERLAY.
12. BASE REPAIR SHALL OCCUR AFTER GRIND, BEFORE ASPHALT OVERLAY.
13. CONTRACTOR SHALL REMOVE ALL PAVEMENT BUTTONS PRIOR TO PAVEMENT TREATMENT.
14. CONTRACTOR SHALL CONFIRM CURB RAMP LAYOUT AND FIT WITH ENGINEER.
15. CONTRACTOR SHALL LAYOUT BASE REPAIR PER PLAN AND NOTIFY THE ENGINEER OR PROPOSED CHANGES. THE ENGINEER SHALL REVIEW AND APPROVE FIELD MARKINGS.
16. FOR STRIPING AND PAVEMENT MARKING LIMITS, SEE STRIPING PLAN.
17. REMOVE PARKSTRIP AND TREE WELLS TO LIMITS SHOWN. FOR AREAS AROUND EXISTING TREES, REMOVE 5' BY 5' TREE WELL AND REPLACE WITH NATIVE MATERIAL, BACKFILLED TO BE LEVEL WITH ADJACENT CURB AND SIDEWALK. FOR EXPOSED AGGREGATE PAVING, REMOVE AND REPLACE WITH CITY STANDARD SIDEWALK.
18. 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.
19. CONTRACTOR TO MAINTAIN A 3' BUFFER FROM EDGE OF GRIND AND OVERLAY LIMITS TO EDGE OF TRACK PANEL.
20. CONTRACTOR SHALL PROVIDE ASPHALT TEMPORARY TAPER FOR ALL CURB RAMPS FOLLOWING GRIND OPERATIONS.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — ANDREA SILVA — No. C 78272 — 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

LAYOUT PLANS– SHEET 8 OF 17

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025

LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

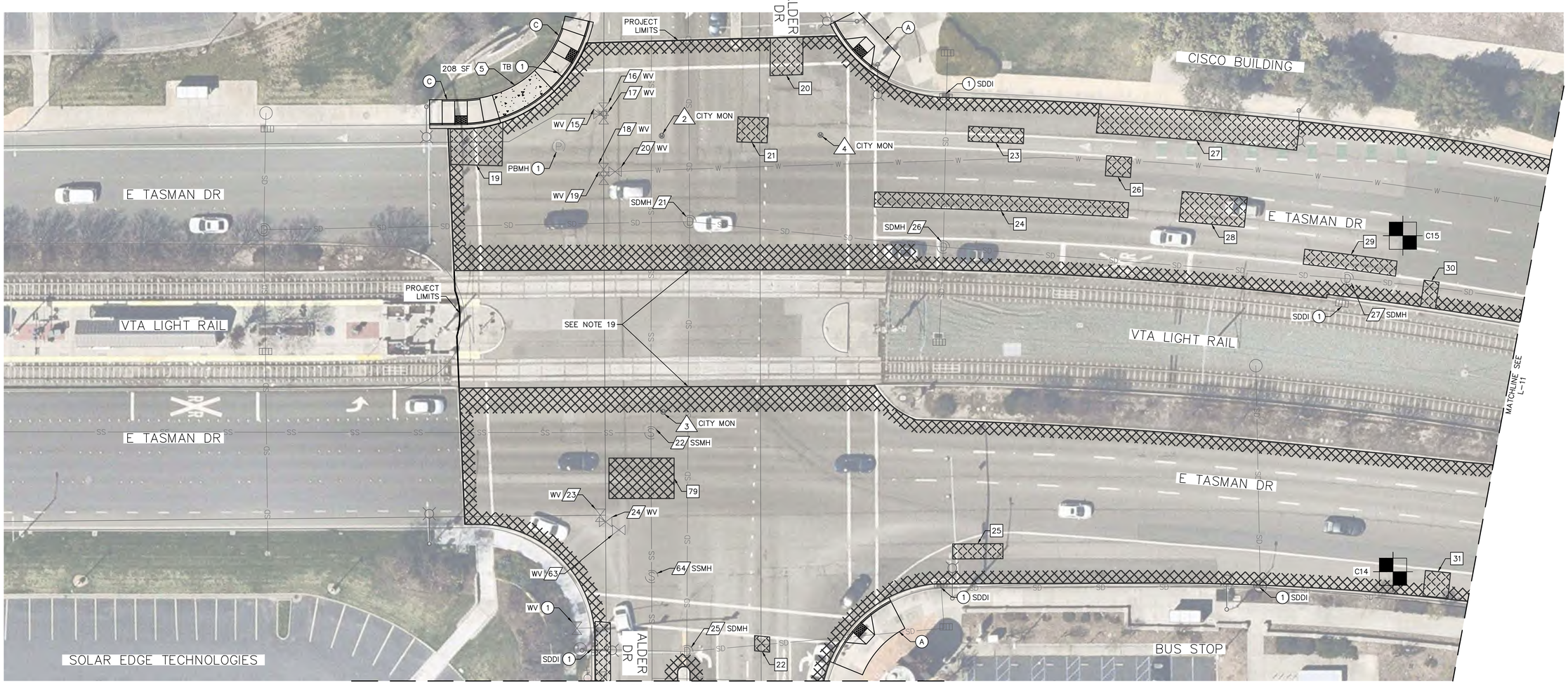
PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. L-09

SCALE: 1" = 40'

SHEET 33 OF 79

Alex.Gonzalez Oct 23, 2025 – 10:43am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\L-001.dwg



LEGEND

- (1) PROTECT IN PLACE
- (2) CONTRACTOR TO REMOVE CONCRETE TREE WELLS AND PROTECT-IN-PLACE VEGETATION. ADDITIONAL HARDSCAPE REMOVAL TO BE REMOVE AND REPLACE WITH SIDEWALK.
- (3) CONTRACTOR TO REMOVE AND DISPOSE EXISTING DETECTOR HANDHOLE AND PROTECT IN PLACE EXISTING LOOP CONDUIT TO PULLBOX.
- (A) CASE A CURB RAMP PER CALTRANS STD PLAN A88A
- (B) CASE B CURB RAMP PER CALTRANS STD PLAN A88A
- (C) CASE C CURB RAMP PER CALTRANS STD PLAN A88A
- (#) BASE REPAIR LOCATION
- (#) SIDEWALK REPAIR LOCATION
- (#) CONCRETE C&G REPAIR LOCATION
- (#) UTILITY STRUCTURE/BOX ADJUST TO GRADE LOCATION
- (#) MONUMENT PROTECT AND ADJUST COVER TO GRADE LOCATION
- (#) BRICK PAVER REMOVE AND REPLACE LOCATION
- (#) DRIVEWAY REPAIR LOCATION
- (#) UTILITY COVER REPLACEMENT LOCATION
- 3" BASE REPAIR (SEE NOTE 4) (2 CD-6)
- REMOVE BRICK PAVERS AND REPLACE IN-KIND
- 3" GRIND & 3" RUBBERIZED HMA OVERLAY (SEE NOTE 11) (3 CD-6)
- CONCRETE TO BE REMOVED AND REPLACED (SEE NOTES 3, 4, 7, 8)
- PROPERTY LINE / ROW
- CORING LOCATION (SEE SHEET GR-001)
- (E) PACIFIC BELL MH
- (E) SSMH
- (E) SDMH
- (E) SDDI
- (E) WV
- (E) FH
- (E) WM
- (E) BFP
- (E) SSCO
- (E) PRIVATE UTIL
- (E) CITY MON
- 676 (E) ADDRESS NO.
- (E) DETECTOR HANDLE

CONSTRUCTION NOTES:

1. THIS PLAN IS ACCURATE FOR PAVEMENT REHABILITATION 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. CRACK SEAL PER CITY STANDARDS AFTER GRIND, BEFORE ASPHALT OVERLAY.
12. BASE REPAIR SHALL OCCUR AFTER GRIND, BEFORE ASPHALT OVERLAY.
13. CONTRACTOR SHALL REMOVE ALL PAVEMENT BUTTONS PRIOR TO PAVEMENT TREATMENT.
14. CONTRACTOR SHALL CONFIRM CURB RAMP LAYOUT AND FIT WITH ENGINEER.
15. CONTRACTOR SHALL LAYOUT BASE REPAIR PER PLAN AND NOTIFY THE ENGINEER OR PROPOSED CHANGES. THE ENGINEER SHALL REVIEW AND APPROVE FIELD MARKINGS.
16. FOR STRIPING AND PAVEMENT MARKING LIMITS, SEE STRIPING PLAN.
17. REMOVE PARKSTRIP AND TREE WELLS TO LIMITS SHOWN. FOR AREAS AROUND EXISTING TREES REMOVE 5' BY 5' TREE WELL AND REPLACE WITH NATIVE MATERIAL, BACKFILLED TO BE LEVEL WITH ADJACENT CURB AND SIDEWALK. FOR EXPOSED AGGREGATE PAVING, REMOVE AND REPLACE WITH CITY STANDARD SIDEWALK.
18. 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.
19. CONTRACTOR TO MAINTAIN A 3' BUFFER FROM EDGE OF GRIND AND OVERLAY LIMITS TO EDGE OF TRACK PANEL.
20. CONTRACTOR SHALL PROVIDE ASPHALT TEMPORARY TAPER FOR ALL CURB RAMPS FOLLOWING GRIND OPERATIONS.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — ALEX A. SILICIANI — No. C 78272 — 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

LAYOUT PLANS– SHEET 9 OF 17

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. L-10

SCALE: 1" = 40'

SHEET 34 OF 79

Alex.Gonzalez Oct 23, 2025 – 10:43am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\L-001.dwg

LEGEND

- (1) PROTECT IN PLACE
- (2) CONTRACTOR TO REMOVE CONCRETE TREE WELLS AND PROTECT-IN-PLACE VEGETATION. ADDITIONAL HARDSCAPE REMOVAL TO BE REMOVE AND REPLACE WITH SIDEWALK.
- (3) CONTRACTOR TO REMOVE AND DISPOSE EXISTING DETECTOR HANDHOLE AND PROTECT IN PLACE EXISTING LOOP CONDUIT TO PULLBOX.
- (A) CASE A CURB RAMP PER CALTRANS STD PLAN A88A
- (B) CASE B CURB RAMP PER CALTRANS STD PLAN A88A
- (C) CASE C CURB RAMP PER CALTRANS STD PLAN A88A

- (#) BASE REPAIR LOCATION
- (#) SIDEWALK REPAIR LOCATION
- (#) CONCRETE C&G REPAIR LOCATION
- (#) UTILITY STRUCTURE/BOX ADJUST TO GRADE LOCATION
- (#) MONUMENT PROTECT AND ADJUST COVER TO GRADE LOCATION
- (#) BRICK PAVER REMOVE AND REPLACE LOCATION
- (#) DRIVEWAY REPAIR LOCATION
- (#) UTILITY COVER REPLACEMENT LOCATION

- 3" BASE REPAIR (SEE NOTE 4) (2 CD-6)
- REMOVE BRICK PAVERS AND REPLACE IN-KIND
- 3" GRIND & 3" RUBBERIZED HMA OVERLAY (SEE NOTE 11) (3 CD-6)

- CONCRETE TO BE REMOVED AND REPLACED (SEE NOTES 3, 4, 7, 8)
- PROPERTY LINE / ROW
- CORING LOCATION (SEE SHEET GR-001)

- (E) PACIFIC BELL MH
- (E) SSMH
- (E) SDMH
- (E) SDDI
- (E) WV
- (E) FH
- (E) WM
- (E) BFP
- (E) SSCO
- (E) PRIVATE UTIL
- (E) CITY MON
- 676 (E) ADDRESS NO.
- (E) DETECTOR HANDLE

CONSTRUCTION NOTES:

1. THIS PLAN IS ACCURATE FOR PAVEMENT REHABILITATION 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. CRACK SEAL PER CITY STANDARDS AFTER GRIND, BEFORE ASPHALT OVERLAY.
12. BASE REPAIR SHALL OCCUR AFTER GRIND, BEFORE ASPHALT OVERLAY.
13. CONTRACTOR SHALL REMOVE ALL PAVEMENT BUTTONS PRIOR TO PAVEMENT TREATMENT.
14. CONTRACTOR SHALL CONFIRM CURB RAMP LAYOUT AND FIT WITH ENGINEER.
15. CONTRACTOR SHALL LAYOUT BASE REPAIR PER PLAN AND NOTIFY THE ENGINEER OR PROPOSED CHANGES. THE ENGINEER SHALL REVIEW AND APPROVE FIELD MARKINGS.
16. FOR STRIPING AND PAVEMENT MARKING LIMITS, SEE STRIPING PLAN.
17. REMOVE PARKSTRIP AND TREE WELLS TO LIMITS SHOWN. FOR AREAS AROUND EXISTING TREES, REMOVE 5' BY 5' TREE WELL AND REPLACE WITH NATIVE MATERIAL, BACKFILLED TO BE LEVEL WITH ADJACENT CURB AND SIDEWALK. FOR EXPOSED AGGREGATE PAVING, REMOVE AND REPLACE WITH CITY STANDARD SIDEWALK.
18. 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.
19. CONTRACTOR TO MAINTAIN A 3' BUFFER FROM EDGE OF GRIND AND OVERLAY LIMITS TO EDGE OF TRACK PANEL.
20. CONTRACTOR SHALL PROVIDE ASPHALT TEMPORARY TAPER FOR ALL CURB RAMPS FOLLOWING GRIND OPERATIONS.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG — 811 SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — BRIAN A. SILVA — No. C 78272 — 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

LAYOUT PLANS– SHEET 11 OF 17

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. L-12

SCALE: 1" = 40'

SHEET 36 OF 79

Alex.Gonzalez Oct 23, 2025 – 10:44am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\L-001.dwg

LEGEND

- (1) PROTECT IN PLACE
- (2) CONTRACTOR TO REMOVE CONCRETE TREE WELLS AND PROTECT-IN-PLACE VEGETATION. ADDITIONAL HARDSCAPE REMOVAL TO BE REMOVE AND REPLACE WITH SIDEWALK.
- (3) CONTRACTOR TO REMOVE AND DISPOSE EXISTING DETECTOR HANDHOLE AND PROTECT IN PLACE EXISTING LOOP CONDUIT TO PULLBOX.
- (A) CASE A CURB RAMP PER CALTRANS STD PLAN A88A
- (B) CASE B CURB RAMP PER CALTRANS STD PLAN A88A
- (C) CASE C CURB RAMP PER CALTRANS STD PLAN A88A

- (#) BASE REPAIR LOCATION
- (#) SIDEWALK REPAIR LOCATION
- (#) CONCRETE C&G REPAIR LOCATION
- (#) UTILITY STRUCTURE/BOX ADJUST TO GRADE LOCATION
- (#) MONUMENT PROTECT AND ADJUST COVER TO GRADE LOCATION
- (#) BRICK PAVER REMOVE AND REPLACE LOCATION
- (#) DRIVEWAY REPAIR LOCATION
- (#) UTILITY COVER REPLACEMENT LOCATION

- 3" BASE REPAIR (SEE NOTE 4) (2 / CD-6)
- REMOVE BRICK PAVERS AND REPLACE IN-KIND
- 3" GRIND & 3" RUBBERIZED HMA OVERLAY (SEE NOTE 11) (3 / CD-6)

- CONCRETE TO BE REMOVED AND REPLACED (SEE NOTES 3, 4, 7, 8)
- PROPERTY LINE / ROW
- CORING LOCATION (SEE SHEET GR-001)

- (E) PACIFIC BELL MH
- (E) SSMH
- (E) SDMH
- (E) SDDI
- (E) WV
- (E) FH
- (E) WM
- (E) BFP
- (E) SSCO
- (E) PRIVATE UTIL
- (E) CITY MON
- 676 (E) ADDRESS NO.
- (E) DETECTOR HANDLE

CONSTRUCTION NOTES:

1. THIS PLAN IS ACCURATE FOR PAVEMENT REHABILITATION 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. CRACK SEAL PER CITY STANDARDS AFTER GRIND, BEFORE ASPHALT OVERLAY.
12. BASE REPAIR SHALL OCCUR AFTER GRIND, BEFORE ASPHALT OVERLAY.
13. CONTRACTOR SHALL REMOVE ALL PAVEMENT BUTTONS PRIOR TO PAVEMENT TREATMENT.
14. CONTRACTOR SHALL CONFIRM CURB RAMP LAYOUT AND FIT WITH ENGINEER.
15. CONTRACTOR SHALL LAYOUT BASE REPAIR PER PLAN AND NOTIFY THE ENGINEER OR PROPOSED CHANGES. THE ENGINEER SHALL REVIEW AND APPROVE FIELD MARKINGS.
16. FOR STRIPING AND PAVEMENT MARKING LIMITS, SEE STRIPING PLAN.
17. REMOVE PARKSTRIP AND TREE WELLS TO LIMITS SHOWN. FOR AREAS AROUND EXISTING TREES, REMOVE 5' BY 5' TREE WELL AND REPLACE WITH NATIVE MATERIAL, BACKFILLED TO BE LEVEL WITH ADJACENT CURB AND SIDEWALK. FOR EXPOSED AGGREGATE PAVING, REMOVE AND REPLACE WITH CITY STANDARD SIDEWALK.
18. 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.
19. CONTRACTOR TO MAINTAIN A 3' BUFFER FROM EDGE OF GRIND AND OVERLAY LIMITS TO EDGE OF TRACK PANEL.
20. CONTRACTOR SHALL PROVIDE ASPHALT TEMPORARY TAPER FOR ALL CURB RAMPS FOLLOWING GRIND OPERATIONS.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — ERIC A. SILVA — No. C 78272 — 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 25, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

LAYOUT PLANS– SHEET 10 OF 17

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

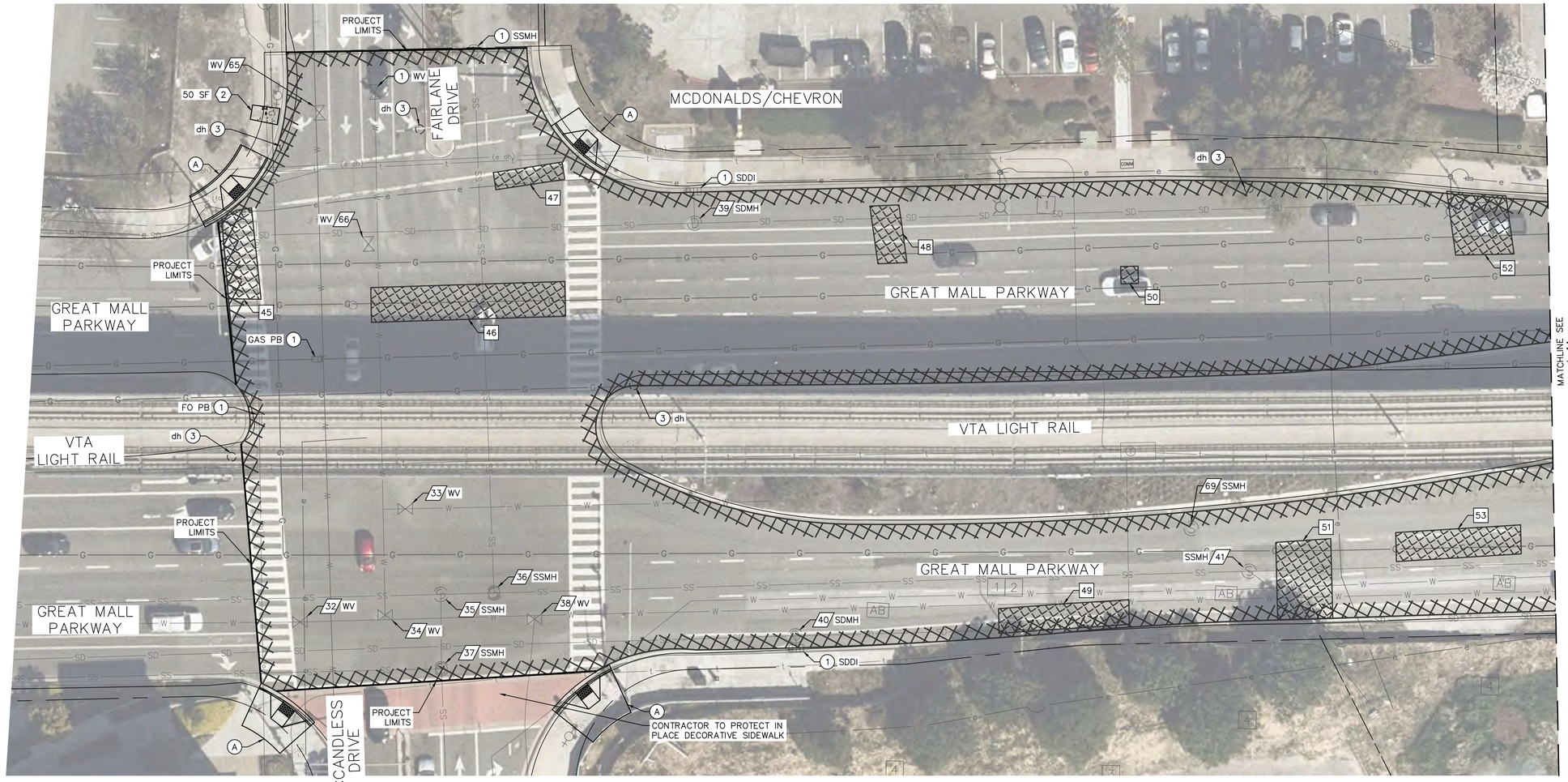
PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. L-11

SCALE: 1" = 40'

SHEET 35 OF 79

Alex.Gonzalez Oct 23, 2025 — 10:44am K:\sjc_trans\097384010 — milpitas pr 2024\Design\sheets 2025\L-001.dwg



LEGEND

1. PROTECT IN PLACE
2. CONTRACTOR TO REMOVE CONCRETE TREE WELLS AND PROTECT-IN-PLACE VEGETATION. ADDITIONAL HARDSCAPE REMOVAL TO BE REMOVE AND REPLACE WITH SIDEWALK.
3. CONTRACTOR TO REMOVE AND DISPOSE EXISTING DETECTOR HANDHOLE AND PROTECT IN PLACE EXISTING LOOP CONDUIT TO PULLBOX.

A. CASE A CURB RAMP PER CALTRANS STD PLAN A88A
B. CASE B CURB RAMP PER CALTRANS STD PLAN A88A
C. CASE C CURB RAMP PER CALTRANS STD PLAN A88A

- # BASE REPAIR LOCATION
- # SIDEWALK REPAIR LOCATION
- # CONCRETE C&G REPAIR LOCATION
- # UTILITY STRUCTURE/BOX ADJUST TO GRADE LOCATION
- # MONUMENT PROTECT AND ADJUST COVER TO GRADE LOCATION
- # BRICK PAVER REMOVE AND REPLACE LOCATION
- # DRIVEWAY REPAIR LOCATION
- # UTILITY COVER REPLACEMENT LOCATION

- 3" BASE REPAIR (SEE NOTE 4) (2 CD-6)
- REMOVE BRICK PAVERS AND REPLACE IN-KIND
- 3" GRIND & 3" RUBBERIZED HMA OVERLAY (SEE NOTE 11) (3 CD-6)

- CONCRETE TO BE REMOVED AND REPLACED (SEE NOTES 3, 4, 7, 8)
- PROPERTY LINE / ROW
- CORING LOCATION (SEE SHEET GR-001)

- (E) PACIFIC BELL MH
- (E) SSMH
- (E) SDMH
- (E) SDDI
- (E) WV
- (E) FH
- (E) WM
- (E) BFP
- (E) SSCO
- (E) PRIVATE UTIL
- (E) CITY MON
- 676 (E) ADDRESS NO.
- dh (E) DETECTOR HANDLE

CONSTRUCTION NOTES:

1. THIS PLAN IS ACCURATE FOR PAVEMENT REHABILITATION 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. CRACK SEAL PER CITY STANDARDS AFTER GRIND, BEFORE ASPHALT OVERLAY.
12. BASE REPAIR SHALL OCCUR AFTER GRIND, BEFORE ASPHALT OVERLAY.
13. CONTRACTOR SHALL REMOVE ALL PAVEMENT BUTTONS PRIOR TO PAVEMENT TREATMENT.
14. CONTRACTOR SHALL CONFIRM CURB RAMP LAYOUT AND FIT WITH ENGINEER.
15. CONTRACTOR SHALL LAYOUT BASE REPAIR PER PLAN AND NOTIFY THE ENGINEER OR PROPOSED CHANGES. THE ENGINEER SHALL REVIEW AND APPROVE FIELD MARKINGS.
16. FOR STRIPING AND PAVEMENT MARKING LIMITS, SEE STRIPING PLAN.
17. REMOVE PARKSTRIP AND TREE WELLS TO LIMITS SHOWN. FOR AREAS AROUND EXISTING TREES, REMOVE 5' BY 5' TREE WELL AND REPLACE WITH NATIVE MATERIAL, BACKFILLED TO BE LEVEL WITH ADJACENT CURB AND SIDEWALK. FOR EXPOSED AGGREGATE PAVING, REMOVE AND REPLACE WITH CITY STANDARD SIDEWALK.
18. 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.
19. CONTRACTOR TO MAINTAIN A 3' BUFFER FROM EDGE OF GRIND AND OVERLAY LIMITS TO EDGE OF TRACK PANEL.
20. CONTRACTOR SHALL PROVIDE ASPHALT TEMPORARY TAPER FOR ALL CURB RAMPS FOLLOWING GRIND OPERATIONS.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — No. C 78272 — 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: AG Date: 11/15/24
Checked By: BS Date: 11/15/24
Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

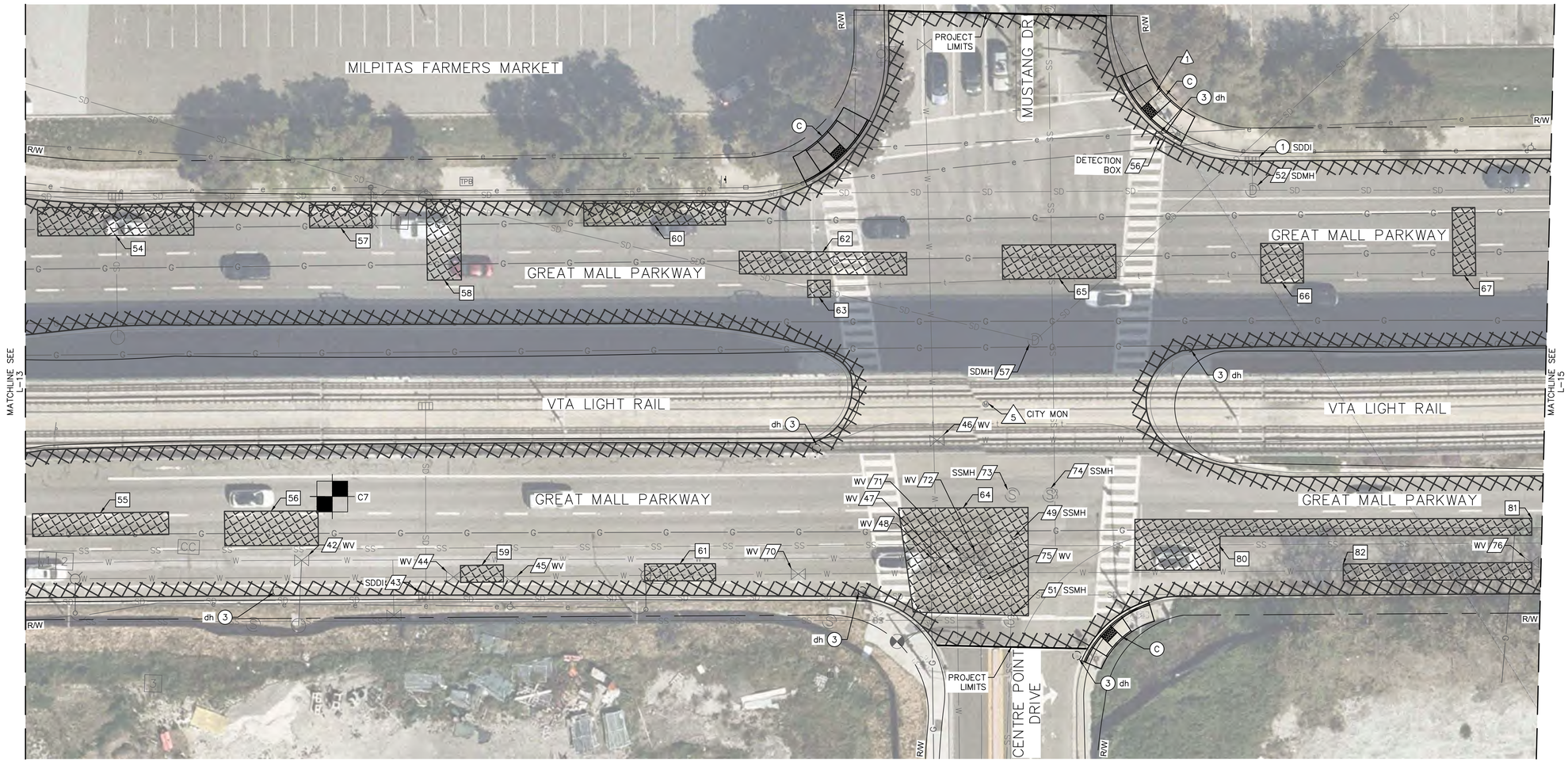
STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

LAYOUT PLANS– SHEET 12 OF 17

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. L-13
SCALE: 1" = 40'
SHEET 37 OF 79

Alex.Gonzalez Oct 23, 2025 – 10:58am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\L-006.dwg



LEGEND

- (1) PROTECT IN PLACE
- (2) CONTRACTOR TO REMOVE CONCRETE TREE WELLS AND PROTECT-IN-PLACE VEGETATION. ADDITIONAL HARDSCAPE REMOVAL TO BE REMOVE AND REPLACE WITH SIDEWALK.
- (3) CONTRACTOR TO REMOVE AND DISPOSE EXISTING DETECTOR HANDHOLE AND PROTECT IN PLACE EXISTING LOOP CONDUIT TO PULLBOX.
- (A) CASE A CURB RAMP PER CALTRANS STD PLAN A88A
- (B) CASE B CURB RAMP PER CALTRANS STD PLAN A88A
- (C) CASE C CURB RAMP PER CALTRANS STD PLAN A88A

- (#) BASE REPAIR LOCATION
- (#) SIDEWALK REPAIR LOCATION
- (#) CONCRETE C&G REPAIR LOCATION
- (#) UTILITY STRUCTURE/BOX ADJUST TO GRADE LOCATION
- (#) MONUMENT PROTECT AND ADJUST COVER TO GRADE LOCATION
- (#) BRICK PAVER REMOVE AND REPLACE LOCATION
- (#) DRIVEWAY REPAIR LOCATION
- (#) UTILITY COVER REPLACEMENT LOCATION

- 3" BASE REPAIR (SEE NOTE 4) (2 / CD-6)
- REMOVE BRICK PAVERS AND REPLACE IN-KIND
- 3" GRIND & 3" RUBBERIZED HMA OVERLAY (SEE NOTE 11) (3 / CD-6)

- CONCRETE TO BE REMOVED AND REPLACED (SEE NOTES 3, 4, 7, 8)
- PROPERTY LINE / ROW
- CORING LOCATION (SEE SHEET GR-001)

- (E) PACIFIC BELL MH
- (E) SSMH
- (E) SDMH
- (E) SDDI
- (E) WV
- (E) FH
- (E) WM
- (E) BFP
- (E) SSCO
- (E) PRIVATE UTIL
- (E) CITY MON
- 676 (E) ADDRESS NO.
- (E) DETECTOR HANDLE (dh)

CONSTRUCTION NOTES:

1. THIS PLAN IS ACCURATE FOR PAVEMENT REHABILITATION 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. CRACK SEAL PER CITY STANDARDS AFTER GRIND, BEFORE ASPHALT OVERLAY.
12. BASE REPAIR SHALL OCCUR AFTER GRIND, BEFORE ASPHALT OVERLAY.
13. CONTRACTOR SHALL REMOVE ALL PAVEMENT BUTTONS PRIOR TO PAVEMENT TREATMENT.
14. CONTRACTOR SHALL CONFIRM CURB RAMP LAYOUT AND FIT WITH ENGINEER.
15. CONTRACTOR SHALL LAYOUT BASE REPAIR PER PLAN AND NOTIFY THE ENGINEER OR PROPOSED CHANGES. THE ENGINEER SHALL REVIEW AND APPROVE FIELD MARKINGS.
16. FOR STRIPING AND PAVEMENT MARKING LIMITS, SEE STRIPING PLAN.
17. REMOVE PARKSTRIP AND TREE WELLS TO LIMITS SHOWN. FOR AREAS AROUND EXISTING TREES, REMOVE 5' BY 5' TREE WELL AND REPLACE WITH NATIVE MATERIAL, BACKFILLED TO BE LEVEL WITH ADJACENT CURB AND SIDEWALK. FOR EXPOSED AGGREGATE PAVING, REMOVE AND REPLACE WITH CITY STANDARD SIDEWALK.
18. 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.
19. CONTRACTOR TO MAINTAIN A 3' BUFFER FROM EDGE OF GRIND AND OVERLAY LIMITS TO EDGE OF TRACK PANEL.
20. CONTRACTOR SHALL PROVIDE ASPHALT TEMPORARY TAPER FOR ALL CURB RAMPS FOLLOWING GRIND OPERATIONS.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JOSE A. SILVA — No. C 78272 — 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

LAYOUT PLANS– SHEET 13 OF 17

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

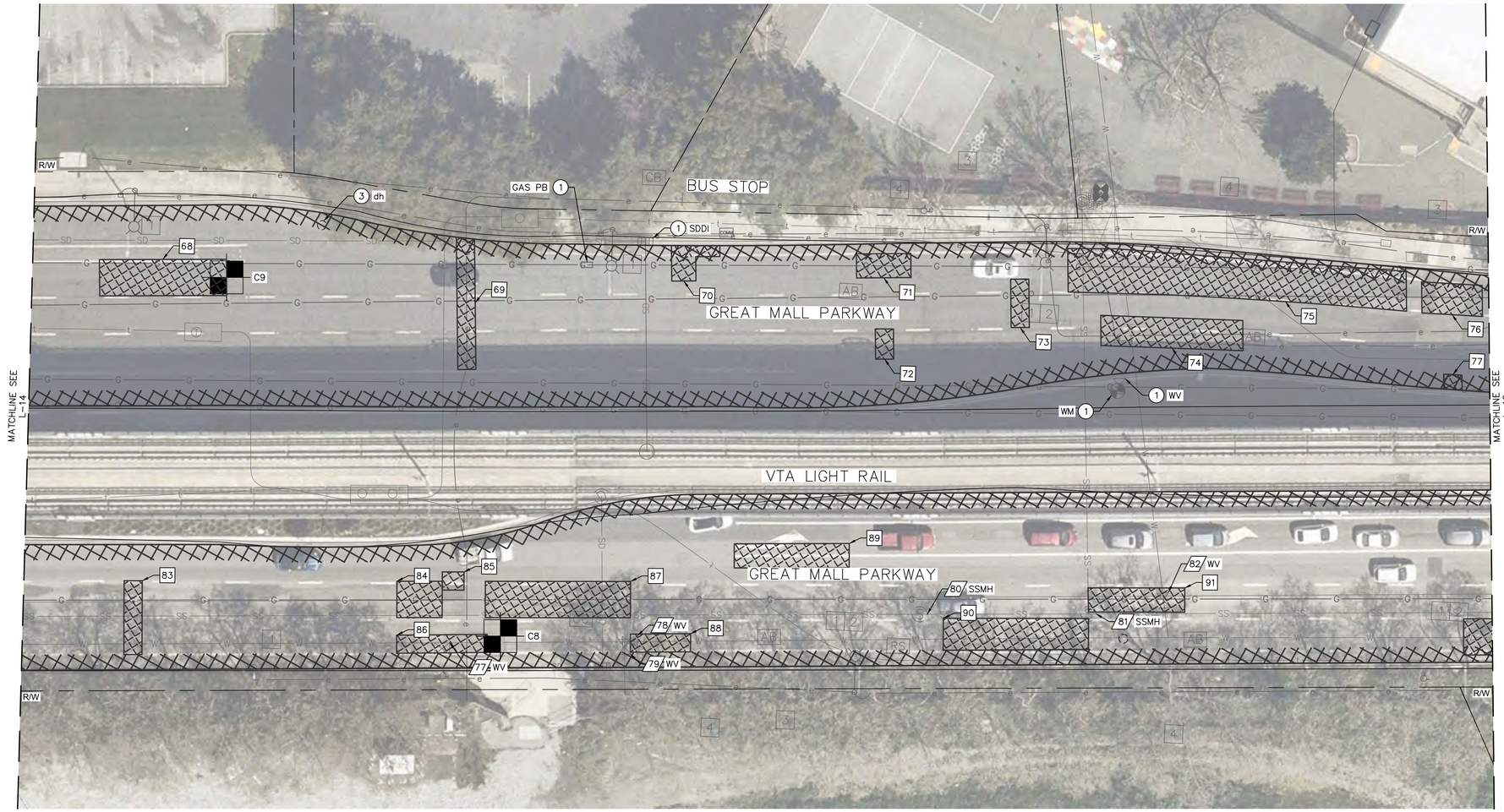
PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. L-14

SCALE: 1" = 40'

SHEET 38 OF 79

Alex.Gonzalez Oct 23, 2025 – 10:59am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\LL-006.dwg



LEGEND

- (1) PROTECT IN PLACE
- (2) CONTRACTOR TO REMOVE CONCRETE TREE WELLS AND PROTECT-IN-PLACE VEGETATION. ADDITIONAL HARDSCAPE REMOVAL TO BE REMOVE AND REPLACE WITH SIDEWALK.
- (3) CONTRACTOR TO REMOVE AND DISPOSE EXISTING DETECTOR HANDHOLE AND PROTECT IN PLACE EXISTING LOOP CONDUIT TO PULLBOX.
- (A) CASE A CURB RAMP PER CALTRANS STD PLAN A88A
- (B) CASE B CURB RAMP PER CALTRANS STD PLAN A88A
- (C) CASE C CURB RAMP PER CALTRANS STD PLAN A88A

- (#) BASE REPAIR LOCATION
- (#) SIDEWALK REPAIR LOCATION
- (#) CONCRETE C&G REPAIR LOCATION
- (#) UTILITY STRUCTURE/BOX ADJUST TO GRADE LOCATION
- (#) MONUMENT PROTECT AND ADJUST COVER TO GRADE LOCATION
- (#) BRICK PAVER REMOVE AND REPLACE LOCATION
- (#) DRIVEWAY REPAIR LOCATION
- (#) UTILITY COVER REPLACEMENT LOCATION

- 3" BASE REPAIR (SEE NOTE 4) (2 / CD-6)
- REMOVE BRICK PAVERS AND REPLACE IN-KIND
- 3" GRIND & 3" RUBBERIZED HMA OVERLAY (SEE NOTE 11) (3 / CD-6)

- CONCRETE TO BE REMOVED AND REPLACED (SEE NOTES 3, 4, 7, 8)
- PROPERTY LINE / ROW
- CORING LOCATION (SEE SHEET GR-001)

- (E) PACIFIC BELL MH
- (E) SSMH
- (E) SDMH
- (E) SDDI
- (E) WV
- (E) FH
- (E) WM
- (E) BFP
- (E) SSCO
- (E) PRIVATE UTIL
- (E) CITY MON
- 676 (E) ADDRESS NO.
- dh (E) DETECTOR HANDLE

CONSTRUCTION NOTES:

1. THIS PLAN IS ACCURATE FOR PAVEMENT REHABILITATION 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. CRACK SEAL PER CITY STANDARDS AFTER GRIND, BEFORE ASPHALT OVERLAY.
12. BASE REPAIR SHALL OCCUR AFTER GRIND, BEFORE ASPHALT OVERLAY.
13. CONTRACTOR SHALL REMOVE ALL PAVEMENT BUTTONS PRIOR TO PAVEMENT TREATMENT.
14. CONTRACTOR SHALL CONFIRM CURB RAMP LAYOUT AND FIT WITH ENGINEER.
15. CONTRACTOR SHALL LAYOUT BASE REPAIR PER PLAN AND NOTIFY THE ENGINEER OR PROPOSED CHANGES. THE ENGINEER SHALL REVIEW AND APPROVE FIELD MARKINGS.
16. FOR STRIPING AND PAVEMENT MARKING LIMITS, SEE STRIPING PLAN.
17. REMOVE PARKSTRIP AND TREE WELLS TO LIMITS SHOWN. FOR AREAS AROUND EXISTING TREES, REMOVE 5' BY 5' TREE WELL AND REPLACE WITH NATIVE MATERIAL, BACKFILLED TO BE LEVEL WITH ADJACENT CURB AND SIDEWALK. FOR EXPOSED AGGREGATE PAVING, REMOVE AND REPLACE WITH CITY STANDARD SIDEWALK.
18. 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.
19. CONTRACTOR TO MAINTAIN A 3' BUFFER FROM EDGE OF GRIND AND OVERLAY LIMITS TO EDGE OF TRACK PANEL.
20. CONTRACTOR SHALL PROVIDE ASPHALT TEMPORARY TAPER FOR ALL CURB RAMPS FOLLOWING GRIND OPERATIONS.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — BRIAN A. SILVEIRA — No. C 78272 — 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — JANUARY 25, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

LAYOUT PLANS– SHEET 14 OF 17

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

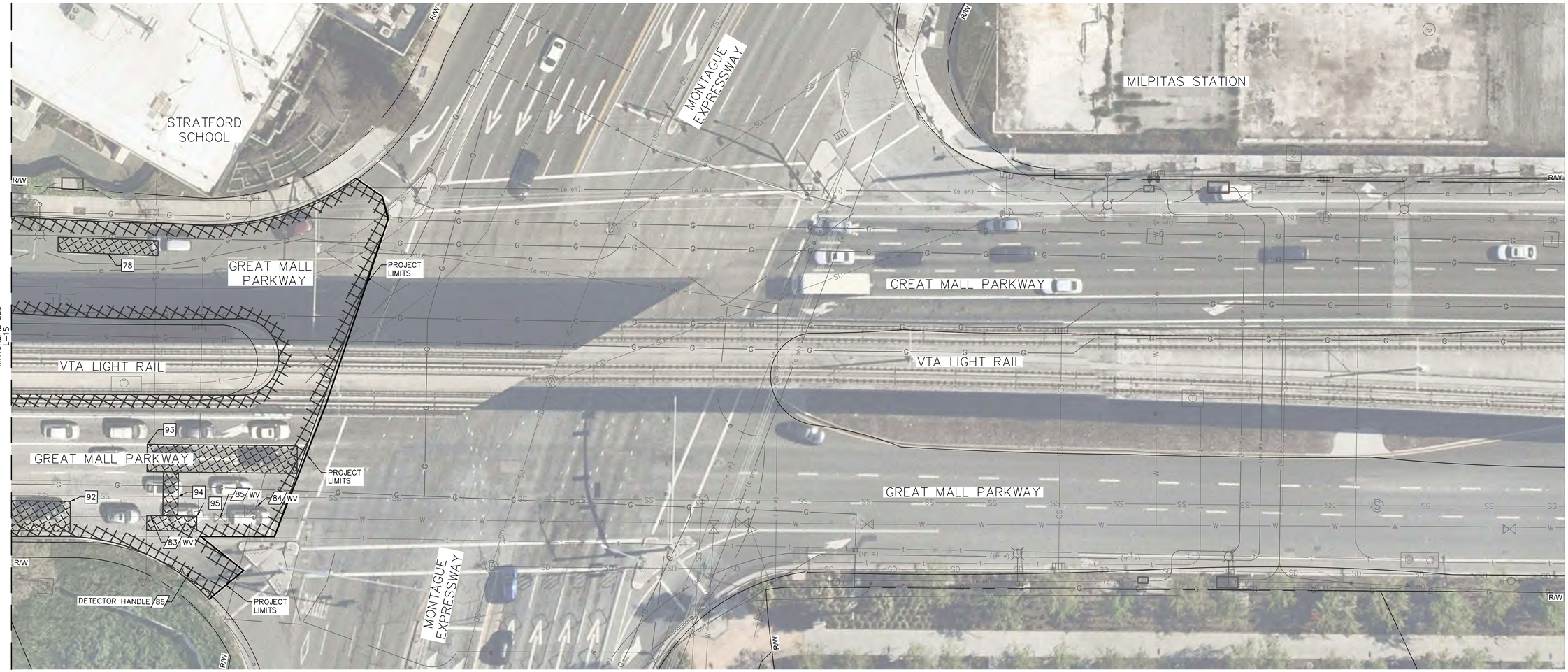
PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. L-15

SCALE: 1" = 40'

SHEET 39 OF 79

Alex.Gonzalez Oct 23, 2025 – 10:59am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\L-006.dwg



LEGEND

- (1) PROTECT IN PLACE
- (2) CONTRACTOR TO REMOVE CONCRETE TREE WELLS AND PROTECT-IN-PLACE VEGETATION. ADDITIONAL HARDSCAPE REMOVAL TO BE REMOVE AND REPLACE WITH SIDEWALK.
- (3) CONTRACTOR TO REMOVE AND DISPOSE EXISTING DETECTOR HANDHOLE AND PROTECT IN PLACE EXISTING LOOP CONDUIT TO PULLBOX.
- (A) CASE A CURB RAMP PER CALTRANS STD PLAN A88A
- (B) CASE B CURB RAMP PER CALTRANS STD PLAN A88A
- (C) CASE C CURB RAMP PER CALTRANS STD PLAN A88A

- (#) BASE REPAIR LOCATION
- (#) SIDEWALK REPAIR LOCATION
- (#) CONCRETE C&G REPAIR LOCATION
- (#) UTILITY STRUCTURE/BOX ADJUST TO GRADE LOCATION
- (#) MONUMENT PROTECT AND ADJUST COVER TO GRADE LOCATION
- (#) BRICK PAVER REMOVE AND REPLACE LOCATION
- (#) DRIVEWAY REPAIR LOCATION
- (#) UTILITY COVER REPLACEMENT LOCATION

- 3" BASE REPAIR (SEE NOTE 4) (2 CD-6)
- REMOVE BRICK PAVERS AND REPLACE IN-KIND
- 3" GRIND & 3" RUBBERIZED HMA OVERLAY (SEE NOTE 11) (3 CD-6)

- CONCRETE TO BE REMOVED AND REPLACED (SEE NOTES 3, 4, 7, 8)
- PROPERTY LINE / ROW
- CORING LOCATION (SEE SHEET GR-001)

- (E) PACIFIC BELL MH
- (E) SSMH
- (E) SDMH
- (E) SDDI
- (E) WV
- (E) FH
- (E) WM
- (E) BFP
- (E) SSCO
- (E) PRIVATE UTIL
- (E) CITY MON
- 676 (E) ADDRESS NO.
- (E) DETECTOR HANDLE

CONSTRUCTION NOTES:

1. THIS PLAN IS ACCURATE FOR PAVEMENT REHABILITATION 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. CRACK SEAL PER CITY STANDARDS AFTER GRIND, BEFORE ASPHALT OVERLAY.
12. BASE REPAIR SHALL OCCUR AFTER GRIND, BEFORE ASPHALT OVERLAY.
13. CONTRACTOR SHALL REMOVE ALL PAVEMENT BUTTONS PRIOR TO PAVEMENT TREATMENT.
14. CONTRACTOR SHALL CONFIRM CURB RAMP LAYOUT AND FIT WITH ENGINEER.
15. CONTRACTOR SHALL LAYOUT BASE REPAIR PER PLAN AND NOTIFY THE ENGINEER OR PROPOSED CHANGES. THE ENGINEER SHALL REVIEW AND APPROVE FIELD MARKINGS.
16. FOR STRIPING AND PAVEMENT MARKING LIMITS, SEE STRIPING PLAN.
17. REMOVE PARKSTRIP AND TREE WELLS TO LIMITS SHOWN. FOR AREAS AROUND EXISTING TREES, REMOVE 5' BY 5' TREE WELL AND REPLACE WITH NATIVE MATERIAL, BACKFILLED TO BE LEVEL WITH ADJACENT CURB AND SIDEWALK. FOR EXPOSED AGGREGATE PAVING, REMOVE AND REPLACE WITH CITY STANDARD SIDEWALK.
18. 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.
19. CONTRACTOR TO MAINTAIN A 3' BUFFER FROM EDGE OF GRIND AND OVERLAY LIMITS TO EDGE OF TRACK PANEL.
20. CONTRACTOR SHALL PROVIDE ASPHALT TEMPORARY TAPER FOR ALL CURB RAMPS FOLLOWING GRIND OPERATIONS.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG — 811 — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JOSE A. SILVA — No. C 78272 — 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

LAYOUT PLANS– SHEET 15 OF 17

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. L-16

SCALE: 1" = 40'

SHEET 40 OF 79

Alex.Gonzalez Oct 23, 2025 – 11:00am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\L-006.dwg

BASE REPAIR QUANTITY SUMMARY

LOCATION #	LENGTH (FT)	WIDTH (FT)	AREA (SF)	SHEET #
1	62	6	368	L–08
2	40	4	157	L–08
3	25	12	297	L–08
4	31	12	366	L–08
5	23	6	138	L–08
6	10	26	260	L–09
7	6	6	36	L–09
8	15	6	90	L–09
9	6	19	111	L–09
10	20	6	120	L–09
11	469	4	1883	L–08,L–09
12	26	6	152	L–09
13	6	27	162	L–09
14	6	18	105	L–09
15	6	26	156	L–09
16	6	41	243	L–09
17	38	6	228	L–002
18	75	6	448	L–003
19	20	18	311	L–10*
20	13	15	195	L–10
21	12	10	120	L–10
22	6	6	36	L–10
23	22	6	132	L–10
24	101	6	739	L–10
25	20	6	120	L–10
26	10	8	80	L–10
27	80	12	937	L–10
28	26	12	312	L–10
29	37	6	222	L–10
30	11	6	64	L–10
31	10	10	101	L–10
32	18	11	192	L–12
33	20	6	120	L–12
34	92	6	551	L–12
35	10	8	80	L–12
36	60	8	479	L–12
37	20	6	120	L–12
38	25	10	250	L–12
39	6	25	149	L–12
40	6	6	36	L–12
41	25	12	300	L–12
42	20	12	240	L–12
43	16	6	96	L–12
44	106	48	5385	L–11*
45	12	32	358	L–13*
46	67	12	804	L–13
47	24	6	144	L–13
48	10	20	201	L–13
49	45	9	386	L–13
50	6	6	36	L–13
51	19	28	551	L–13
52	20	22	424	L–13
53	43	10	432	L–13
54	55	10	550	L–14
55	48	8	384	L–14
56	33	12	400	L–14
57	22	8	176	L–14
58	12	29	342	L–14
59	15	6	91	L–14
60	50	8	400	L–14
61	25	6	150	L–14
62	59	8	472	L–14
63	8	6	48	L–14
64	46	38	1615	L–14*
65	40	12	480	L–14

BASE REPAIR QUANTITY SUMMARY

LOCATION #	LENGTH (FT)	WIDTH (FT)	AREA (SF)	SHEET #
66	15	14	210	L–14
67	8	24	192	L–14
68	42	12	504	L–15
69	6	43	261	L–15
70	8	12	123	L–15
71	18	8	144	L–15
72	6	10	60	L–15
73	6	16	96	L–15
74	47	10	470	L–15
75	112	14	1517	L–15
76	20	10	206	L–15
77	6	5	36	L–15
78	40	6	240	L–16
79	26	16	418	L–10
80	30	12	360	L–14
81	140	6	840	L–14
82	67	6	402	L–14
83	6	25	150	L–15
84	15	12	180	L–15
85	7	6	42	L–15
86	30	6	180	L–15
87	48	12	576	L–15
88	20	6	120	L–15
89	38	8	304	L–15
90	48	11	528	L–15
91	32	8	256	L–15
92	33	12	396	L–15, L–16
93	60	11	660	L–16
94	6	18	108	L–16
95	20	6	120	L–16
TOTAL			34830	
TOTAL WITH 10% CONTINGENCY			38313	

*NOTE:

LOCATIONS 19, 44, 45, AND 64 ARE A UNIQUE SHAPE, SEE PLANS FOR REFERENCE.
AREA CALCULATED IS BASED ON TRUE GEOMETRY.

SIDEWALK REPAIR

LOCATION #	LENGTH (FT)	WIDTH (FT)	AREA (SF)	SHEET #
1	11	6	66	L–12
2	5	10	50	L–13
3	8	47	373	L–09
4	8	42	336	L–09
5	9	20	208	L–10
TOTAL			1033	
TOTAL WITH 10% CONTINGENCY			1137	

CONCRETE C&G REPLACEMENT

LOCATION #	LENGTH (FT)	SHEET #
1	47	L–09
2	12	L–09
3	25	L–09
4	47	L–09
TOTAL	131	
TOTAL WITH 10% CONTINGENCY	145	

DRIVEWAY REPLACEMENT

LOCATION #	LENGTH (FT)	WIDTH (FT)	AREA (SF)	SHEET #
1	47	9	424	L–09
2	4	5	23	L–09
3	46	8	356	L–09
TOTAL			803	
TOTAL WITH 10% CONTINGENCY			884	

CURB RAMP REPLACEMENT

TYPE	QUANTITY
CASE A	6
CASE C	7
TOTAL	13

MONUMENT PROTECT AND ADJUST TO GRADE

SHEET #	QUANTITY
L–002	1
L–10	3
L–14	1
TOTAL	5

GRIND AND RUBBERIZED HMA OVERLAY

TYPE	AREA (SF)
3" GRIND AND 3" RUBBERIZED HMA OVERLAY	388847
TOTAL	388847
TOTAL WITH 10% CONTINGENCY	427732

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JOSE A. SILVA — No. C 78272 — 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

SUMMARY OF QUANTITIES – SHEET 2 OF 4

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. L–17

SCALE: NTS

SHEET 41 OF 79

Alex.Gonzalez Oct 23, 2025 – 2:41pm K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\L–SUMMARY OF QUANTITIES.dwg

UTILITY STRUCTURE ADJUST TO GRADE

LOCATION #	UTILITY TYPE	DRAWING #
1	WV	L–08
2	SDMH	L–09
3	SSMH	L–09
4	WV	L–09
5	WV	L–09
6	SDMH	L–09
7	WV	L–09
8	WV	L–09
9	WV	L–09
10	WV	L–09
11	SDMH	L–09
12	SSMH	L–09
13	WV	L–09
14	WV	L–09
15	WV	L–10
16	WV	L–10
17	WV	L–10
18	WV	L–10
19	WV	L–10
20	WV	L–10
21	SDMH	L–10
22	SSMH	L–10
23	WV	L–10
24	WV	L–10
25	SDMH	L–10
26	SDMH	L–10
27	SDMH	L–10
28	WV	L–12
29	SDMH	L–12
30	WV	L–12
31	WV	L–11
32	WV	L–13
33	WV	L–13
34	WV	L–13
35	SSMH	L–13
36	SSMH	L–13
37	SSMH	L–13
38	WV	L–13
39	SDMH	L–13
40	SDMH	L–13
41	SSMH	L–13
42	WV	L–14
43	SDDI	L–14
44	WV	L–14
45	WV	L–14
46	WV	L–14
47	WV	L–14
48	WV	L–14
49	SSMH	L–14
51	SSMH	L–14
52	SDMH	L–14
53	SDMH	L–09
54	WV	L–09
55	DETECTION BOX	L–12
56	DETECTION BOX	L–14
57	SDMH	L–14
59	WV	L–09
60	WV	L–09

UTILITY STRUCTURE ADJUST TO GRADE

LOCATION #	UTILITY TYPE	DRAWING #
61	WV	L–09
63	WV	L–10
64	SSMH	L–10
65	WV	L–13
66	WV	L–13
69	SSMH	L–13
70	WV	L–14
71	WV	L–14
72	WV	L–14
73	SSMH	L–14
74	SSMH	L–14
75	WV	L–14
76	WV	L–14
77	WV	L–15
78	WV	L–15
79	WV	L–15
80	SSMH	L–15
81	SSMH	L–15
82	WV	L–15
83	WV	L–16
84	WV	L–16
85	WV	L–16
86	DETECTION BOX	L–16
SUBTOTALS		
WV	49	
SSMH	15	
SDMH	13	
SDDI	1	
DETECTION BOX	2	
TOTAL		
ALL	80	

CONTACT 811 BEFORE YOU DIG
811
SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
BRIAN A. SILVA
No. C 78272
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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
△			

CITY OF MILPITAS
CALIFORNIA
INCORPORATED
JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

SUMMARY OF QUANTITIES – SHEET 3 OF 4

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

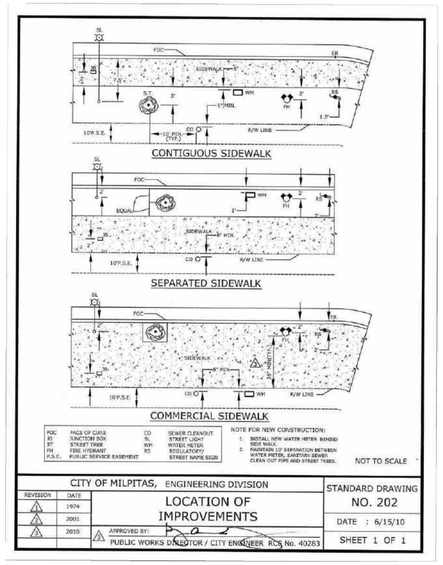
Rec. Dwg No. L–18

SCALE: NTS

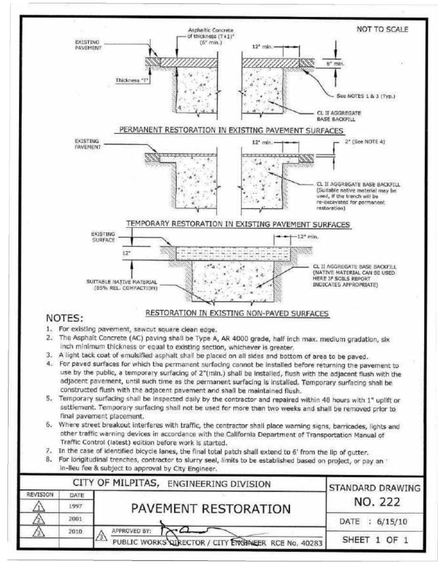
SHEET 42 OF 79

Juliana.Chen Oct 14, 2025 – 10:17am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\L–SUMMARY OF QUANTITIES.dwg

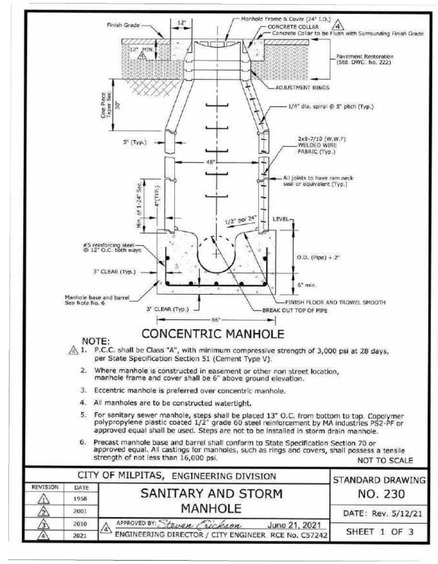
NOTE: DETAILS PROVIDED ARE FOR TYPICAL INSTALLATION AND MAY NOT REPRESENT EXISTING CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING EXISTING CONDITIONS PRIOR TO WORK.



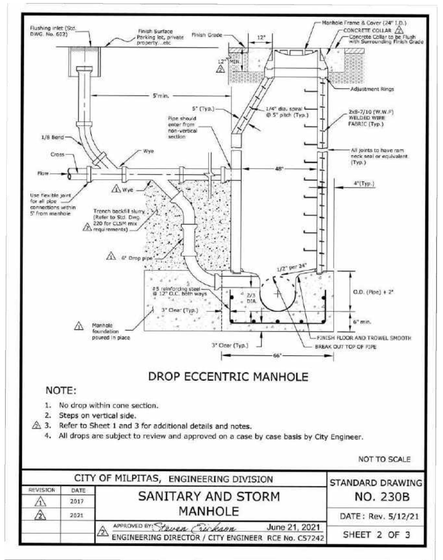
1 – LOCATION OF IMPROVEMENTS
NTS



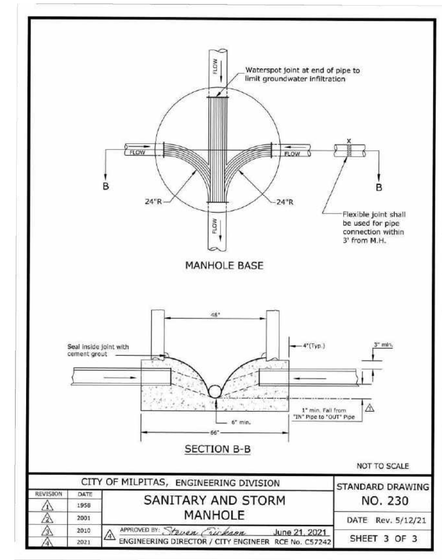
2 – PAVEMENT RESTORATION
NTS



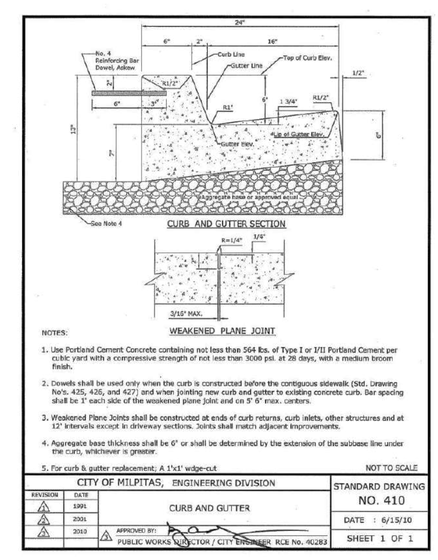
3A – SANITARY AND STORM MANHOLE DETAILS - PAGE 1
NTS



3B – SANITARY AND STORM MANHOLE DETAILS - PAGE 2
NTS



3C – SANITARY AND STORM MANHOLE DETAILS - PAGE 3
NTS



4 – CURB & GUTTER DETAILS
NTS

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — R.E.A. SUROMI — No. C 18272 — 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

CONSTRUCTION DETAIL SHEETS – SHEET 4 OF 11

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

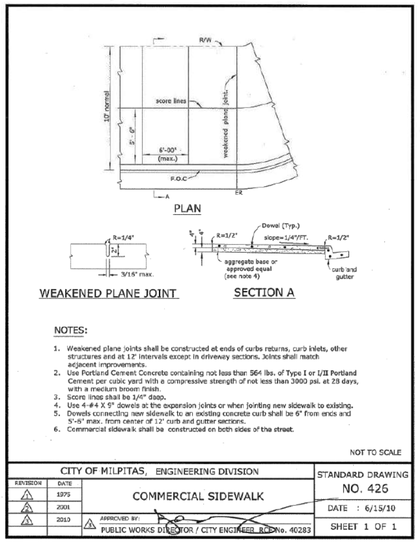
Rec. Dwg No. CD-04

SCALE: NTS

SHEET 43 OF 79

CONTACT 811 BEFORE YOU DIG — 811 — SAFE DIGGING PARTNER

Juliana.Chen Oct 14, 2025 – 10:18am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\CD-001.dwg



NOTES:

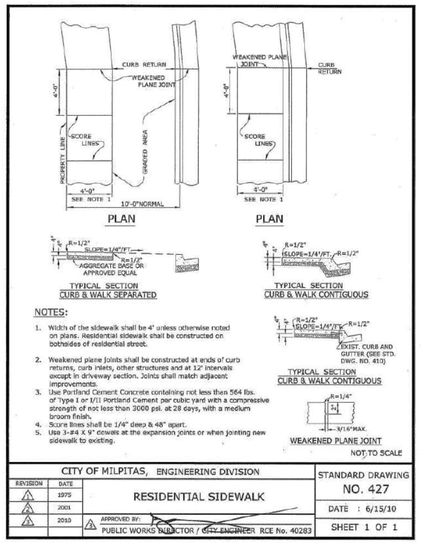
1. Weakened plane joints shall be constructed at ends of curbs returns, curb inlets, other structures and at 12' intervals except in driveway sections. Joints shall match adjacent improvements.
2. Use Portland Cement Concrete containing not less than 564 lbs. of Type I or I/II Portland Cement per cubic yard with a compressive strength of not less than 3000 psi. at 28 days, with a medium broom finish.
3. Score lines shall be 1/4" deep.
4. Use 4-#4 X 5' dowels at the expansion joints or when jointing new sidewalk to existing.
5. Dowels connecting new sidewalk to an existing concrete curb shall be 6" from ends and 5'-6" max. from center of 12' curb and gutter sections.
6. Commercial sidewalk shall be constructed on both sides of the street.

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			STANDARD DRAWING
REVISION	DATE	COMMERCIAL SIDEWALK	NO. 426
1	1975		
2	2001		DATE : 6/15/10
3	2010	APPROVED BY: PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	SHEET 1 OF 1

5 – COMMERCIAL SIDEWALK DETAILS

NTS



NOTES:

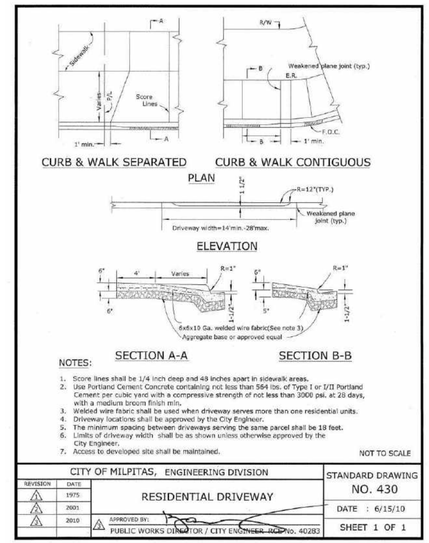
1. Width of the sidewalk shall be 4' unless otherwise noted on plans. Residential sidewalk shall be constructed on bothsides of residential street.
2. Weakened plane joints shall be constructed at ends of curb returns, curb inlets, other structures and at 12' intervals except in driveway section. Joints 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 5' dowels at the expansion joints or when jointing new sidewalk to existing.

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			STANDARD DRAWING
REVISION	DATE	RESIDENTIAL SIDEWALK	NO. 427
1	1975		
2	2001		DATE : 6/15/10
3	2010	APPROVED BY: PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	SHEET 1 OF 1

6 – RESIDENTIAL SIDEWALK DETAILS

NTS



NOTES:

1. Score lines shall be 1/4 inch deep and 48 inches apart in sidewalk areas.
2. 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 min.
3. Welded wire fabric shall be used when driveway serves more than one residential units.
4. Driveway locations shall be approved by the City Engineer.
5. The minimum spacing between driveways serving the same parcel shall be 18 feet.
6. Limits of driveway width shall be as shown unless otherwise approved by the City Engineer.
7. Access to developed site shall be maintained.

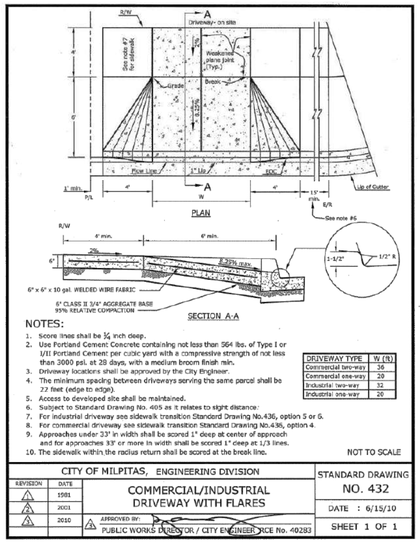
NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			STANDARD DRAWING
REVISION	DATE	RESIDENTIAL DRIVEWAY	NO. 430
1	1975		
2	2001		DATE : 6/15/10
3	2010	APPROVED BY: PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	SHEET 1 OF 1

7 – RESIDENTIAL DRIVEWAY

NTS

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. Score lines shall be ¼ inch deep.
2. 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 min.
3. Driveway locations shall be approved by the City Engineer.
4. The minimum spacing between driveways serving the same parcel shall be 22 feet (edge to edge).
5. Access to developed site shall be maintained.
6. Subject to Standard Drawing No. 405 as it relates to sight distance.
7. For industrial driveway see sidewalk transition Standard Drawing No.436, option 5 or 6.
8. For commercial driveway see sidewalk transition Standard Drawing No.436, option 4.
9. Approaches under 23' in width shall be scored 1" deep at center of approach and for approaches 33' or more in width shall be scored 1" deep at 1/3 lines.
10. The sidewalk within the radius return shall be scored at the break line.

DRIVEWAY TYPE	W (ft)
Commercial two-way	36
Commercial one-way	20
Industrial two-way	32
Industrial one-way	20

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			STANDARD DRAWING
REVISION	DATE	COMMERCIAL/INDUSTRIAL DRIVEWAY WITH FLARES	NO. 432
1	1981		
2	2001		DATE : 6/15/10
3	2010	APPROVED BY: PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	SHEET 1 OF 1

8 – COMMERCIAL DRIVEWAY WITH FLARES

NTS

CONTACT 811 BEFORE YOU DIG – SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER – BRIAN A. SILVA – No. C 78272 – 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

CONSTRUCTION DETAIL SHEETS – SHEET 5 OF 11

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

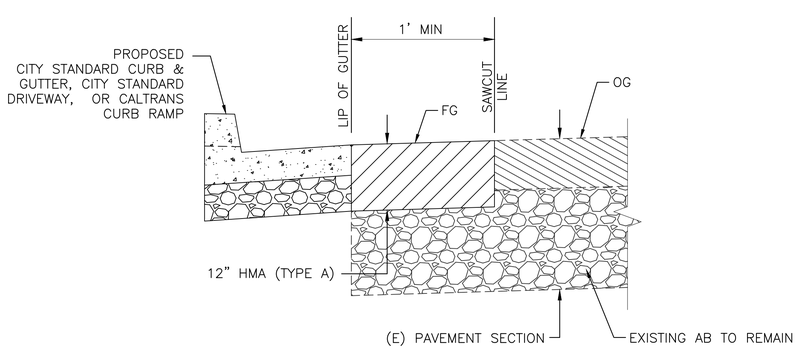
PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. CD-05

SCALE: NTS

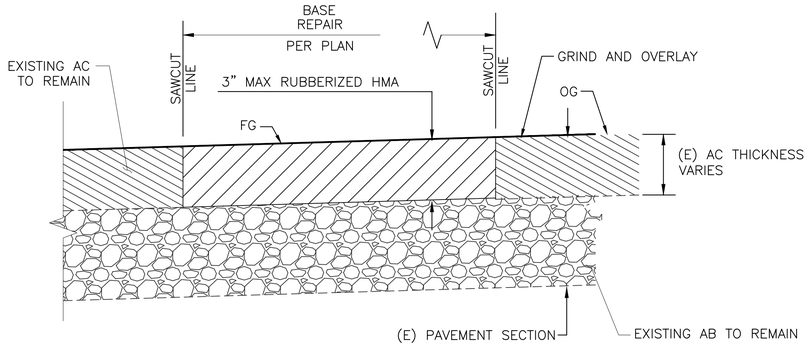
SHEET 44 OF 79

Juliana.Chen Oct 14, 2025 – 10:18am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\CD-001.dwg



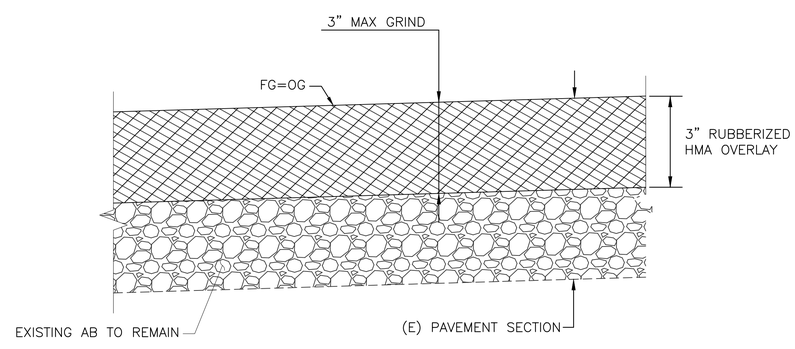
1 – CURB & GUTTER REPLACEMENT DETAIL

NTS



2 – GRIND AND RUBBERIZED HMA OVERLAY WITH BASE REPAIR

NTS



2 – 3" GRIND AND 3" RUBBERIZED HMA OVERLAY

NTS

Alex.Gonzalez Oct 23, 2025 - 2:41pm K:\sjc_trans\0973840010 - milpitas pr 2024\Design\sheets 2025\CD-001.dwg

CONTACT 811 BEFORE YOU DIG – SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER – R.C.E. SIGNATURE – No. C 78272 – 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS – CALIFORNIA – INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

CONSTRUCTION DETAIL SHEETS – SHEET 6 OF 11

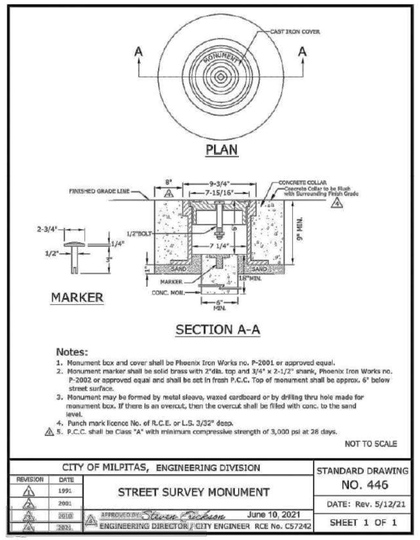
RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. CD-06

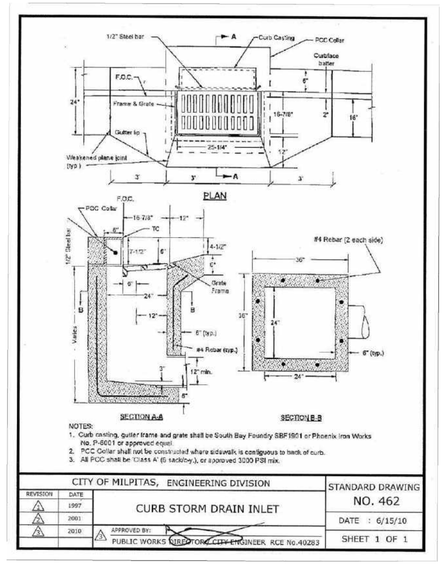
SCALE: NTS

SHEET 45 OF 79



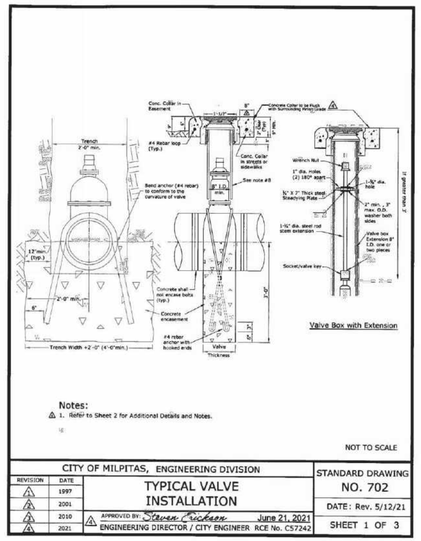
9 – SURVEY MONUMENT DETAILS

NTS



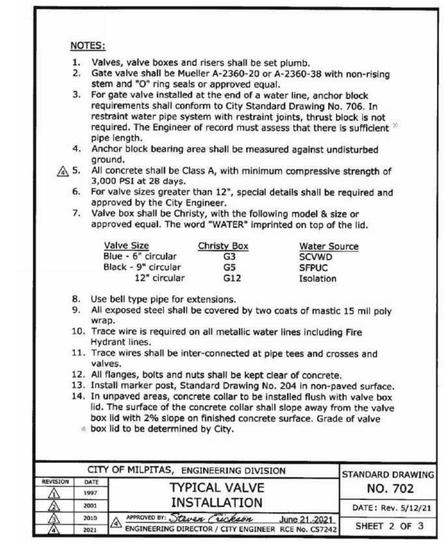
10 – CURB STORM DRAIN INLET

NTS



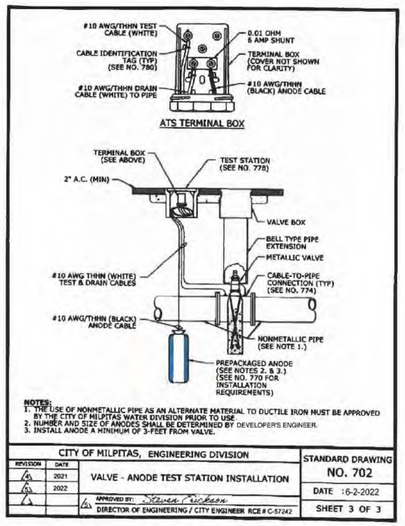
11A – VALVE DETAILS - PAGE 1

NTS



11B – VALVE DETAILS - PAGE 2

NTS



11C – VALVE DETAILS - PAGE 3

NTS

CONTACT 811 BEFORE YOU DIG – SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER – LYHAK A. EAM – No. C 78272 – 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)

CIP NO. 4283, 4300, 4304, 4305, 7118

CONSTRUCTION DETAIL SHEETS – SHEET 7 OF 11

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025

LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

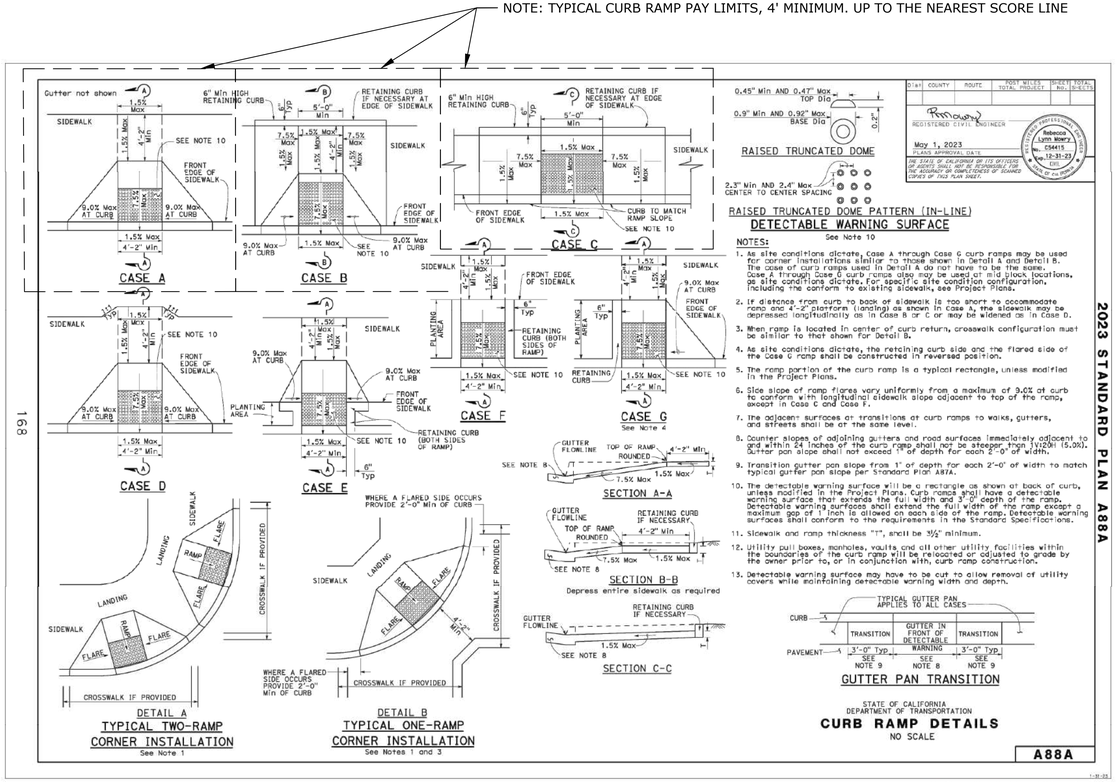
Rec. Dwg No. CD-07

SCALE: NTS

SHEET 46 OF 79

Juliana.Chen Oct 14, 2025 – 10:18am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\CD-001.dwg

NOTE: TYPICAL CURB RAMP PAY LIMITS, 4' MINIMUM. UP TO THE NEAREST SCORE LINE



NOTES:

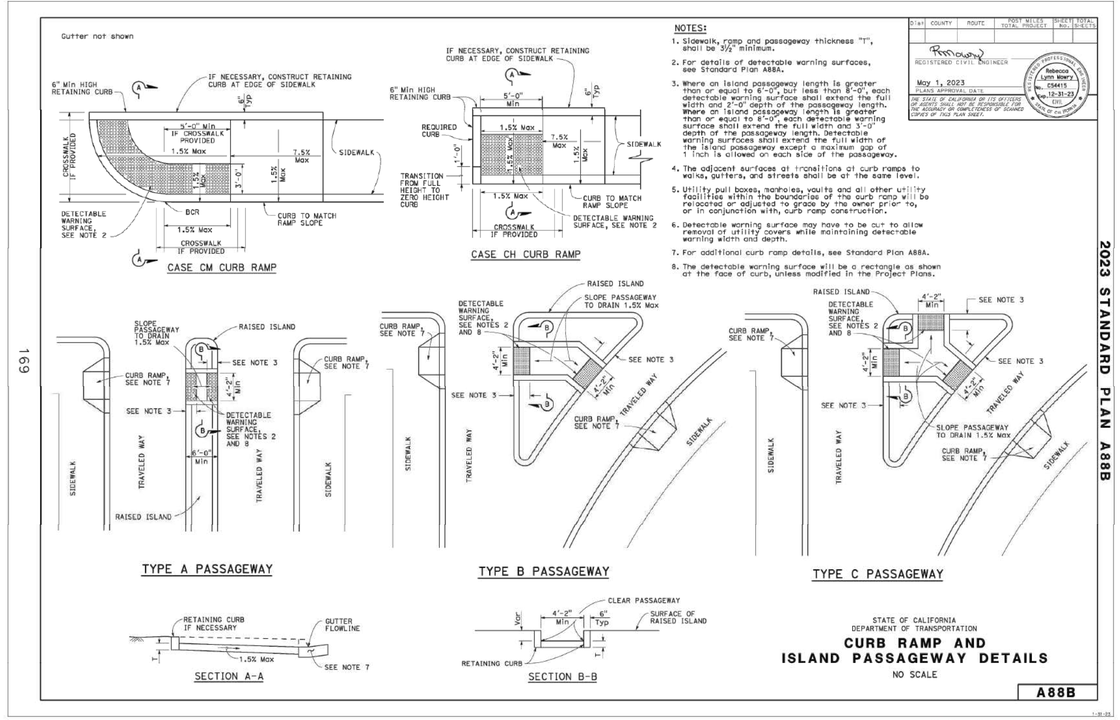
1. As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
4. As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
5. The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
6. Slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
7. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
8. Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 5V:2H (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
9. Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
10. The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
11. Sidewalk and ramp thickness "T", shall be 3½" minimum.
12. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
13. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

REGISTERED CIVIL ENGINEER
May 1, 2023
PLANS APPROVAL DATE
Rebecca Lynn Miner, C54415, Exp. 12-31-23, REGISTERED PROFESSIONAL ENGINEER, STATE OF CALIFORNIA
THE STATE OF CALIFORNIA OR ITS OFFICERS OR EMPLOYEES ASSUME NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

2023 STANDARD PLAN A88A

168



NOTES:

1. Sidewalk, ramp and passageway thickness "T", shall be 3½" minimum.
2. For details of detectable warning surfaces, see Standard Plan A88A.
3. Where an island passageway length is greater than or equal to 6'-0", but less than 8'-0", each detectable warning surface shall extend the full width and 2'-0" depth of the passageway length. Where an island passageway length is greater than or equal to 8'-0", each detectable warning surface shall extend the full width and 3'-0" depth of the passageway length. Detectable warning surfaces shall extend the full width of the island passageway except a maximum gap of 1 inch is allowed on each side of the passageway.
4. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
5. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
6. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.
7. For additional curb ramp details, see Standard Plan A88A.
8. The detectable warning surface will be a rectangle as shown at the face of curb, unless modified in the Project Plans.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

REGISTERED CIVIL ENGINEER
May 1, 2023
PLANS APPROVAL DATE
Rebecca Lynn Miner, C54415, Exp. 12-31-23, REGISTERED PROFESSIONAL ENGINEER, STATE OF CALIFORNIA
THE STATE OF CALIFORNIA OR ITS OFFICERS OR EMPLOYEES ASSUME NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

2023 STANDARD PLAN A88B

169

1 – CALTRANS STANDARD PLAN A88A
NTS

2 – CALTRANS STANDARD PLAN A88B
NTS

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER, LYHAK A. EAM, No. C 78272, 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

CONSTRUCTION DETAIL SHEETS – SHEET 8 OF 11

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. CD-08
SCALE: NTS
SHEET 47 OF 79

Juliana.Chen Oct 14, 2025 – 10:18am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\CD-005.dwg

SURVEY LEGEND

GENERAL		HARDSCAPE LINES	
CONTOUR WITH LABEL	51		BACK OF CURB
CONTROL POINT			FACE OF CURB
ELEVATION W/ DESCRIPTION	× 51.24 EP		FLOWLINE
NATURAL GROUND SPOT ELEVATION	× 51.2		LIP OF GUTTER
			SIDEWALK/CONCRETE

UTILITIES		MISCELLANEOUS LINES	
BOX		X X	FENCE, CHAIN-LINK (HEIGHT AND TYPE NOTED)
CATCH BASIN/CURB INLET			WALL (HEIGHT AND TYPE NOTED)
MARKER POST		UTILITY LINES	
METER		SD SD	STORM DRAIN
PEDESTAL			
STUB			
TRAFFIC SIGNAL			

SURVEY CONTROL

HORIZONTAL DATUM
NORTH AMERICAN DATUM OF 1983 (NAD83).

COORDINATE SYSTEM
COORDINATES SHOWN HEREON ARE GROUND AND BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE III.

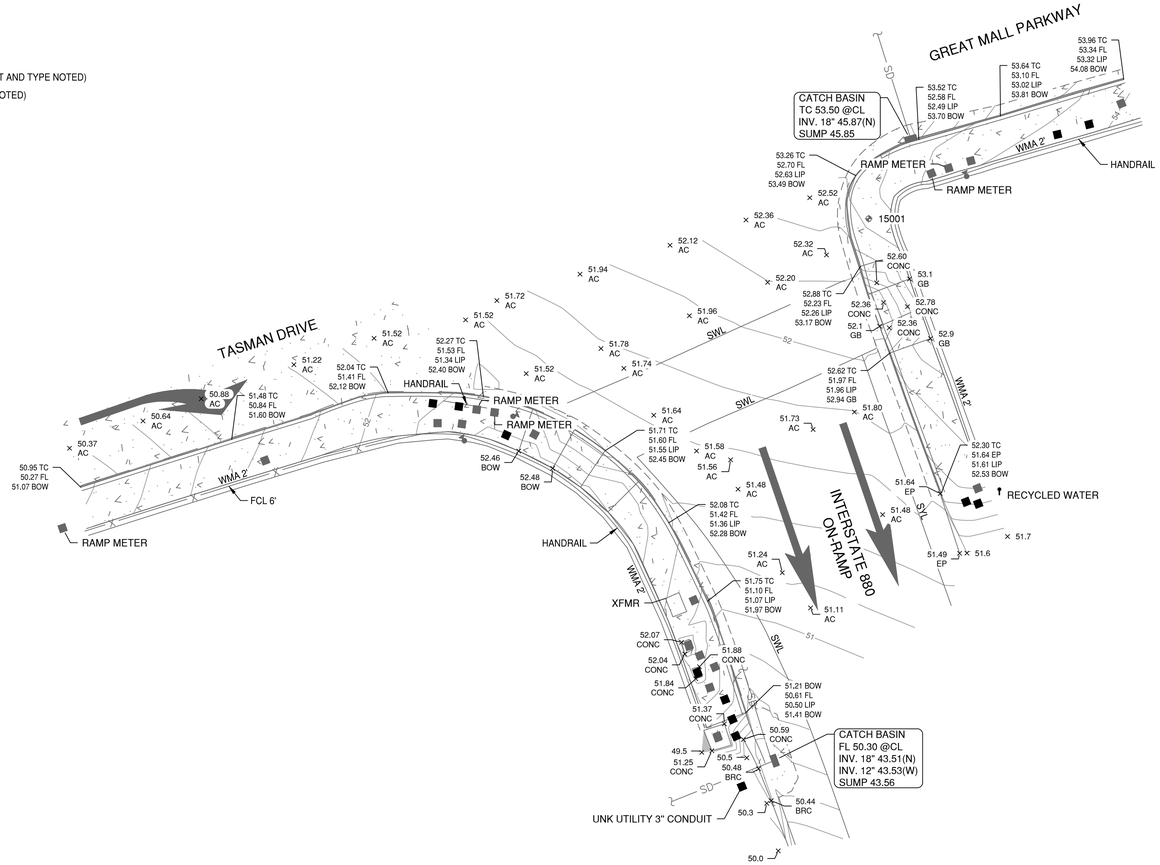
VERTICAL DATUM
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

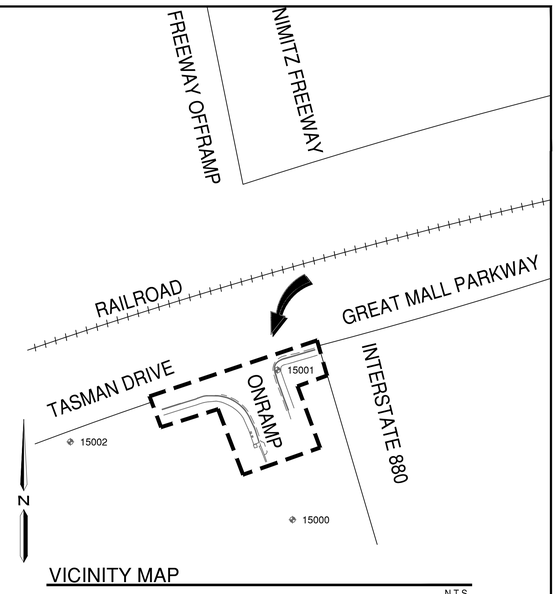
PROJECT BENCHMARK
SET CHISELED X, POINT# 15002, IN CONCRETE, LOCATED ALONG THE SOUTH SIDE OF TASMAN DRIVE, APPROXIMATELY 175' WEST OF THE INTERSTATE 880 ONRAMP, 89' WEST OF AN ELECTRIC RAMP METER, AND 62' WEST OF A STREET LIGHT.
ELEVATION = 48.15 FEET (NAVD88)

CONTROL POINT TABLE			
POINT	NORTHING	EASTING	DESCRIPTION
15000	1976590.58	6151220.17	SET MAG
15001	1976733.28	6151205.87	SET X
15002	1976664.81	6151008.44	SET X

SURVEY ABBREVIATIONS

AC	ASPHALT CONCRETE
BRC	BACK OF ROLLED CURB
CAB	CABINET (UTILITY)
CB	CATCH BASIN
CONC	CONCRETE
EP	EDGE OF PAVEMENT
FCL	FENCE, CHAIN LINK
FL	FLOWLINE
GB	GRADE BREAK
GS	GROUND SHOT (SPOT ELEVATION)
INV	INVERT ELEVATION (UTILITY)
LIP	LIP OF GUTTER
SWL	SOLID WHITE LINE (STRIPING)
SYL	SOLID YELLOW LINE (STRIPING)
TC	TOP OF CURB
UNK	UNKNOWN (UTILITY)
WMA	WALL, MASONRY
XFMR	TRANSFORMER (UTILITY)





VICINITY MAP
N.T.S.

SURVEY NOTES:

1. THE FIELD WORK FOR THIS SURVEY WAS CONDUCTED IN JULY 2023.
2. NO ATTEMPT WAS MADE TO IDENTIFY THE NATURE OF USE OF UNDERLYING LAND SHOWN HEREON. ANY POTENTIAL PAST USES, INCLUDING THOSE WHICH MAY HAVE RESULTED IN SIGNIFICANT ENVIRONMENTAL OR CULTURAL IMPACTS, WERE NOT ASSESSED BY THIS SURVEY.
3. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ON THIS SITE, IT IS ADVISED THAT ALL INVOLVED PARTIES REVIEW SECTION 8771 AND SECTION 8725 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE, AND SECTION 605 OF THE CALIFORNIA PENAL CODE TO ENSURE THAT MONUMENT CONSERVATION HAS BEEN PROPERLY ADDRESSED.
4. NOTHING ON THIS SURVEY SHALL BE INTERPRETED IN A MANNER CONTRARY TO THESE STATEMENTS.
5. PHYSICAL ITEMS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SURFACE-VISIBLE STRUCTURES, FACILITIES, AND FEATURES OBSERVED AT THE TIME OF THE FIELD SURVEY. SUBSURFACE OBJECTS, IF ANY, WERE NOT LOCATED BY THIS SURVEY.
6. NO BOUNDARY SURVEY WAS PERFORMED AS PART OF THIS SURVEY.

O'DELL ENGINEERING
1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

LICENSED LAND SURVEYOR
STEPHEN JOSEPH PYLE
No. 8385
STATE OF CALIFORNIA

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

15000

N
0 5 10 20
SCALE: 1" = 10'

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: AG Date: 11/15/24
Checked By: BS Date: 11/15/24
Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

CONSTRUCTION DETAIL SHEETS – SHEET 9 OF 11

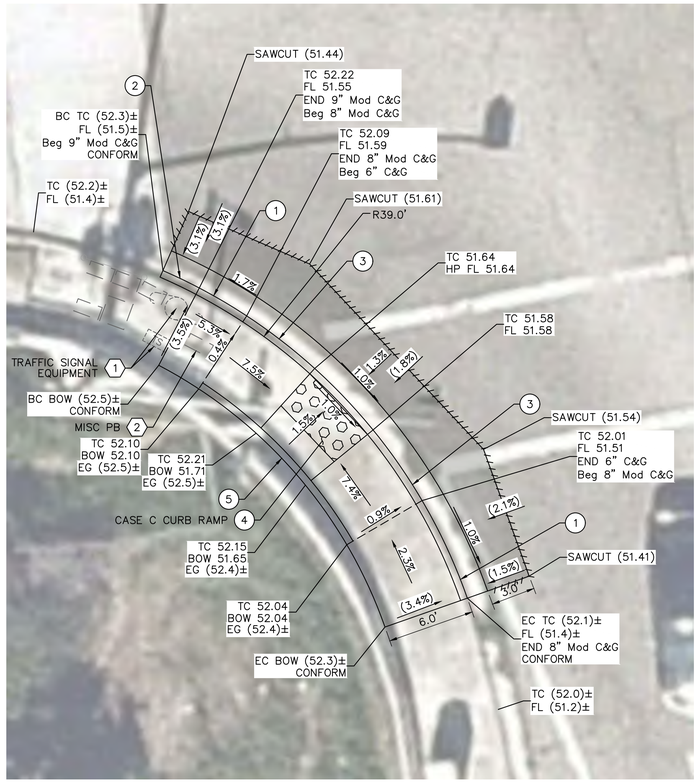
RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

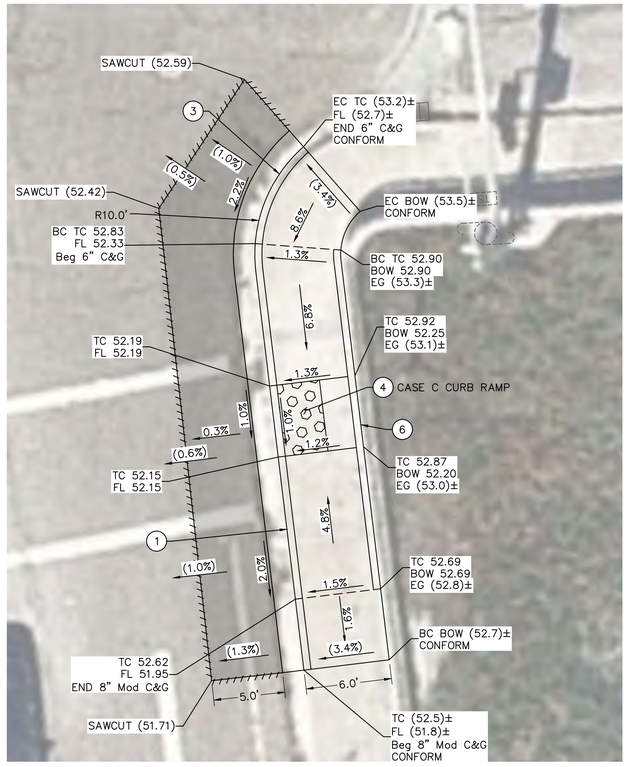
PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. CD–09
SCALE: 1" = 10'
SHEET 48 OF 79

Juliana.Chen Oct 14, 2025 – 10:18am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\42350-TP.dwg

GREAT MALL PKWY

SB 880 ON-RAMP





CONSTRUCTION NOTES

1. INSTALL 8" MODIFIED CURB AND GUTTER PER CITY OF MILPITAS STANDARD DETAIL NO. 410.
2. INSTALL 9" MODIFIED CURB AND GUTTER PER CITY OF MILPITAS STANDARD DETAIL NO. 410.
3. INSTALL 6" CURB AND GUTTER PER CITY OF MILPITAS STANDARD DETAIL NO. 410.
4. INSTALL CURB RAMP PER 2023 CALTRANS STANDARD DETAIL RSP A88A. CURB RAMP CASE NOTED PER PLANS.
5. INSTALL 6" A3 CURB PER 2023 CALTRANS STANDARD DETAIL RSP A87A.
6. INSTALL 8" A3 CURB PER 2023 CALTRANS STANDARD DETAIL RSP A87A.

DEMOLITION & UTILITY NOTES

1. PROTECT IN PLACE.
2. ADJUST TO GRADE.

LEGEND

- GRIND AND OVERLAY (3" DEPTH)
- PCC SIDEWALK
- DETECTABLE WARNING SURFACE
- SAWCUT
- (X.X%) EXISTING SLOPE
- (XX.X) EXISTING ELEVATION

NOTES

1. AT LOCATIONS WHERE R/W IS NOT IDENTIFIED, EXISTING BACK OF WALK SHALL BE ASSUMED AS RIGHT OF WAY LIMITS.
2. CONTRACTOR TO VERIFY ALL DEPTHS AND LOCATIONS OF UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY CITY ENGINEER OF ANY POTENTIAL CONFLICTS.
3. UNLESS OTHERWISE NOTED, PEDESTRIAN CURB RAMPS TO BE CONSTRUCTED PER CITY OF HOLLISTER STANDARD DETAIL A-9-1. GRADES TO CONFORM TO 2018 CALTRANS STD RSP A88A REQUIREMENTS.
4. EXISTING SURFACE EQUIPMENT (TRAFFIC SIGNAL POLES, BOXES, FIRE HYDRANTS, JOINT UTILITY POLES, etc.) TO REMAIN UNLESS OTHERWISE NOTED.
5. PRIOR TO REMOVING EXISTING SIDEWALK, CONTRACTOR MUST VERIFY LOCATIONS OF EXISTING PRIVATE IRRIGATION SYSTEMS THAT MAY BE IMPACTED BY CONSTRUCTION. CONTRACTOR TO PROTECT ALL EXISTING IRRIGATION IMPROVEMENTS IN PLACE DURING CONSTRUCTION. IMMEDIATELY NOTIFY THE ENGINEER OF ANY EXISTING IRRIGATION THAT MAY CONFLICT WITH THE WORK.
6. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING IMPROVEMENTS THAT ARE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS, INCLUDING THOSE NOT SPECIFICALLY REFERENCED IN THESE PLANS, UNLESS NOTED TO BE DONE BY OTHERS. OTHER THAN THE TEMPORARY REMOVAL OF LANDSCAPING, DO NOT REMOVE ANY IMPROVEMENTS BEHIND THE BACK OF SIDEWALK.
7. ALL UTILITY PIPES, DUCTS, BOXES, VAULTS, AND STRUCTURES SHALL BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED.
8. SEE PAVEMENT REHABILITATION AND STRIPING PLAN FOR CORRESPONDING DETAILS.
9. EXISTING SIDEWALK, CURB, AND GUTTER REMOVAL LIMITS AS SHOWN ON THESE PLANS ARE INTENDED TO BE LOCATED AT WEAKENED PLANE JOINT OR SCOREMARK. CONTRACTOR TO FIELD VERIFY AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO THE START OF CONSTRUCTION.
10. SAWCUT AND REMOVE PAVEMENT SECTION TO 12" DEPTH TO A NEAT LINE WITHOUT DAMAGING EXISTING AC OR CONCRETE THAT IS TO REMAIN IN PLACE. ANY DAMAGE TO THE ADJACENT SURFACE MATERIAL TO REMAIN MUST BE REPAIRED OR REPLACED TO A CONDITION SATISFACTORY TO THE ENGINEER AT THE CONTRACTOR'S EXPENSE.
11. CONTRACTOR TO MARK OUT LIMITS OF ALL IMPROVEMENTS AND VERIFY WITH CITY ENGINEER PRIOR TO BEGINNING CONSTRUCTION.
12. RESTORE LANDSCAPING BEHIND BACK OF SIDEWALK TO PRE-CONSTRUCTION CONDITION. AREAS OF GRASS SHALL BE REPLACED WITH SOD. REPAIR ANY DAMAGE TO PRIVATE IRRIGATION SYSTEMS.
13. ALL AREAS IDENTIFIED WITH NOTE 13 ARE CONFORM AREAS WITH A MAXIMUM 2% CROSS SLOPE AND MAXIMUM 5% RUNNING SLOPE.
14. CONTRACTOR IS RESPONSIBLE FOR LAYING OUT THOSE CURB RAMPS WHERE VERTICAL CONTROL IS NOT PROVIDED, AS NECESSARY TO CONSTRUCT AN ADA-COMPLIANT CURB RAMP THAT COMPLIES WITH THE STANDARD PLANS REFERENCED. THAT WORK IS PAID FOR AS LAYOUT CURB RAMP.
15. CONTRACTOR TO COORDINATE TEMPORARY IMPACTS TO PRIVATE PROPERTY WITH PROPERTY OWNERS. CONTACT PROPERTY OWNER A MINIMUM OF ONE WEEK AHEAD OF ANY TEMPORARY DISTURBANCE TO PRIVATE IMPROVEMENTS NECESSARY TO DO THE WORK. RESTORE ALL PRIVATE LANDSCAPING AND IMPROVEMENTS TO PRE-CONSTRUCTION STATE AT THE END OF CONSTRUCTION.
16. ALL AREAS IDENTIFIED WITH NOTE 16 ARE LANDING AREAS AND SHALL BE A MINIMUM DIMENSION OF 4' X 4' WITH A MAXIMUM SLOPE OF 1.5% IN ALL DIRECTIONS. UP TO 2% MAY BE USED WITH ADVANCE APPROVAL OF ENGINEER.
17. ALL RAMP CONFORMS CAN BE BACKFILLED WITH CLASS II AB AND COLD PATCH, THEN EXTEND THE COLD PLANE TO INCLUDE LIMITS OF THE CONFORMS

NORTH

GRAPHIC SCALE IN FEET
0 2.5 5 10

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
No. C 78272
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: AG Date: 11/15/24
Checked By: BS Date: 11/15/24
Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
△			

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

CONSTRUCTION DETAILS – SHEET 10 OF 11

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. CD–10
SCALE: 1" = 5'
SHEET 49 OF 79

Juliana.Chen Oct 14, 2025 – 10:19am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\CD-007.dwg

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 cloths 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 Manual 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 from 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 pavement, 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 harmful 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.

CONTACT 811 BEFORE YOU DIG — 811 — SAFE DIGGING PARTNER

CITY OF MILPITAS
CALIFORNIA
JANUARY 26, 1954

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 from 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 trash.
- ☐ 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 1-1-4.09-1 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

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JULIANA M. SILVA — No. C 78272 — 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
CALIFORNIA
JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

CONSTRUCTION DETAIL SHEETS – SHEET 11 OF 11

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

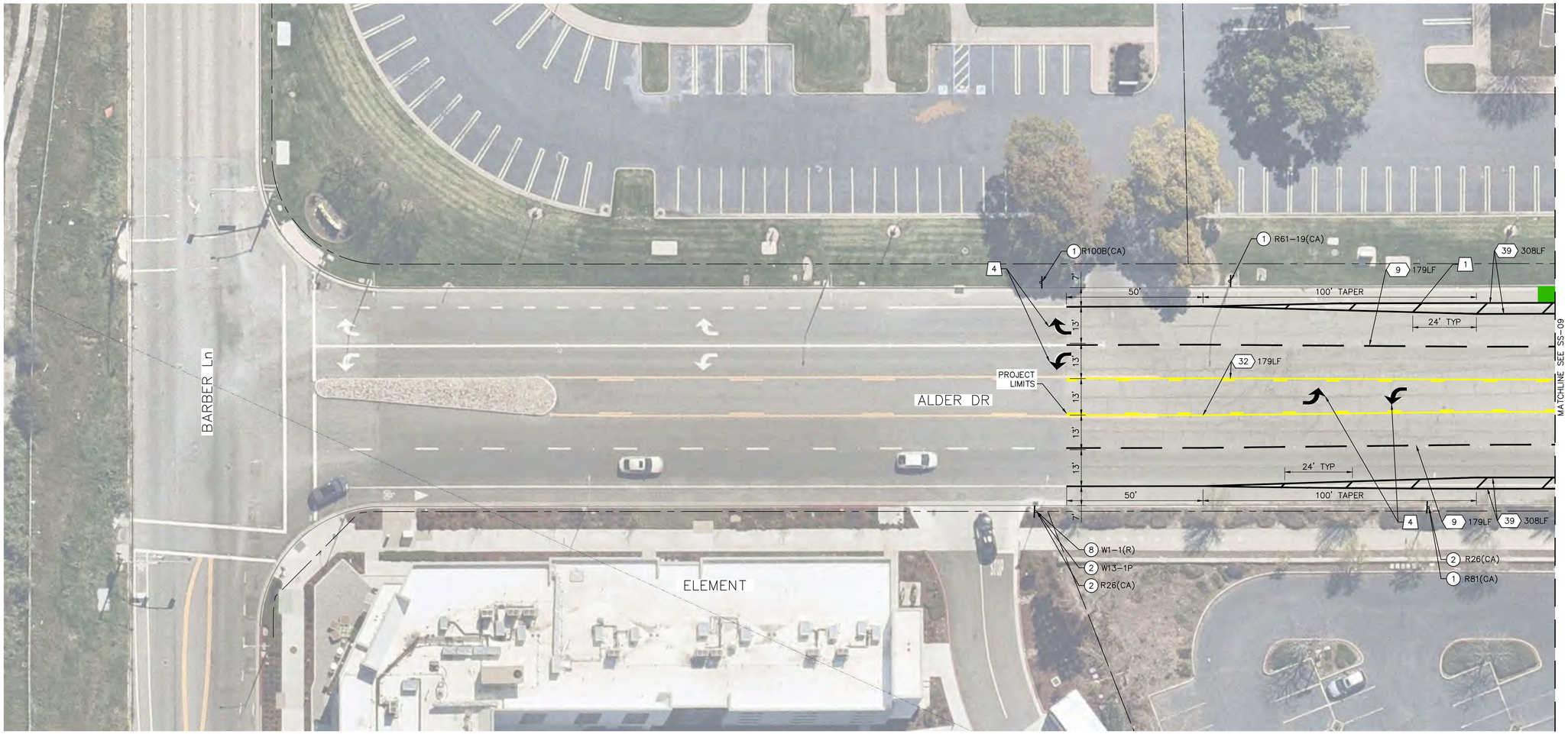
PROJECT NO.
4283, 4300, 4304, 4305, 7118

Rec. Dwg No.
CD-11

SCALE:
NTS

SHEET 50 OF 79

Juliana.Chen Oct 14, 2025 – 10:20am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\CD-005.dwg



LEGEND

- CHANGE IN PAVEMENT DELINEATION DETAIL
- BIKE LANE SYMBOL WITH ARROW
- PROPERTY LINE / ROW
- RAILROAD CROSSING SYMBOL
- BIKE DETECTOR SYMBOL

(1) PROTECT IN PLACE
(2) REMOVE AND REPLACE SIGN ON EXIST POST/POLE
(3) INSTALL NEW SIGN AND POST
(4) REMOVE SIGN
(5) REMOVE SIGN AND POST
(6) REMOVE POST
(7) REMOVE SIGN PRIOR TO PAVEMENT WORK. REPLACE AFTER WORK IS COMPLETE.
(8) INSTALL NEW SIGN ON EXIST POST/POLE.

[1] TRAFFIC LINE (12" WHITE DIAGONAL @ 45 DEGREE)
[2] TRAFFIC LINE (12" WHITE CROSS WALK LINE)
[3] TRAFFIC LINE (24" WHITE CROSSWALK LADDER LINE)
[4] CALTRANS TYPE IV ARROW (SEE A24A)
[5] CALTRANS TYPE III ARROW (SEE A24B)
[6] BIKE LANE SYMBOL WITH ARROW
[7] CALTRANS RAILROAD CROSSING SYMBOL
[8] TRAFFIC LINE (24" WHITE)
[9] GREEN PAVEMENT MARKING
[10] CALTRANS KEEP CLEAR MARKING (SEE A24E)
[11] CALTRANS STOP MARKING (SEE A24D)
[12] TRAFFIC CHEVRON
[13] CALTRANS TYPE II ARROW (SEE A24B)
[14] CALTRANS TYPE I ARROW (SEE A24A)
[15] CALTRANS TYPE VII ARROW (SEE A24A)
[16] RED PAVEMENT MARKING
[17] CALTRANS BUS LANE MARKING (SEE A24E)
[18] TRAFFIC LINE (24" WHITE CROSSWALK LINE)
[19] INSTALL TYPE R MARKERS PER NOTE 1 ON CALTRANS A24G.

(XX) INSTALL CALTRANS STRIPING DETAIL PER CALTRANS STANDARD PLANS A20A, A20B, A20C, A20D, AND A24A. STRIPING DETAIL TYPE NOTED ON PLAN.

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. LIMIT LINE TO BE 5' FROM CROSSWALK STRIPING, UNLESS OTHERWISE DIMENSIONED.
7. STOP PAVEMENT MARKING TO BE 8' FROM LIMIT LINE, UNLESS OTHERWISE DIMENSIONED.
8. CONTRACTOR IS RESPONSIBLE FOR ENSURING SIGN FOUNDATIONS DO NOT CONFLICT WITH EXISTING UNDERGROUND UTILITY STRUCTURES.
9. FOR ALL CONCRETE BRIDGE DECK STRIPING, USE CONTRAST STRIPE PER CALTRANS A20E OPTION 2 FOR LANE LINES.
10. SPECIAL PRIMER IS REQUIRED FOR GREEN PAVEMENT MARKING ON CONCRETE BRIDGE DECK.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — BRIAN A. SUMMERS — No. C 78272 — 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: AG Date: 11/15/24
Checked By: BS Date: 11/15/24
Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

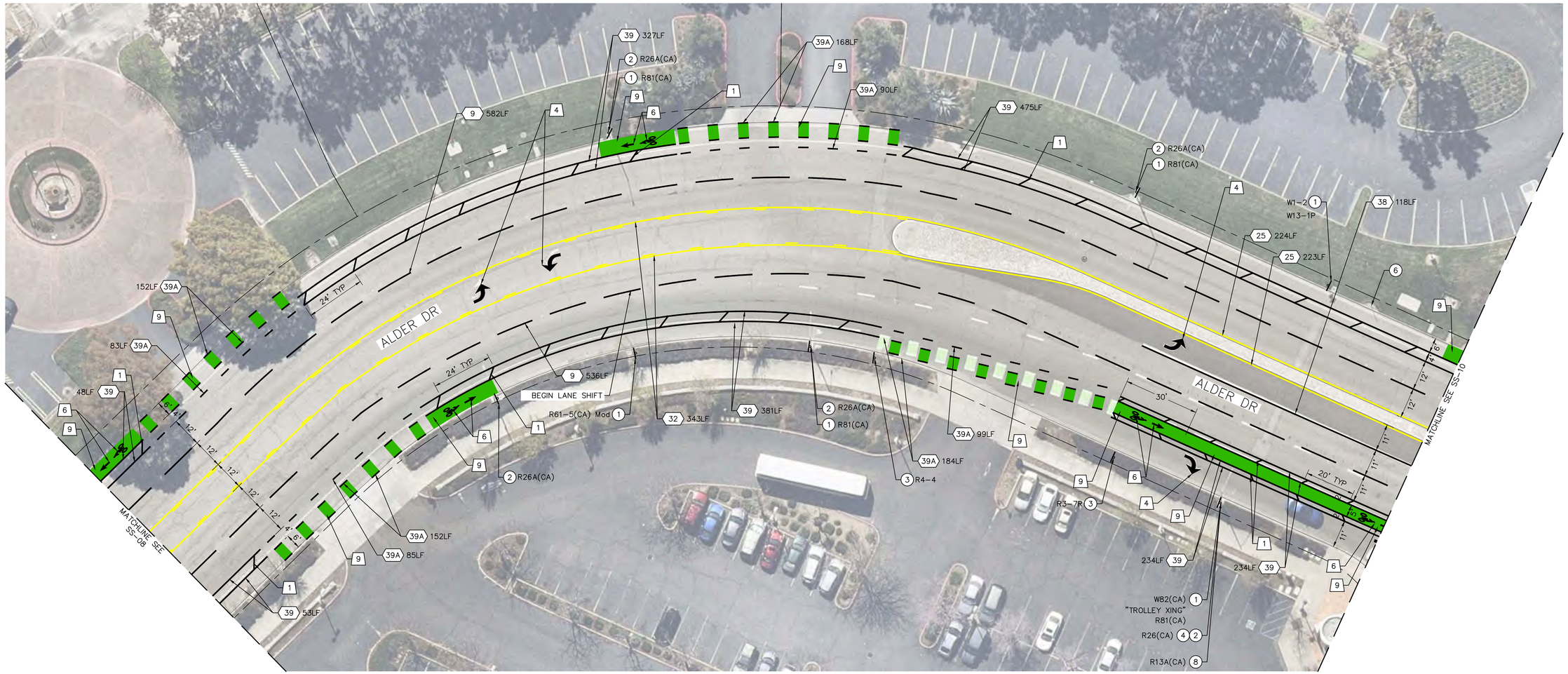
STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING PLANS – SHEET 7 OF 17

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. SS-08
SCALE: 1" = 40'
SHEET 51 OF 79

Juliana.Chen Oct 14, 2025 – 10:20am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\SM-001.dwg



LEGEND

- CHANGE IN PAVEMENT DELINEATION DETAIL
- BIKE LANE SYMBOL WITH ARROW
- PROPERTY LINE / ROW
- RAILROAD CROSSING SYMBOL
- BIKE DETECTOR SYMBOL

1. PROTECT IN PLACE
2. REMOVE AND REPLACE SIGN ON EXIST POST/POLE
3. INSTALL NEW SIGN AND POST
4. REMOVE SIGN
5. REMOVE SIGN AND POST
6. REMOVE POST
7. REMOVE SIGN PRIOR TO PAVEMENT WORK. REPLACE AFTER WORK IS COMPLETE.
8. INSTALL NEW SIGN ON EXIST POST/POLE.

1. TRAFFIC LINE (12" WHITE DIAGONAL @ 45 DEGREE)
2. TRAFFIC LINE (12" WHITE CROSS WALK LINE)
3. TRAFFIC LINE (24" WHITE CROSSWALK LADDER LINE)
4. CALTRANS TYPE IV ARROW (SEE A24A)
5. CALTRANS TYPE III ARROW (SEE A24B)
6. BIKE LANE SYMBOL WITH ARROW
7. CALTRANS RAILROAD CROSSING SYMBOL
8. TRAFFIC LINE (24" WHITE)

9. GREEN PAVEMENT MARKING
10. CALTRANS KEEP CLEAR MARKING (SEE A24E)
11. CALTRANS STOP MARKING (SEE A24D)
12. TRAFFIC CHEVRON
13. CALTRANS TYPE II ARROW (SEE A24B)
14. CALTRANS TYPE I ARROW (SEE A24A)
15. CALTRANS TYPE VII ARROW (SEE A24A)
16. RED PAVEMENT MARKING
17. CALTRANS BUS LANE MARKING (SEE A24E)

18. TRAFFIC LINE (24" WHITE CROSSWALK LINE)
19. INSTALL TYPE R MARKERS PER NOTE 1 ON CALTRANS A24G.

XX. INSTALL CALTRANS STRIPING DETAIL PER CALTRANS STANDARD PLANS A20A, A20B, A20C, A20D, AND A24A, STRIPING DETAIL TYPE NOTED ON PLAN.

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. LIMIT LINE TO BE 5' FROM CROSSWALK STRIPING, UNLESS OTHERWISE DIMENSIONED.
7. STOP PAVEMENT MARKING TO BE 8' FROM LIMIT LINE, UNLESS OTHERWISE DIMENSIONED.
8. CONTRACTOR IS RESPONSIBLE FOR ENSURING SIGN FOUNDATIONS DO NOT CONFLICT WITH EXISTING UNDERGROUND UTILITY STRUCTURES.
9. FOR ALL CONCRETE BRIDGE DECK STRIPING, USE CONTRAST STRIPE PER CALTRANS A20E OPTION 2 FOR LANE LINES.
10. SPECIAL PRIMER IS REQUIRED FOR GREEN PAVEMENT MARKING ON CONCRETE BRIDGE DECK.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JUE A. SIU — No. C 78272 — 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

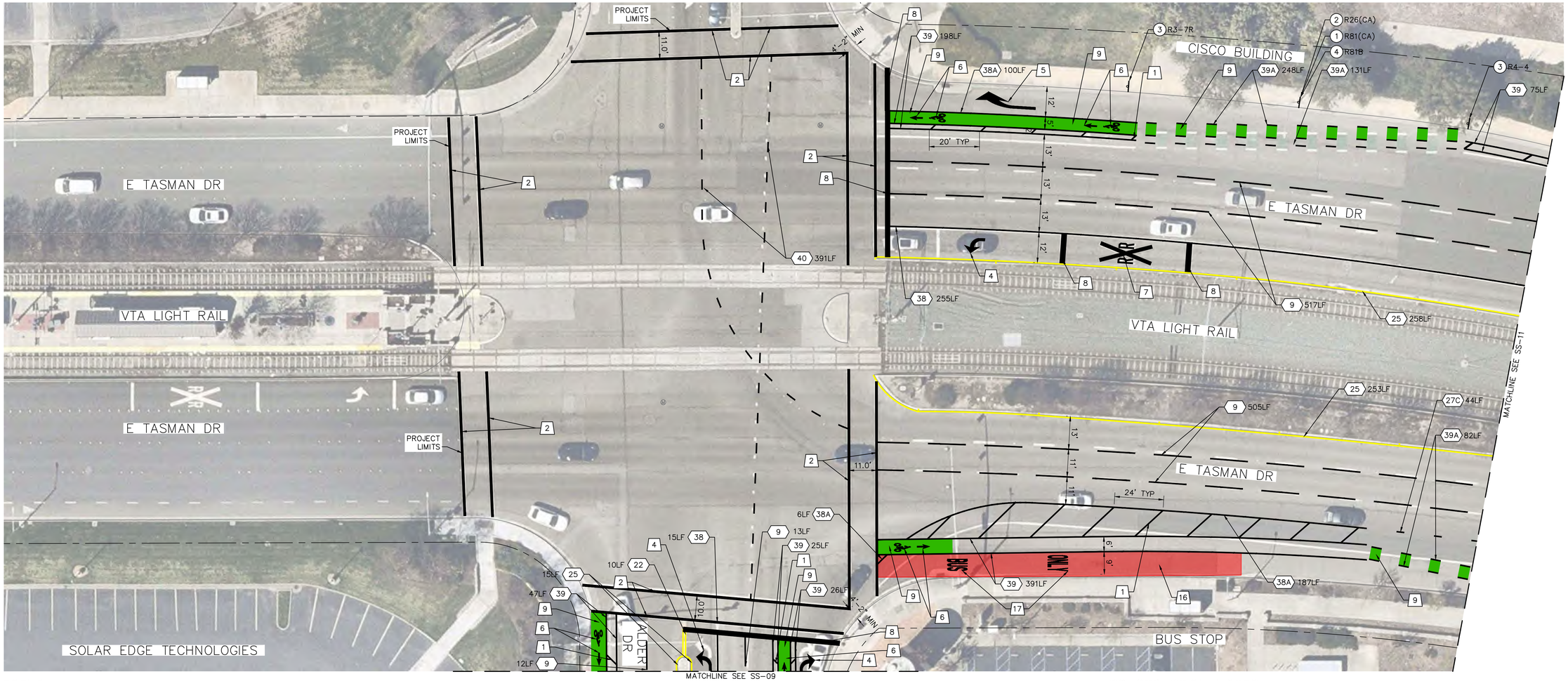
STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING PLANS – SHEET 8 OF 17

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. SS-09
SCALE: 1" = 40'
SHEET 52 OF 79

Juliana.Chen Oct 14, 2025 – 10:21am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\SM-001.dwg



LEGEND

- CHANGE IN PAVEMENT DELINEATION DETAIL
- BIKE LANE SYMBOL WITH ARROW
- PROPERTY LINE / ROW
- RAILROAD CROSSING SYMBOL
- BIKE DETECTOR SYMBOL

(1) PROTECT IN PLACE
(2) REMOVE AND REPLACE SIGN ON EXIST POST/POLE
(3) INSTALL NEW SIGN AND POST
(4) REMOVE SIGN
(5) REMOVE SIGN AND POST
(6) REMOVE POST
(7) REMOVE SIGN PRIOR TO PAVEMENT WORK. REPLACE AFTER WORK IS COMPLETE.
(8) INSTALL NEW SIGN ON EXIST POST/POLE.

[1] TRAFFIC LINE (12" WHITE DIAGONAL @ 45 DEGREE)
[2] TRAFFIC LINE (12" WHITE CROSS WALK LINE)
[3] TRAFFIC LINE (24" WHITE CROSSWALK LADDER LINE)
[4] CALTRANS TYPE IV ARROW (SEE A24A)
[5] CALTRANS TYPE III ARROW (SEE A24B)
[6] BIKE LANE SYMBOL WITH ARROW
[7] CALTRANS RAILROAD CROSSING SYMBOL
[8] TRAFFIC LINE (24" WHITE)

[9] GREEN PAVEMENT MARKING
[10] CALTRANS KEEP CLEAR MARKING (SEE A24E)
[11] CALTRANS STOP MARKING (SEE A24D)
[12] TRAFFIC CHEVRON
[13] CALTRANS TYPE II ARROW (SEE A24B)
[14] CALTRANS TYPE I ARROW (SEE A24A)
[15] CALTRANS TYPE VII ARROW (SEE A24A)
[16] RED PAVEMENT MARKING
[17] CALTRANS BUS LANE MARKING (SEE A24E)

[18] TRAFFIC LINE (24" WHITE CROSSWALK LINE)
[19] INSTALL TYPE R MARKERS PER NOTE 1 ON CALTRANS A24G.

(XX) INSTALL CALTRANS STRIPING DETAIL PER CALTRANS STANDARD PLANS A20A, A20B, A20C, A20D, AND A24A. STRIPING DETAIL TYPE NOTED ON PLAN.

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. LIMIT LINE TO BE 5' FROM CROSSWALK STRIPING, UNLESS OTHERWISE DIMENSIONED.
7. STOP PAVEMENT MARKING TO BE 8' FROM LIMIT LINE, UNLESS OTHERWISE DIMENSIONED.
8. CONTRACTOR IS RESPONSIBLE FOR ENSURING SIGN FOUNDATIONS DO NOT CONFLICT WITH EXISTING UNDERGROUND UTILITY STRUCTURES.
9. FOR ALL CONCRETE BRIDGE DECK STRIPING, USE CONTRAST STRIPE PER CALTRANS A20E OPTION 2 FOR LANE LINES.
10. SPECIAL PRIMER IS REQUIRED FOR GREEN PAVEMENT MARKING ON CONCRETE BRIDGE DECK.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — BEA SILVA — No. C 78272 — 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: _____ Reg. No. _____

Drawn By: AG Date: 11/15/24
Checked By: BS Date: 11/15/24
Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

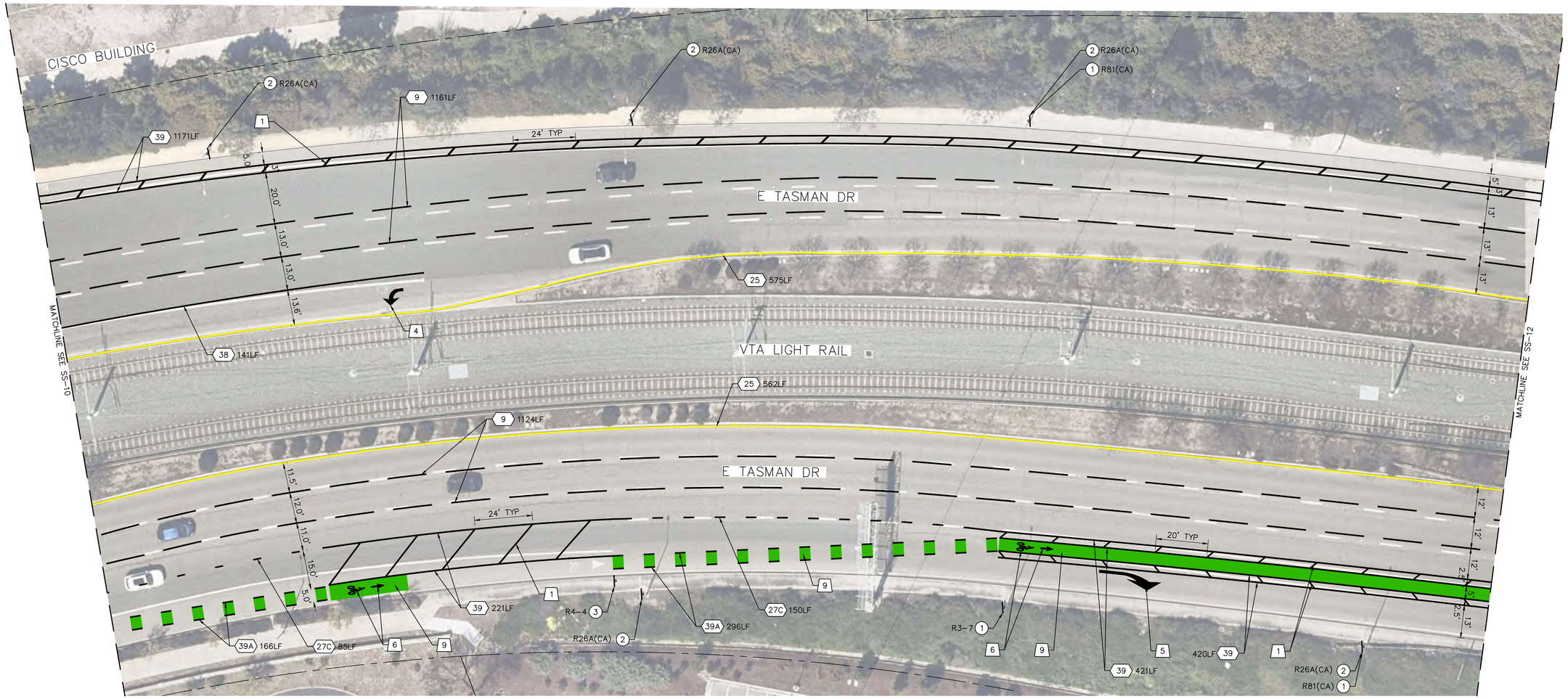
STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING PLAN SHEETS – SHEET 9 OF 17

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. SS-10
SCALE: 1" = 40'
SHEET 53 OF 79

Oct 14, 2025 - 10:21am K:\sjc_trans\0973840\0 - milpitas pr 2024\Design\sheets 2025\SM-001.dwg
Juliana.Chen



LEGEND

- CHANGE IN PAVEMENT DELINEATION DETAIL
- BIKE LANE SYMBOL WITH ARROW
- PROPERTY LINE / ROW
- RAILROAD CROSSING SYMBOL
- BIKE DETECTOR SYMBOL

(1) PROTECT IN PLACE
(2) REMOVE AND REPLACE SIGN ON EXIST POST/POLE
(3) INSTALL NEW SIGN AND POST
(4) REMOVE SIGN
(5) REMOVE SIGN AND POST
(6) REMOVE POST
(7) REMOVE SIGN PRIOR TO PAVEMENT WORK. REPLACE AFTER WORK IS COMPLETE.
(8) INSTALL NEW SIGN ON EXIST POST/POLE.

[1] TRAFFIC LINE (12" WHITE DIAGONAL @ 45 DEGREE)
[2] TRAFFIC LINE (12" WHITE CROSS WALK LINE)
[3] TRAFFIC LINE (24" WHITE CROSSWALK LADDER LINE)
[4] CALTRANS TYPE IV ARROW (SEE A24A)
[5] CALTRANS TYPE III ARROW (SEE A24B)
[6] BIKE LANE SYMBOL WITH ARROW
[7] CALTRANS RAILROAD CROSSING SYMBOL
[8] TRAFFIC LINE (24" WHITE)

[9] GREEN PAVEMENT MARKING
[10] CALTRANS KEEP CLEAR MARKING (SEE A24E)
[11] CALTRANS STOP MARKING (SEE A24D)
[12] TRAFFIC CHEVRON
[13] CALTRANS TYPE II ARROW (SEE A24B)
[14] CALTRANS TYPE I ARROW (SEE A24A)
[15] CALTRANS TYPE VII ARROW (SEE A24A)
[16] RED PAVEMENT MARKING
[17] CALTRANS BUS LANE MARKING (SEE A24E)

[18] TRAFFIC LINE (24" WHITE CROSSWALK LINE)
[19] INSTALL TYPE R MARKERS PER NOTE 1 ON CALTRANS A24G.

(XX) INSTALL CALTRANS STRIPING DETAIL PER CALTRANS STANDARD PLANS A20A, A20B, A20C, A20D, AND A24A. STRIPING DETAIL TYPE NOTED ON PLAN.

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. LIMIT LINE TO BE 5' FROM CROSSWALK STRIPING, UNLESS OTHERWISE DIMENSIONED.
7. STOP PAVEMENT MARKING TO BE 8' FROM LIMIT LINE, UNLESS OTHERWISE DIMENSIONED.
8. CONTRACTOR IS RESPONSIBLE FOR ENSURING SIGN FOUNDATIONS DO NOT CONFLICT WITH EXISTING UNDERGROUND UTILITY STRUCTURES.
9. FOR ALL CONCRETE BRIDGE DECK STRIPING, USE CONTRAST STRIPE PER CALTRANS A20E OPTION 2 FOR LANE LINES.
10. SPECIAL PRIMER IS REQUIRED FOR GREEN PAVEMENT MARKING ON CONCRETE BRIDGE DECK.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG — 811 — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — LYHAK A. EAM — No. C 78272 — 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: AG Date: 11/15/24
Checked By: BS Date: 11/15/24
Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

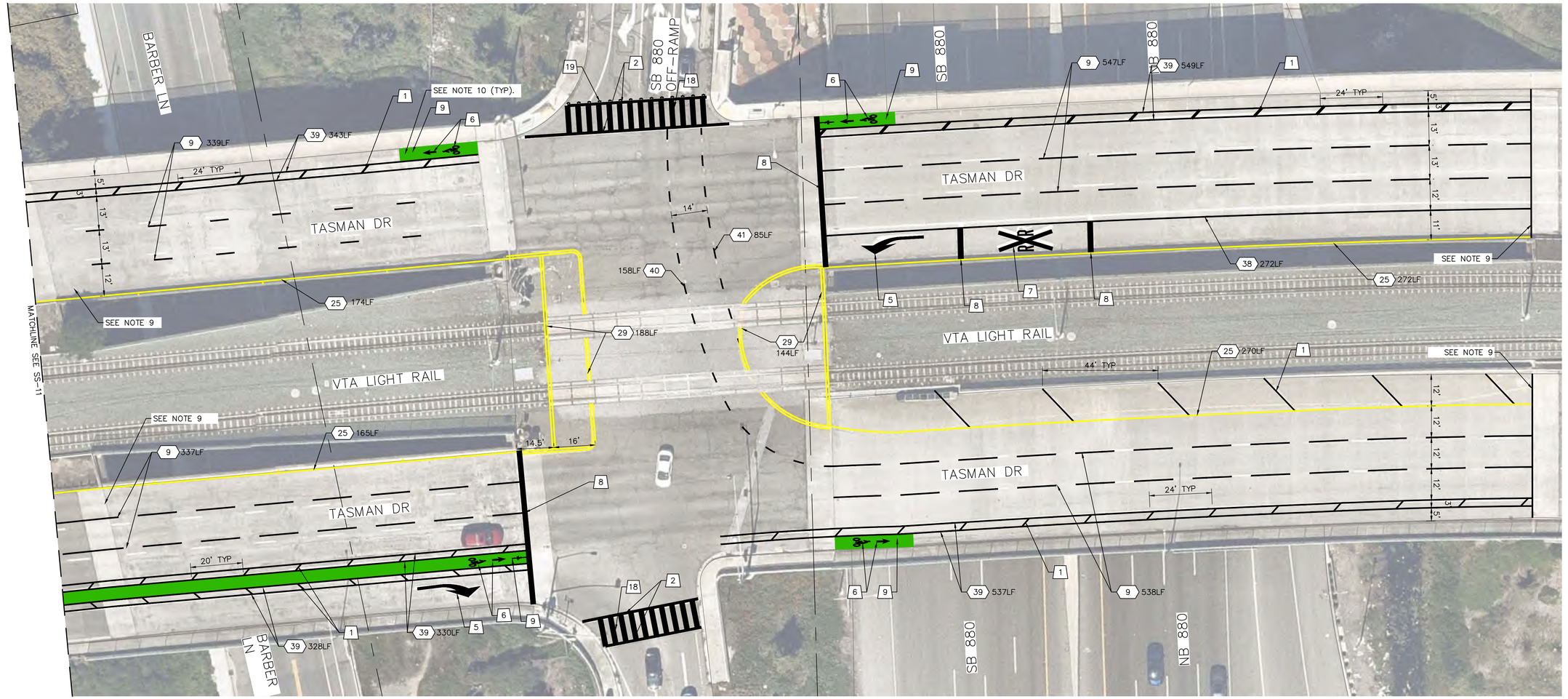
STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING PLAN SHEETS – SHEET 10 OF 17

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. SS-11
SCALE: 1" = 40'
SHEET 54 OF 79

Juliana.Chen Oct 14, 2025 - 10:21am K:\sjc_trans\097384010 - milpitas pr 2024\Design\sheets 2025\SM-001.dwg



LEGEND

- CHANGE IN PAVEMENT DELINEATION DETAIL
- BIKE LANE SYMBOL WITH ARROW
- PROPERTY LINE / ROW
- RAILROAD CROSSING SYMBOL
- BIKE DETECTOR SYMBOL

1. PROTECT IN PLACE
2. REMOVE AND REPLACE SIGN ON EXIST POST/POLE
3. INSTALL NEW SIGN AND POST
4. REMOVE SIGN
5. REMOVE SIGN AND POST
6. REMOVE POST
7. REMOVE SIGN PRIOR TO PAVEMENT WORK. REPLACE AFTER WORK IS COMPLETE.
8. INSTALL NEW SIGN ON EXIST POST/POLE.

1. TRAFFIC LINE (12" WHITE DIAGONAL @ 45 DEGREE)
2. TRAFFIC LINE (12" WHITE CROSS WALK LINE)
3. TRAFFIC LINE (24" WHITE CROSSWALK LADDER LINE)
4. CALTRANS TYPE IV ARROW (SEE A24A)
5. CALTRANS TYPE III ARROW (SEE A24B)
6. BIKE LANE SYMBOL WITH ARROW
7. CALTRANS RAILROAD CROSSING SYMBOL
8. TRAFFIC LINE (24" WHITE)

9. GREEN PAVEMENT MARKING
10. CALTRANS KEEP CLEAR MARKING (SEE A24E)
11. CALTRANS STOP MARKING (SEE A24D)
12. TRAFFIC CHEVRON
13. CALTRANS TYPE II ARROW (SEE A24B)
14. CALTRANS TYPE I ARROW (SEE A24A)
15. CALTRANS TYPE VII ARROW (SEE A24A)
16. RED PAVEMENT MARKING
17. CALTRANS BUS LANE MARKING (SEE A24E)

18. TRAFFIC LINE (24" WHITE CROSSWALK LINE)
19. INSTALL TYPE R MARKERS PER NOTE 1 ON CALTRANS A24G.

XX. INSTALL CALTRANS STRIPING DETAIL PER CALTRANS STANDARD PLANS A20A, A20B, A20C, A20D, AND A24A. STRIPING DETAIL TYPE NOTED ON PLAN.

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. LIMIT LINE TO BE 5' FROM CROSSWALK STRIPING, UNLESS OTHERWISE DIMENSIONED.
7. STOP PAVEMENT MARKING TO BE 8' FROM LIMIT LINE, UNLESS OTHERWISE DIMENSIONED.
8. CONTRACTOR IS RESPONSIBLE FOR ENSURING SIGN FOUNDATIONS DO NOT CONFLICT WITH EXISTING UNDERGROUND UTILITY STRUCTURES.
9. FOR ALL CONCRETE BRIDGE DECK STRIPING, USE CONTRAST STRIPE PER CALTRANS A20E OPTION 2 FOR LANE LINES.
10. SPECIAL PRIMER IS REQUIRED FOR GREEN PAVEMENT MARKING ON CONCRETE BRIDGE DECK.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JOE A. SILVA — No. C 78272 — 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — JANUARY 25, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING PLANS– SHEET 11 OF 17

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

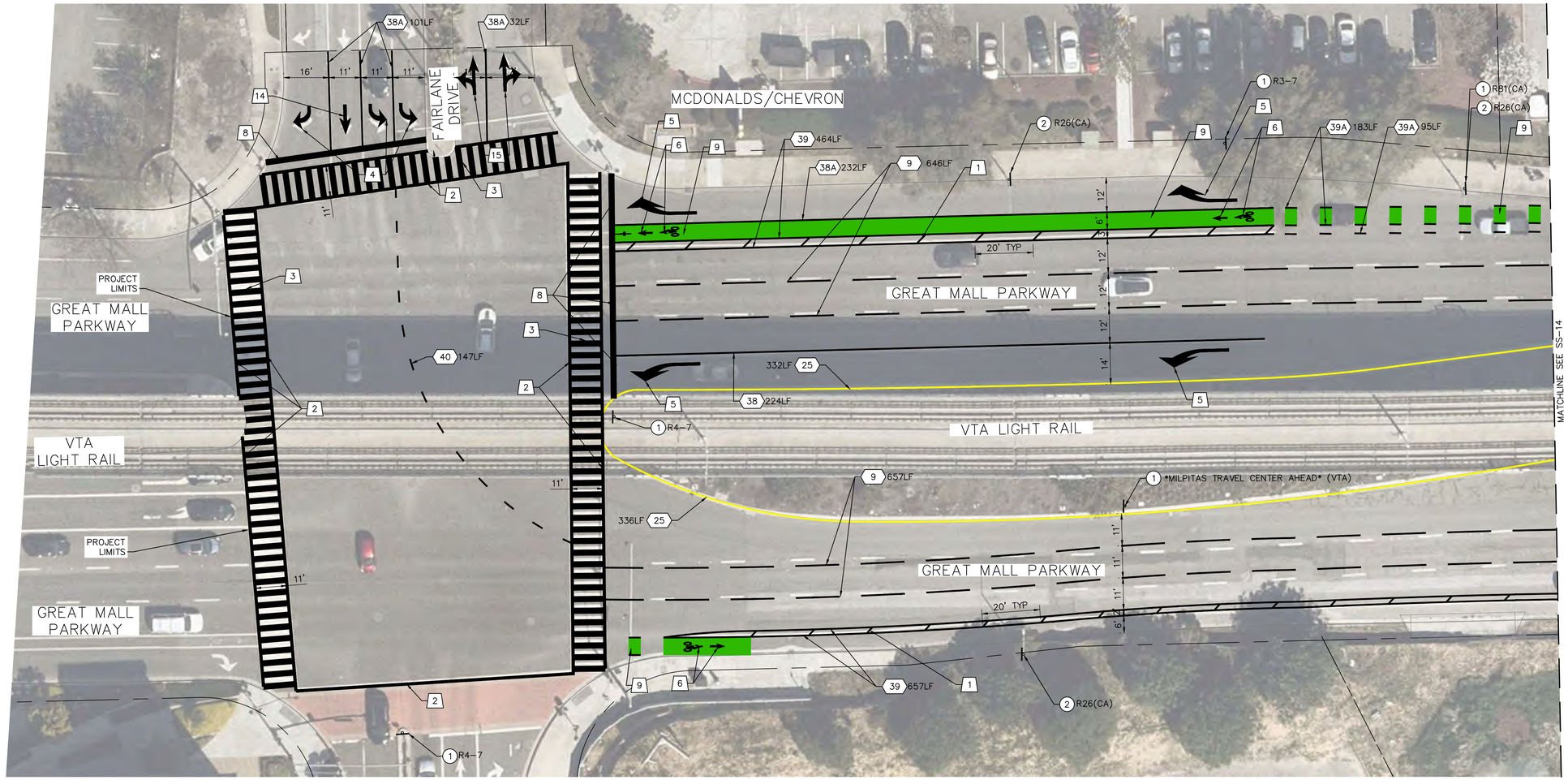
PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. SS–12

SCALE: 1" = 40'

SHEET 55 OF 79

Juliana.Chen Oct 14, 2025 – 10:22am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\SM-005.dwg



LEGEND

- CHANGE IN PAVEMENT DELINEATION DETAIL
- BIKE LANE SYMBOL WITH ARROW
- PROPERTY LINE / ROW
- RAILROAD CROSSING SYMBOL
- BIKE DETECTOR SYMBOL

(1) PROTECT IN PLACE
(2) REMOVE AND REPLACE SIGN ON EXIST POST/POLE
(3) INSTALL NEW SIGN AND POST
(4) REMOVE SIGN
(5) REMOVE SIGN AND POST
(6) REMOVE POST
(7) REMOVE SIGN PRIOR TO PAVEMENT WORK. REPLACE AFTER WORK IS COMPLETE.
(8) INSTALL NEW SIGN ON EXIST POST/POLE.

[1] TRAFFIC LINE (12" WHITE DIAGONAL @ 45 DEGREE)
[2] TRAFFIC LINE (12" WHITE CROSS WALK LINE)
[3] TRAFFIC LINE (24" WHITE CROSSWALK LADDER LINE)
[4] CALTRANS TYPE IV ARROW (SEE A24A)
[5] CALTRANS TYPE III ARROW (SEE A24B)
[6] BIKE LANE SYMBOL WITH ARROW
[7] CALTRANS RAILROAD CROSSING SYMBOL
[8] TRAFFIC LINE (24" WHITE)
[9] GREEN PAVEMENT MARKING
[10] CALTRANS KEEP CLEAR MARKING (SEE A24E)
[11] CALTRANS STOP MARKING (SEE A24D)
[12] TRAFFIC CHEVRON
[13] CALTRANS TYPE II ARROW (SEE A24B)
[14] CALTRANS TYPE I ARROW (SEE A24A)
[15] CALTRANS TYPE VII ARROW (SEE A24A)
[16] RED PAVEMENT MARKING
[17] CALTRANS BUS LANE MARKING (SEE A24E)
[18] TRAFFIC LINE (24" WHITE CROSSWALK LINE)
[19] INSTALL TYPE R MARKERS PER NOTE 1 ON CALTRANS A24G.
(XX) INSTALL CALTRANS STRIPING DETAIL PER CALTRANS STANDARD PLANS A20A, A20B, A20C, A20D, AND A24A. STRIPING DETAIL TYPE NOTED ON PLAN.

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. LIMIT LINE TO BE 5' FROM CROSSWALK STRIPING, UNLESS OTHERWISE DIMENSIONED.
7. STOP PAVEMENT MARKING TO BE 8' FROM LIMIT LINE, UNLESS OTHERWISE DIMENSIONED.
8. CONTRACTOR IS RESPONSIBLE FOR ENSURING SIGN FOUNDATIONS DO NOT CONFLICT WITH EXISTING UNDERGROUND UTILITY STRUCTURES.
9. FOR ALL CONCRETE BRIDGE DECK STRIPING, USE CONTRAST STRIPE PER CALTRANS A20E OPTION 2 FOR LANE LINES.
10. SPECIAL PRIMER IS REQUIRED FOR GREEN PAVEMENT MARKING ON CONCRETE BRIDGE DECK.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

811 CONTACT 811 BEFORE YOU DIG SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
Brea A. Silva
No. C 78272
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: _____ Rec. No. _____

Drawn By: AG Date: 11/15/24
Checked By: BS Date: 11/15/24
Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
CALIFORNIA
INCORPORATED JANUARY 25, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

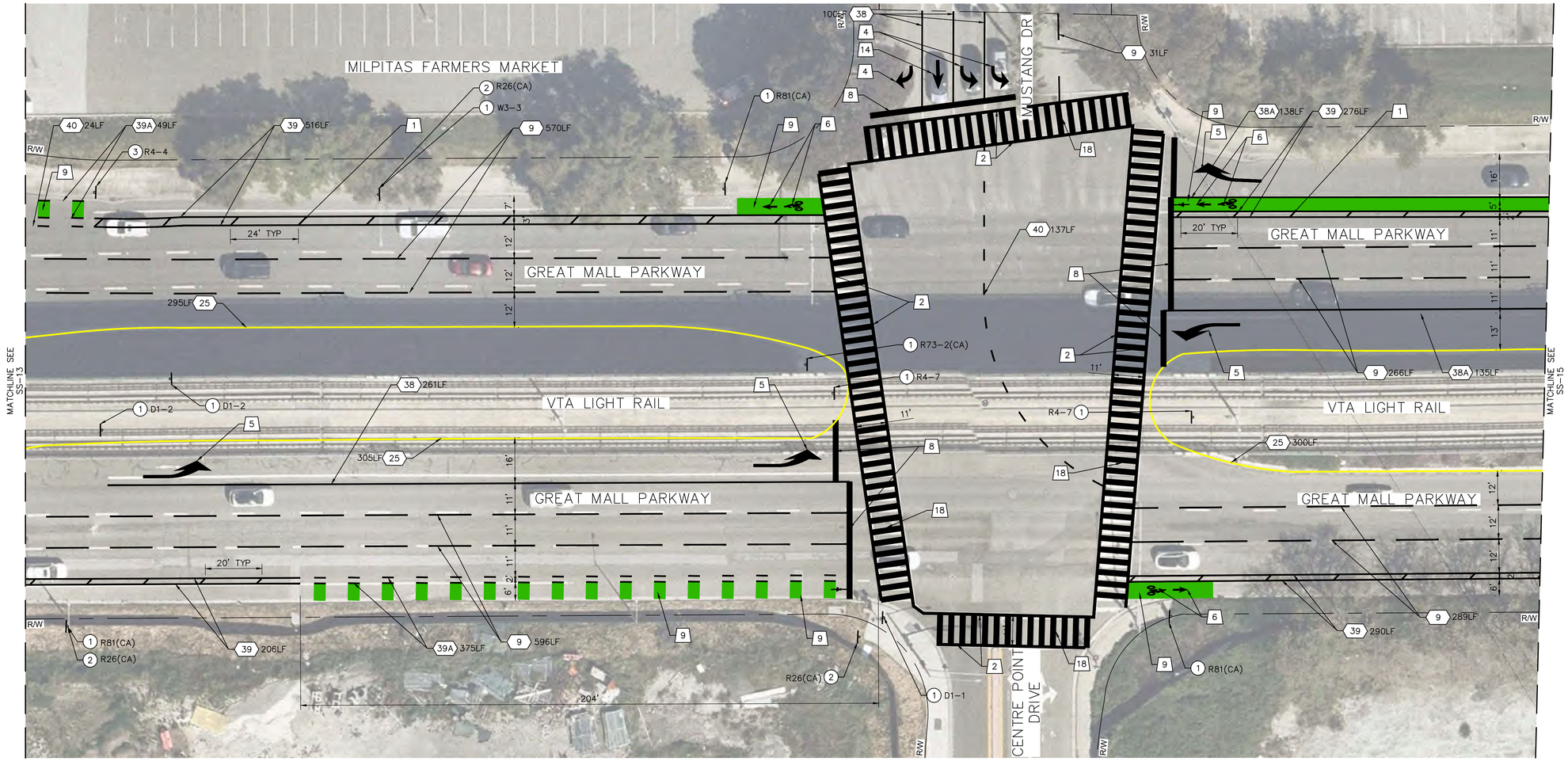
STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING PLANS– SHEET 12 OF 17

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. SS-13
SCALE: 1" = 40'
SHEET 56 OF 79

Juliana.Chen Oct 14, 2025 – 10:23am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\SW-005.dwg



LEGEND

- CHANGE IN PAVEMENT DELINEATION DETAIL
- BIKE LANE SYMBOL WITH ARROW
- PROPERTY LINE / ROW
- RAILROAD CROSSING SYMBOL
- BIKE DETECTOR SYMBOL

1. PROTECT IN PLACE
2. REMOVE AND REPLACE SIGN ON EXIST POST/POLE
3. INSTALL NEW SIGN AND POST
4. REMOVE SIGN
5. REMOVE SIGN AND POST
6. REMOVE POST
7. REMOVE SIGN PRIOR TO PAVEMENT WORK. REPLACE AFTER WORK IS COMPLETE.
8. INSTALL NEW SIGN ON EXIST POST/POLE.

1. TRAFFIC LINE (12" WHITE DIAGONAL @ 45 DEGREE)
2. TRAFFIC LINE (12" WHITE CROSS WALK LINE)
3. TRAFFIC LINE (24" WHITE CROSSWALK LADDER LINE)
4. CALTRANS TYPE IV ARROW (SEE A24A)
5. CALTRANS TYPE III ARROW (SEE A24B)
6. BIKE LANE SYMBOL WITH ARROW
7. CALTRANS RAILROAD CROSSING SYMBOL
8. TRAFFIC LINE (24" WHITE)
9. GREEN PAVEMENT MARKING
10. CALTRANS KEEP CLEAR MARKING (SEE A24E)
11. CALTRANS STOP MARKING (SEE A24D)
12. TRAFFIC CHEVRON
13. CALTRANS TYPE II ARROW (SEE A24B)
14. CALTRANS TYPE I ARROW (SEE A24A)
15. CALTRANS TYPE VII ARROW (SEE A24A)
16. RED PAVEMENT MARKING
17. CALTRANS BUS LANE MARKING (SEE A24E)
18. TRAFFIC LINE (24" WHITE CROSSWALK LINE)
19. INSTALL TYPE R MARKERS PER NOTE 1 ON CALTRANS A24G.

XX. INSTALL CALTRANS STRIPING DETAIL PER CALTRANS STANDARD PLANS A20A, A20B, A20C, A20D, AND A24A. STRIPING DETAIL TYPE NOTED ON PLAN.

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. LIMIT LINE TO BE 5' FROM CROSSWALK STRIPING, UNLESS OTHERWISE DIMENSIONED.
7. STOP PAVEMENT MARKING TO BE 8' FROM LIMIT LINE, UNLESS OTHERWISE DIMENSIONED.
8. CONTRACTOR IS RESPONSIBLE FOR ENSURING SIGN FOUNDATIONS DO NOT CONFLICT WITH EXISTING UNDERGROUND UTILITY STRUCTURES.
9. FOR ALL CONCRETE BRIDGE DECK STRIPING, USE CONTRAST STRIPE PER CALTRANS A20E OPTION 2 FOR LANE LINES.
10. SPECIAL PRIMER IS REQUIRED FOR GREEN PAVEMENT MARKING ON CONCRETE BRIDGE DECK.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JULIANA A. SUN — No. C 78272 — 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING PLANS – SHEET 13 OF 17

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

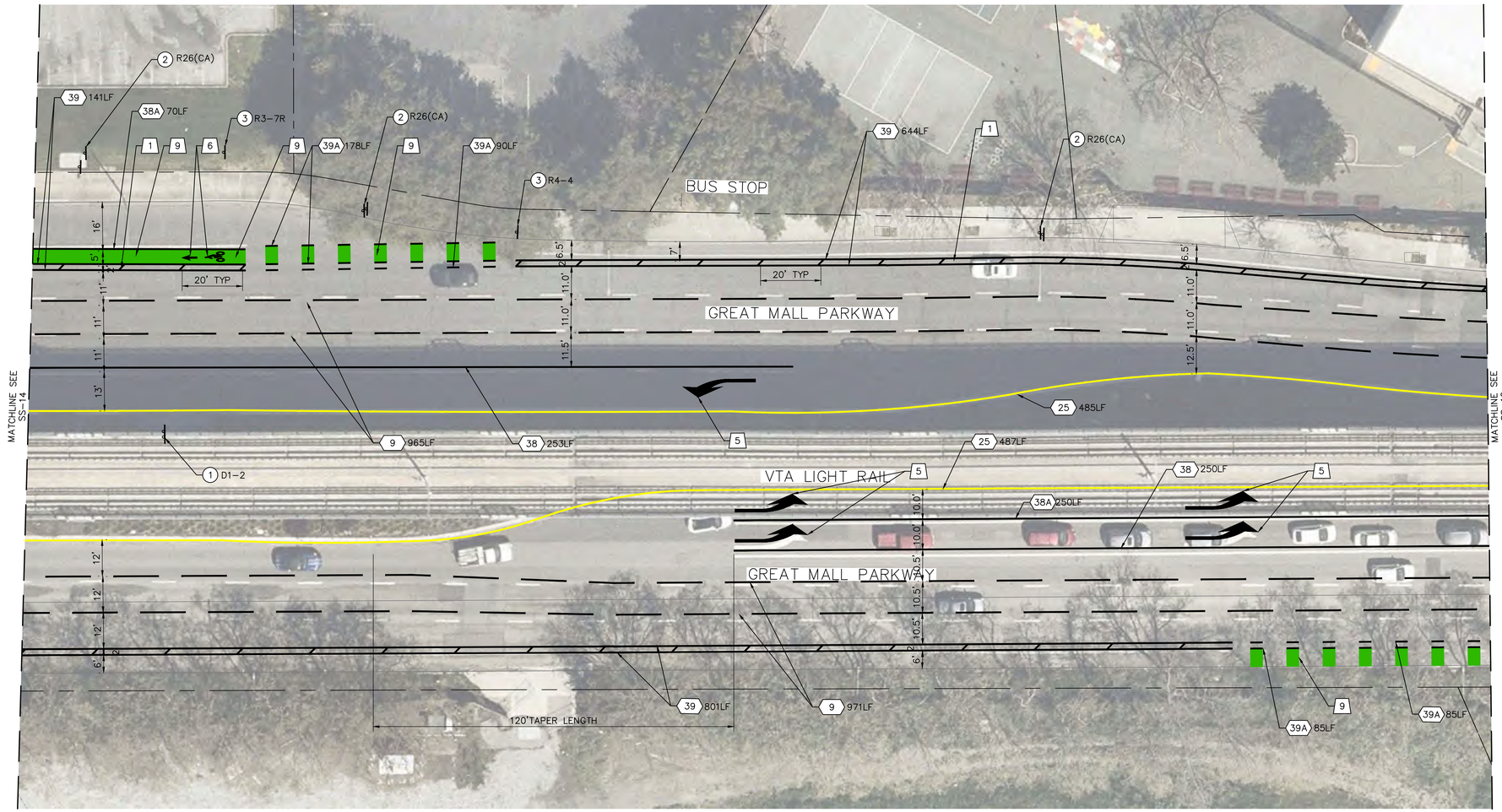
PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. SS-14

SCALE: 1" = 40'

SHEET 57 OF 79

Juliana.Chen Oct 14, 2025 – 10:23am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\SM-005.dwg



LEGEND

- CHANGE IN PAVEMENT DELINEATION DETAIL
- BIKE LANE SYMBOL WITH ARROW
- PROPERTY LINE / ROW
- RAILROAD CROSSING SYMBOL
- BIKE DETECTOR SYMBOL

(1) PROTECT IN PLACE
(2) REMOVE AND REPLACE SIGN ON EXIST POST/POLE
(3) INSTALL NEW SIGN AND POST
(4) REMOVE SIGN
(5) REMOVE SIGN AND POST
(6) REMOVE POST
(7) REMOVE SIGN PRIOR TO PAVEMENT WORK. REPLACE AFTER WORK IS COMPLETE.
(8) INSTALL NEW SIGN ON EXIST POST/POLE.

[1] TRAFFIC LINE (12" WHITE DIAGONAL @ 45 DEGREE)
[2] TRAFFIC LINE (12" WHITE CROSS WALK LINE)
[3] TRAFFIC LINE (24" WHITE CROSSWALK LADDER LINE)
[4] CALTRANS TYPE IV ARROW (SEE A24A)
[5] CALTRANS TYPE III ARROW (SEE A24B)
[6] BIKE LANE SYMBOL WITH ARROW
[7] CALTRANS RAILROAD CROSSING SYMBOL
[8] TRAFFIC LINE (24" WHITE)
[9] GREEN PAVEMENT MARKING
[10] CALTRANS KEEP CLEAR MARKING (SEE A24E)
[11] CALTRANS STOP MARKING (SEE A24D)
[12] TRAFFIC CHEVRON
[13] CALTRANS TYPE II ARROW (SEE A24B)
[14] CALTRANS TYPE I ARROW (SEE A24A)
[15] CALTRANS TYPE VII ARROW (SEE A24A)
[16] RED PAVEMENT MARKING
[17] CALTRANS BUS LANE MARKING (SEE A24E)
[18] TRAFFIC LINE (24" WHITE CROSSWALK LINE)
[19] INSTALL TYPE R MARKERS PER NOTE 1 ON CALTRANS A24G.

(XX) INSTALL CALTRANS STRIPING DETAIL PER CALTRANS STANDARD PLANS A20A, A20B, A20C, A20D, AND A24A. STRIPING DETAIL TYPE NOTED ON PLAN.

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. LIMIT LINE TO BE 5' FROM CROSSWALK STRIPING, UNLESS OTHERWISE DIMENSIONED.
7. STOP PAVEMENT MARKING TO BE 8' FROM LIMIT LINE, UNLESS OTHERWISE DIMENSIONED.
8. CONTRACTOR IS RESPONSIBLE FOR ENSURING SIGN FOUNDATIONS DO NOT CONFLICT WITH EXISTING UNDERGROUND UTILITY STRUCTURES.
9. FOR ALL CONCRETE BRIDGE DECK STRIPING, USE CONTRAST STRIPE PER CALTRANS A20E OPTION 2 FOR LANE LINES.
10. SPECIAL PRIMER IS REQUIRED FOR GREEN PAVEMENT MARKING ON CONCRETE BRIDGE DECK.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG — 811 — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — BRIAN A. SILKWOOD — No. C 78272 — 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: AG Date: 11/15/24
Checked By: BS Date: 11/15/24
Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — JANUARY 25, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

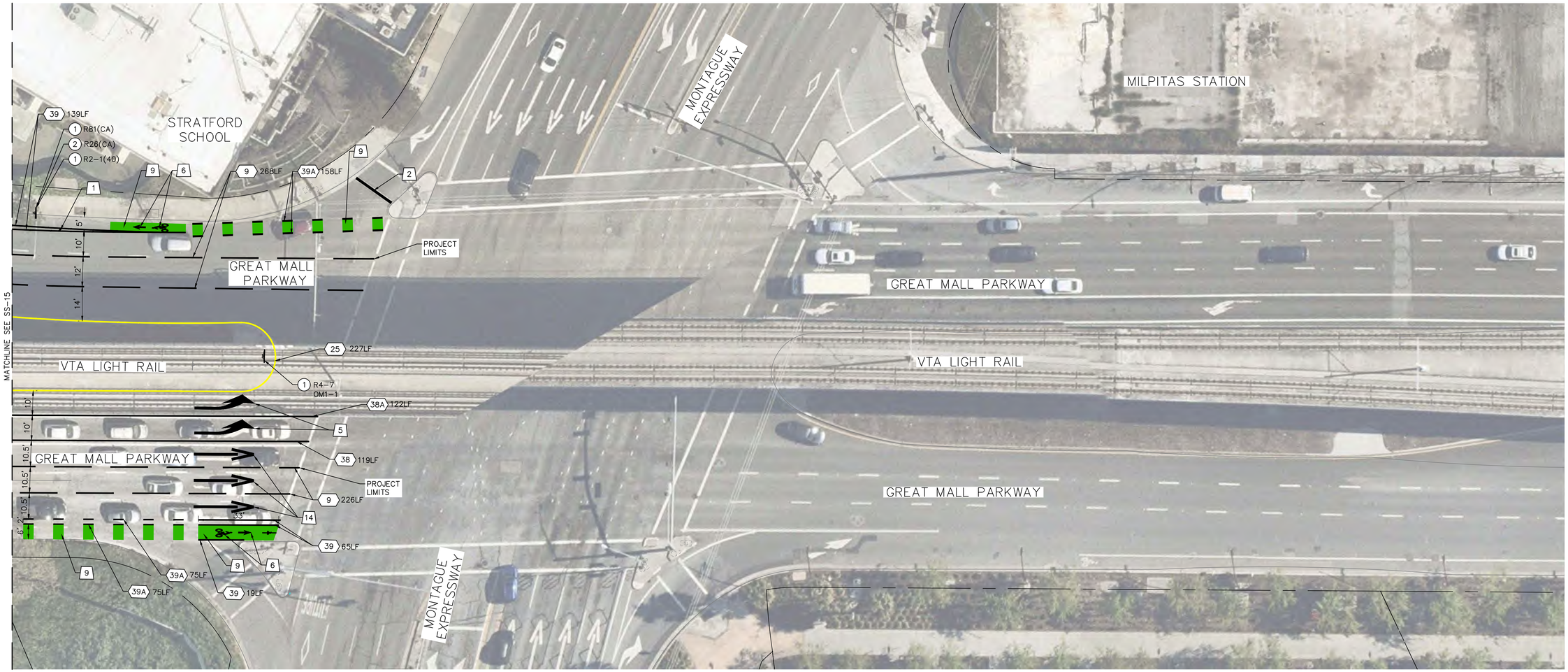
STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING PLANS – SHEET 14 OF 17

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. SS-15
SCALE: 1" = 40'
SHEET 58 OF 79

Juliana.Chen Oct 14, 2025 – 10:24am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\SW-008.dwg



LEGEND

- CHANGE IN PAVEMENT DELINEATION DETAIL
- BIKE LANE SYMBOL WITH ARROW
- PROPERTY LINE / ROW
- RAILROAD CROSSING SYMBOL
- BIKE DETECTOR SYMBOL

(1) PROTECT IN PLACE
(2) REMOVE AND REPLACE SIGN ON EXIST POST/POLE
(3) INSTALL NEW SIGN AND POST
(4) REMOVE SIGN
(5) REMOVE SIGN AND POST
(6) REMOVE POST
(7) REMOVE SIGN PRIOR TO PAVEMENT WORK. REPLACE AFTER WORK IS COMPLETE.
(8) INSTALL NEW SIGN ON EXIST POST/POLE.

[1] TRAFFIC LINE (12" WHITE DIAGONAL @ 45 DEGREE)
[2] TRAFFIC LINE (12" WHITE CROSS WALK LINE)
[3] TRAFFIC LINE (24" WHITE CROSSWALK LADDER LINE)
[4] CALTRANS TYPE IV ARROW (SEE A24A)
[5] CALTRANS TYPE III ARROW (SEE A24B)
[6] BIKE LANE SYMBOL WITH ARROW
[7] CALTRANS RAILROAD CROSSING SYMBOL
[8] TRAFFIC LINE (24" WHITE)

[9] GREEN PAVEMENT MARKING
[10] CALTRANS KEEP CLEAR MARKING (SEE A24E)
[11] CALTRANS STOP MARKING (SEE A24D)
[12] TRAFFIC CHEVRON
[13] CALTRANS TYPE II ARROW (SEE A24B)
[14] CALTRANS TYPE I ARROW (SEE A24A)
[15] CALTRANS TYPE VII ARROW (SEE A24A)
[16] RED PAVEMENT MARKING
[17] CALTRANS BUS LANE MARKING (SEE A24E)

[18] TRAFFIC LINE (24" WHITE CROSSWALK LINE)
[19] INSTALL TYPE R MARKERS PER NOTE 1 ON CALTRANS A24G.

(XX) INSTALL CALTRANS STRIPING DETAIL PER CALTRANS STANDARD PLANS A20A, A20B, A20C, A20D, AND A24A. STRIPING DETAIL TYPE NOTED ON PLAN.

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. LIMIT LINE TO BE 5' FROM CROSSWALK STRIPING, UNLESS OTHERWISE DIMENSIONED.
7. STOP PAVEMENT MARKING TO BE 8' FROM LIMIT LINE, UNLESS OTHERWISE DIMENSIONED.
8. CONTRACTOR IS RESPONSIBLE FOR ENSURING SIGN FOUNDATIONS DO NOT CONFLICT WITH EXISTING UNDERGROUND UTILITY STRUCTURES.
9. FOR ALL CONCRETE BRIDGE DECK STRIPING, USE CONTRAST STRIPE PER CALTRANS A20E OPTION 2 FOR LANE LINES.
10. SPECIAL PRIMER IS REQUIRED FOR GREEN PAVEMENT MARKING ON CONCRETE BRIDGE DECK.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG 811 SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JOSE A. SILVA — No. C 78272 — 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: AG Date: 11/15/24
Checked By: BS Date: 11/15/24
Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING PLANS – SHEET 15 OF 17

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. SS-16
SCALE: 1" = 40'
SHEET 59 OF 79

Juliana.Chen Oct 14, 2025 - 10:24am K:\sjc_trans\097384010 - milpitas pr 2024\Design\sheets 2025\SM-008.dwg

ALDER DR – PAVEMENT MARKING TABLE				
OBJECT	QUANTITY	UNIT	QUANTITY	UNIT
12" WHITE DIAGONAL LINE	992	LF	992	LF
TYPE IV ARROW	10	EA	150	SF
BIKE LANE SYMBOL	6	EA	63	SF
24" WHITE LIMIT LINE	61	LF	61	LF
GREEN PAVEMENT MARKING	2369	SF	2369	SF

ALDER DR – ROADWAY STRIPING TABLE		
CALTRANS DETAIL	QUANITTY	UNIT
9	1506	LF
21	10	LF
24	462	LF
31	522	LF
38	136	LF
39	2465	LF
39A	661	LF

CONTACT 811 BEFORE YOU DIG – SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER – JOSE A. SILVA – No. C 78272 – 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
△			

CITY OF MILPITAS – CALIFORNIA – JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

SUMMARY OF STRIPING QUANTITIES – SHEET 2 OF 4

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. SS-17

SCALE: NTS

SHEET 60 OF 79

Juliana.Chen Oct 14, 2025 – 10:25am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\L- 00X – Alder Summary.dwg

GMP/TASMAN – PAVEMENT MARKING TABLE				
OBJECT	QUANTITY	UNIT	QUANTITY	UNIT
12" WHITE DIAGONAL LINE	3444	LF	3444	LF
12" WHITE CROSSWALK LINE	3080	LF	3080	LF
12" WHITE CROSSWALK LADDER LINE	2861	LF	2861	LF
TYPE I ARROW	2	EA	28	SF
TYPE IV ARROW	10	EA	150	SF
TYPE III ARROW	13	EA	546	SF
TYPE VII ARROW	2	EA	54	SF
BIKE LANE SYMBOL	20	EA	220	SF
RAILROAD CROSSING SYMBOL	2	EA	140	SF
24" WHITE TRAFFIC LINE	605	LF	605	LF
GREEN PAVEMENT MARKING	7207	SF	7207	SF
RED PAVEMENT MARKING	1081	SF	1081	SF
BIKE DETECTOR SYMBOLS	6	EA	6	EA

GMP/TASMAN – ROADWAY STRIPING TABLE		
CALTRANS DETAIL	QUANITTY	UNIT
9	10484	LF
25	5956	LF
38	1638	LF
38A	1319	LF
39	8993	LF
39A	2254	LF
27C	279	LF
41	85	LF

CONTACT 811 BEFORE YOU DIG – SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER – LYHAK EAM – No. C 78272 – 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
△			

CITY OF MILPITAS – CALIFORNIA – JANUARY 25, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

SUMMARY OF STRIPING QUANTITIES – SHEET 3 OF 4

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

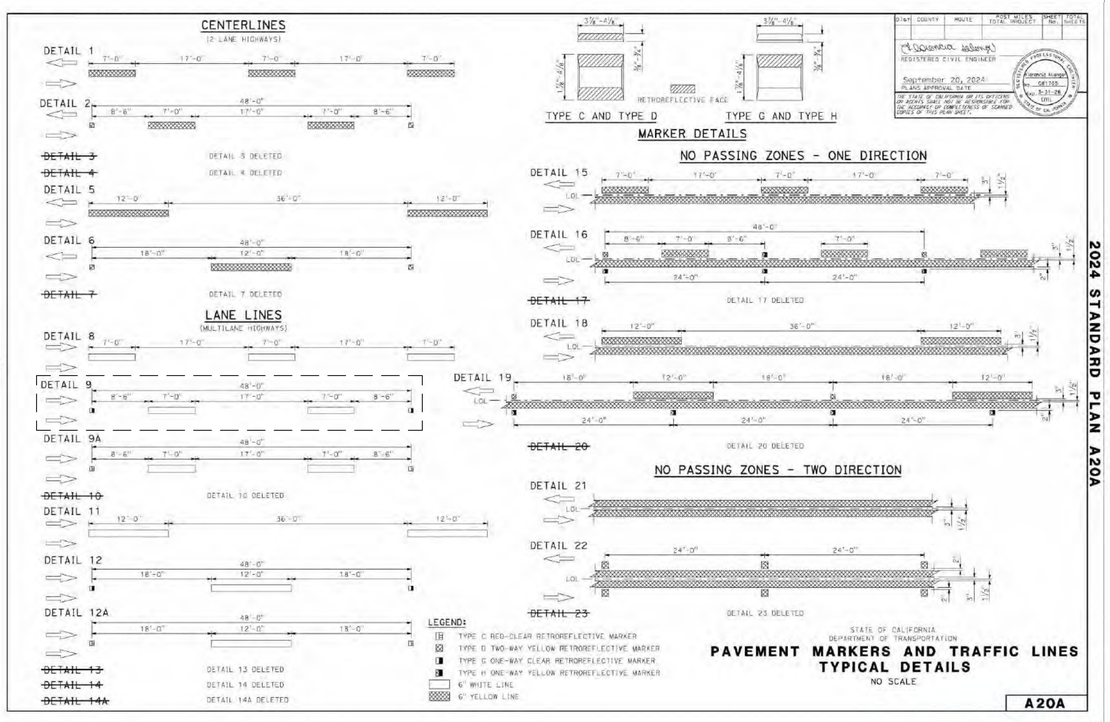
PROJECT NO. 4283, 4300, 4304, 4305, 7118

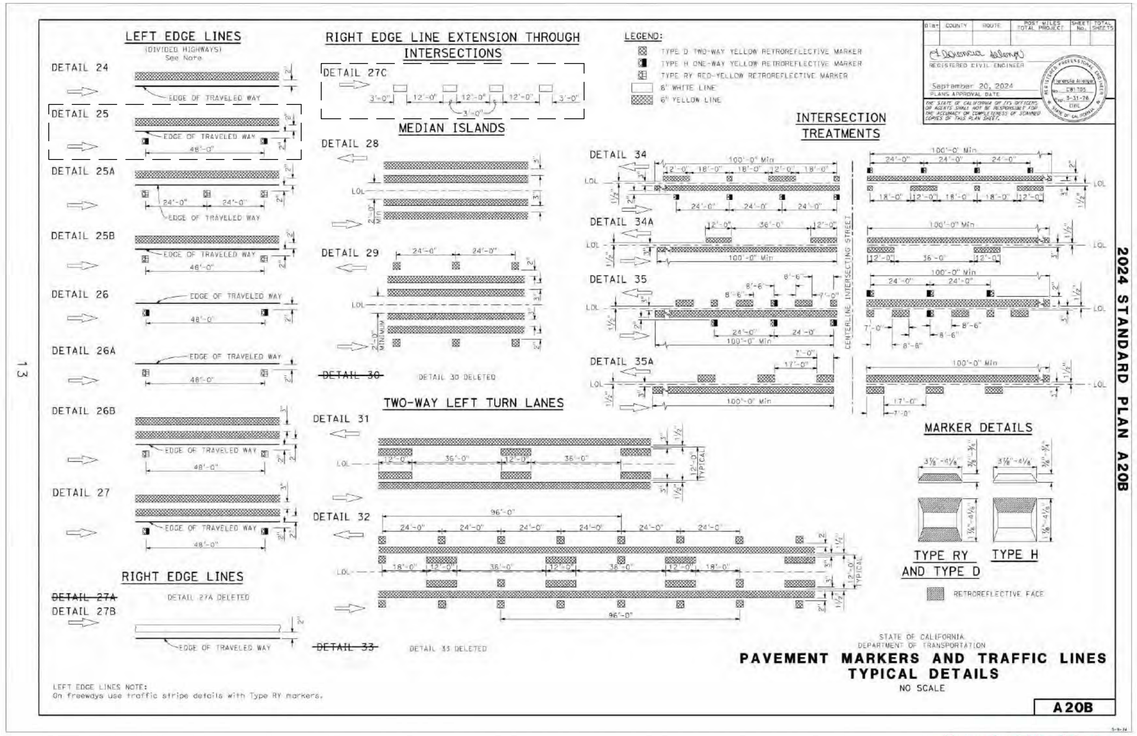
Rec. Dwg No. SS-18

SCALE: NTS

SHEET 61 OF 79

Juliana.Chen Oct 14, 2025 – 10:25am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\LL-00X- GMP_Tasman Summary.dwg





Return to Table of Contents

1 NTS CALTRANS STANDARD PLAN A20A

2 NTS CALTRANS STANDARD PLAN A20B

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — No. C 78272 — 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)

CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING DETAIL SHEETS – SHEET 6 OF 10

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025

LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

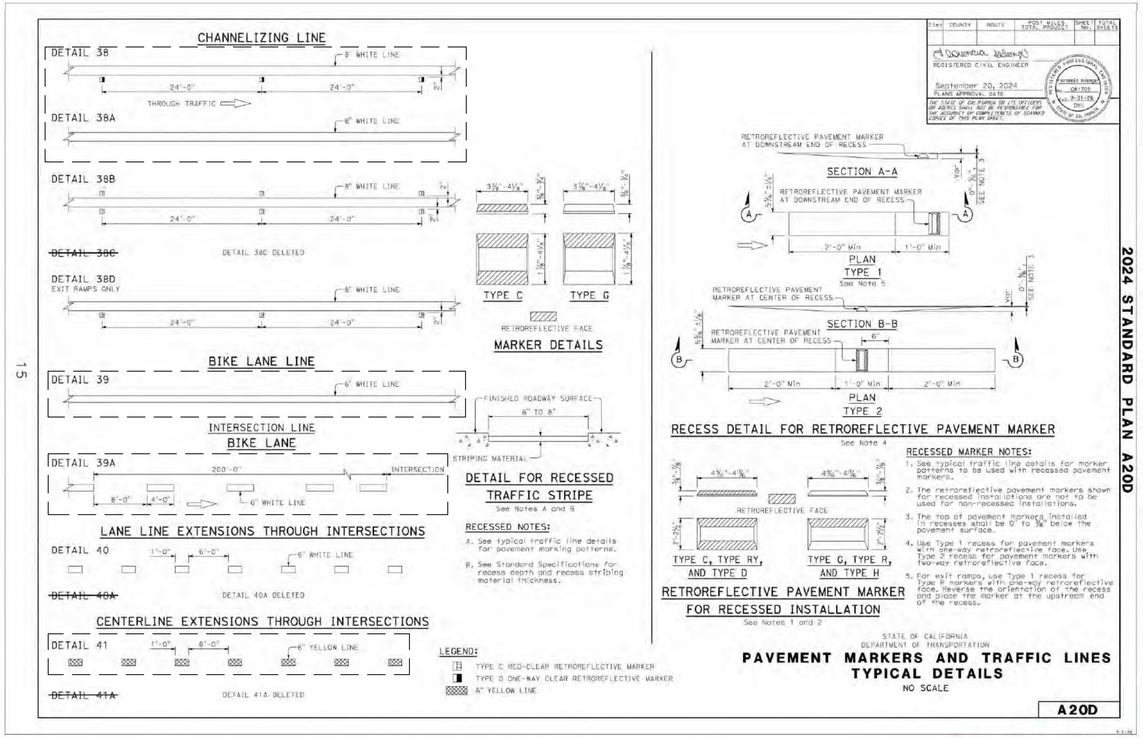
PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. SD-06

SCALE: NTS

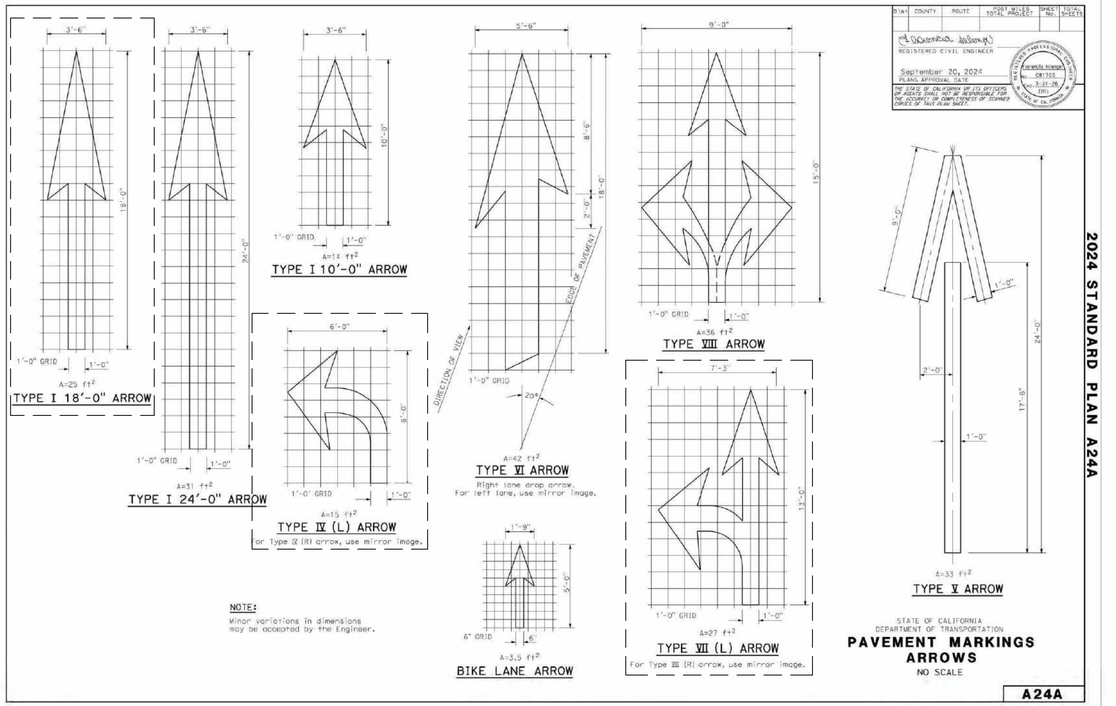
SHEET 62 OF 79

Juliana.Chen Oct 14, 2025 – 10:25am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\SD-001 – STRIPING DETAILS.dwg



Return to Table of Contents

3 NTS CALTRANS STANDARD PLAN A20D



Return to Table of Contents

4 NTS CALTRANS STANDARD PLAN A24A

CONTACT 811 BEFORE YOU DIG
811
SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
ANGELA SILVA
No. C 78272
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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)

CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING DETAIL SHEETS – SHEET 7 OF 10

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025

LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

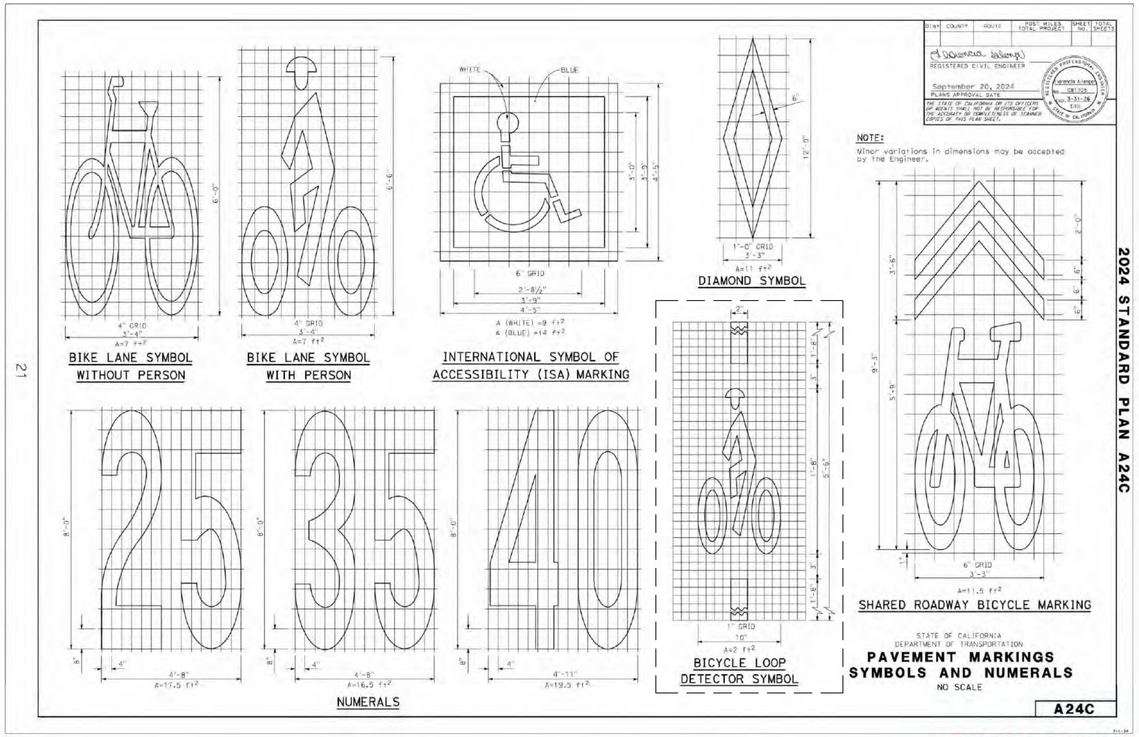
PROJECT NO. 4283, 4300, 4304, 4305, 7118

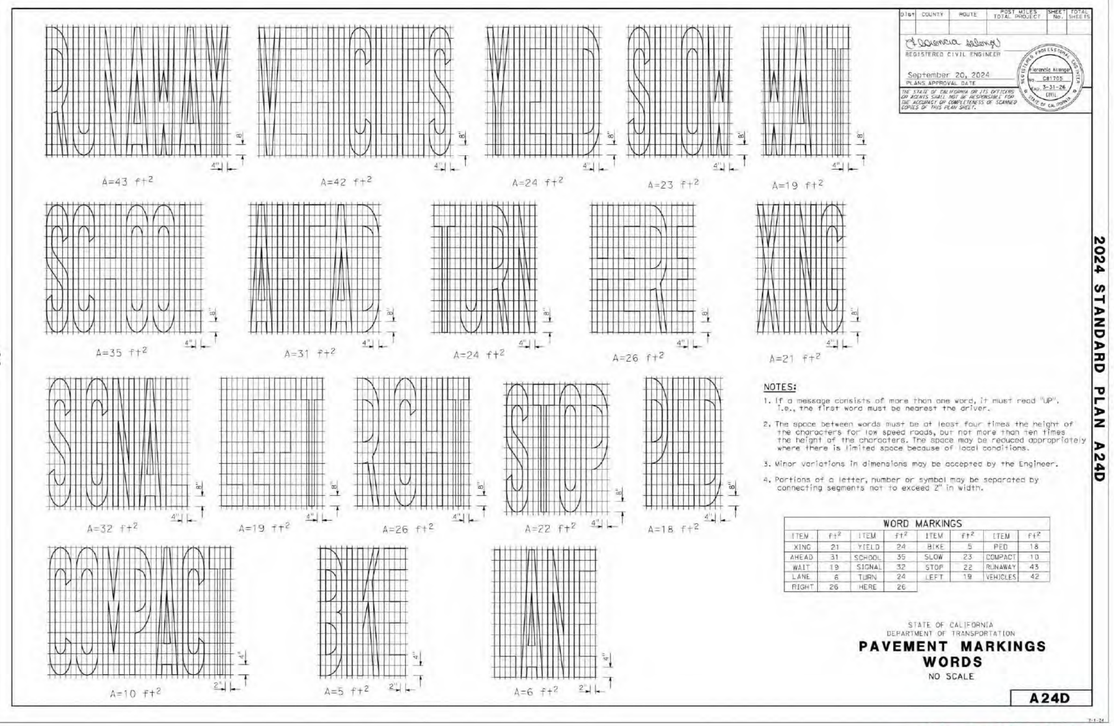
Rec. Dwg No. SD-07

SCALE: NTS

SHEET 63 OF 79

Juliana.Chen Oct 14, 2025 – 10:25am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\SD-001 – STRIPING DETAILS.dwg





Return to Table of Contents

5 NTS CALTRANS STANDARD PLAN A24C

6 NTS CALTRANS STANDARD PLAN A24D

Return to Table of Contents

Designer Stamp:

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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING DETAIL SHEETS – SHEET 8 OF 10

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

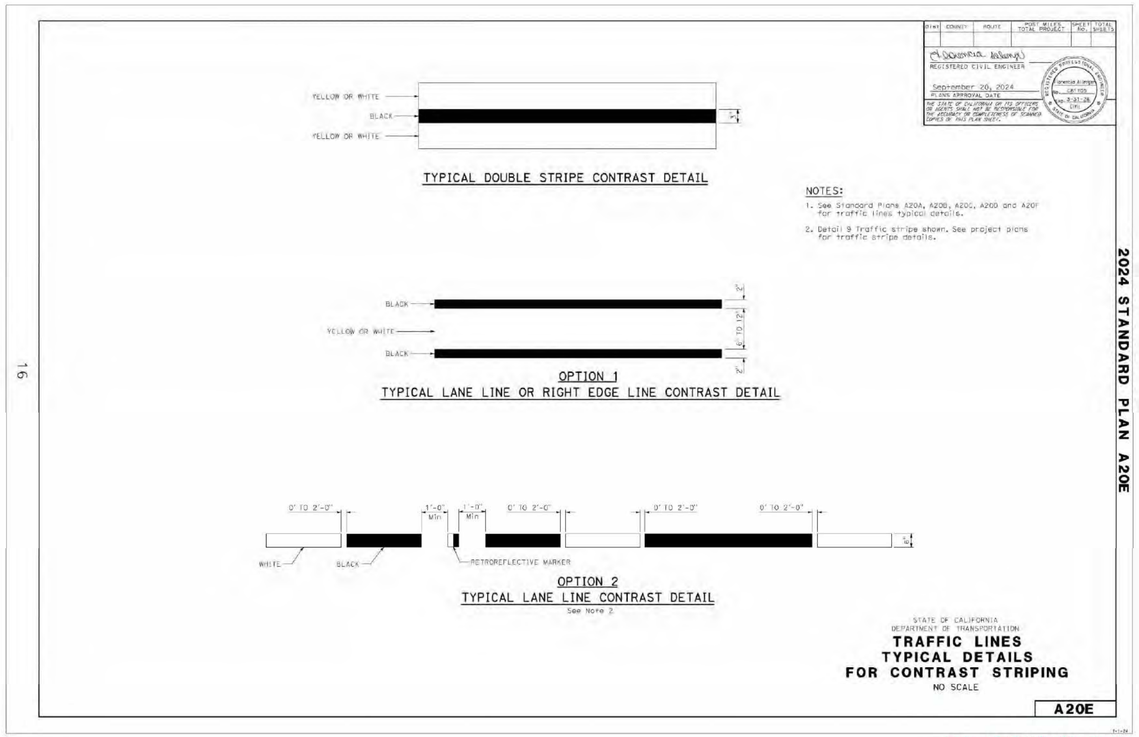
PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. SD-08

SCALE: NTS

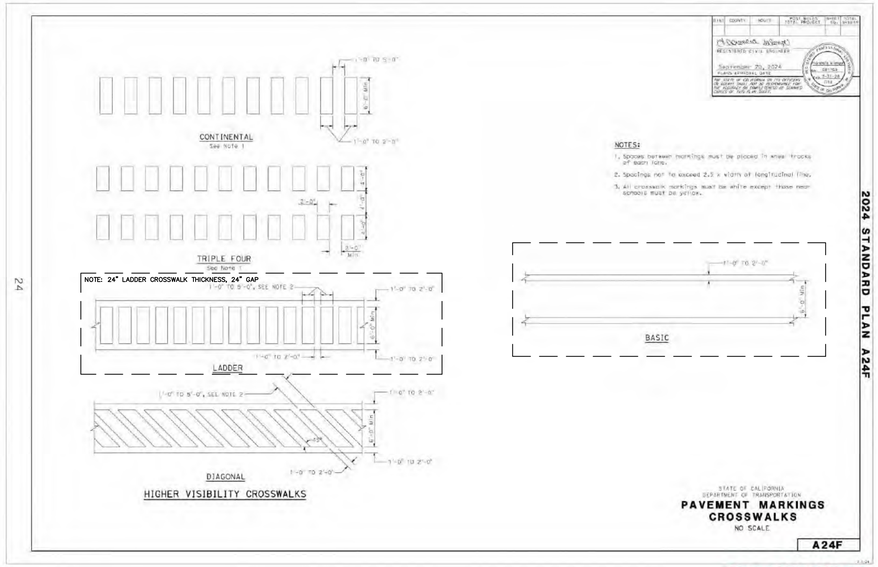
SHEET 64 OF 79

Juliana.Chen Oct 14, 2025 – 10:25am K:\sjc_trans\0973840\0 – milpitas pr 2024\Design\sheets 2025\SD-001 – STRIPING DETAILS.dwg



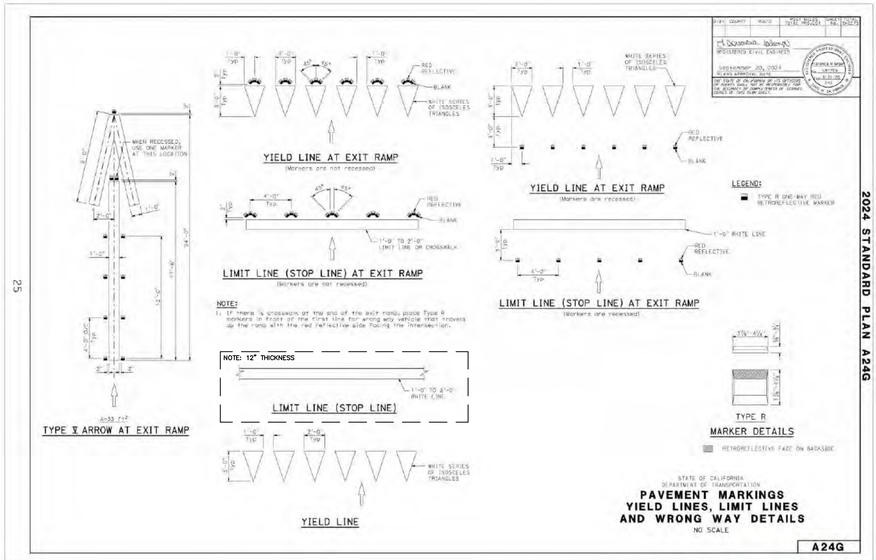
Return to Table of Contents

13 NTS CALTRANS STANDARD PLAN A20E



Return to Table of Contents

7 NTS CALTRANS STANDARD PLAN A24F



Return to Table of Contents

8 NTS CALTRANS STANDARD PLAN A24G

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JULIANA A. CHEN — No. C 78272 — 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING DETAIL SHEETS – SHEET 9 OF 10

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

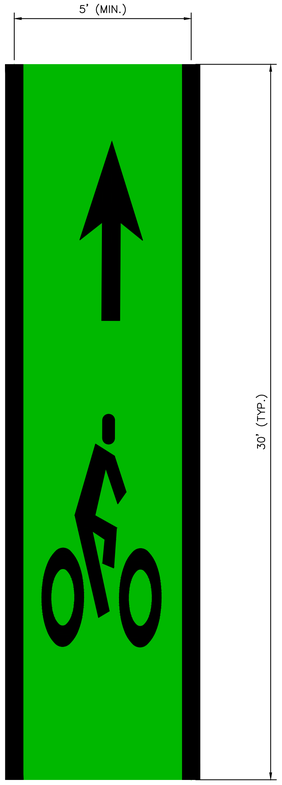
PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. SD-09

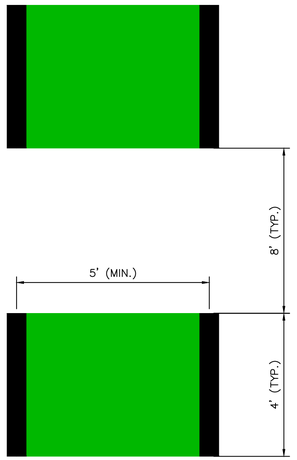
SCALE: NTS

SHEET 65 OF 79

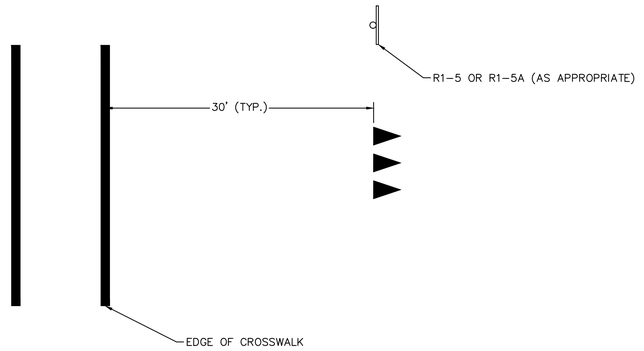
Juliana.Chen Oct 14, 2025 – 10:25am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\SD-001 – STRIPING DETAILS.dwg



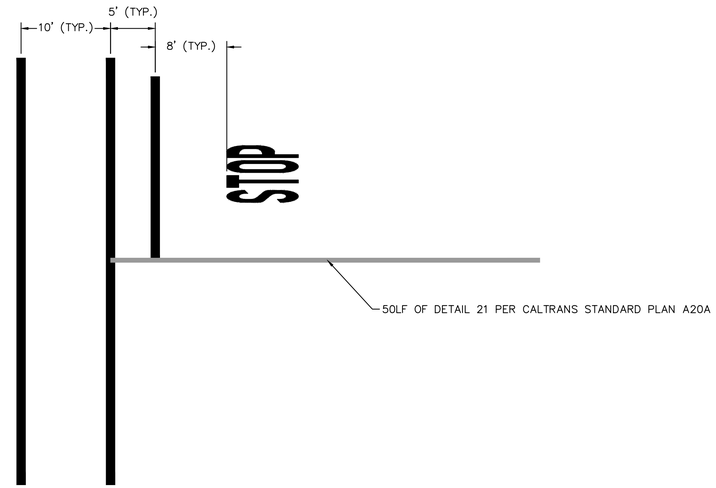
9 NTS GREEN-BACKED BIKE LANE



10 NTS BIKE LANE CONFLICT ZONE



11 NTS YIELD TRIANGLE LIMITS



12 NTS STOP MARKING LIMITS

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JOE A. SILVEIRA — No. C 78272 — 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING DETAIL SHEETS – SHEET 10 OF 10

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. SD-10

SCALE: NTS

SHEET 66 OF 79

Juliana:Chen Oct 14, 2025 – 10:25am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\SD-001 – STRIPING DETAILS.dwg

GENERAL NOTES

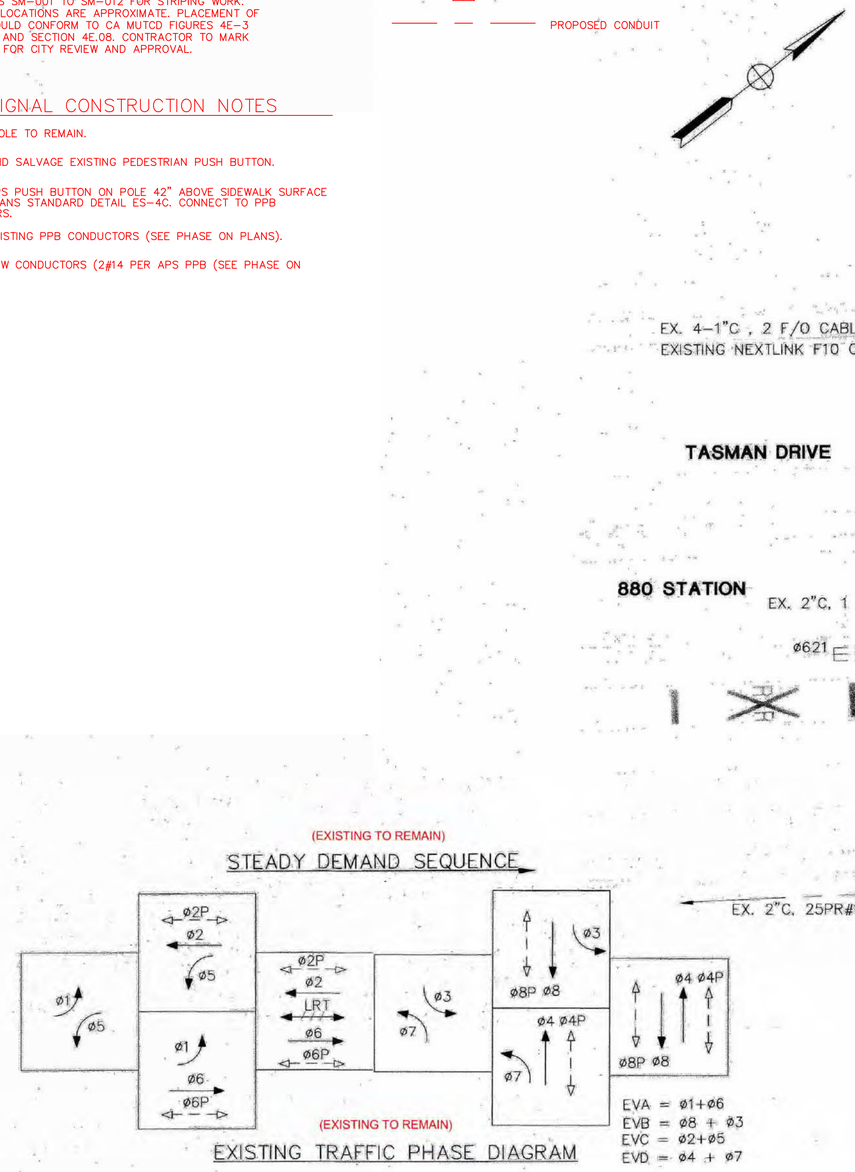
1. EXISTING TRAFFIC SIGNAL BASED ON AVAILABLE RECORD DRAWINGS. ALL EXISTING POLES AND CONDUITS TO REMAIN.
2. ALL EXISTING LOOPS AND HANDHOLES TO BE REMOVED. ABANDON EXISTING DETECTOR-LEAD-IN CABLE IN PLACE.
3. SEE TRAFFIC SIGNAL CONSTRUCTION NOTES FOR NEW WORK.
4. SEE SHEETS L-002 TO L-012 FOR PAVING WORK.
5. SEE SHEETS SM-001 TO SM-012 FOR STRIPING WORK.
6. PPB POST LOCATIONS ARE APPROXIMATE. PLACEMENT OF POSTS SHOULD CONFORM TO CA MUTCD FIGURES 4E-3 AND 4E-4 AND SECTION 4E.08. CONTRACTOR TO MARK LOCATIONS FOR CITY REVIEW AND APPROVAL.

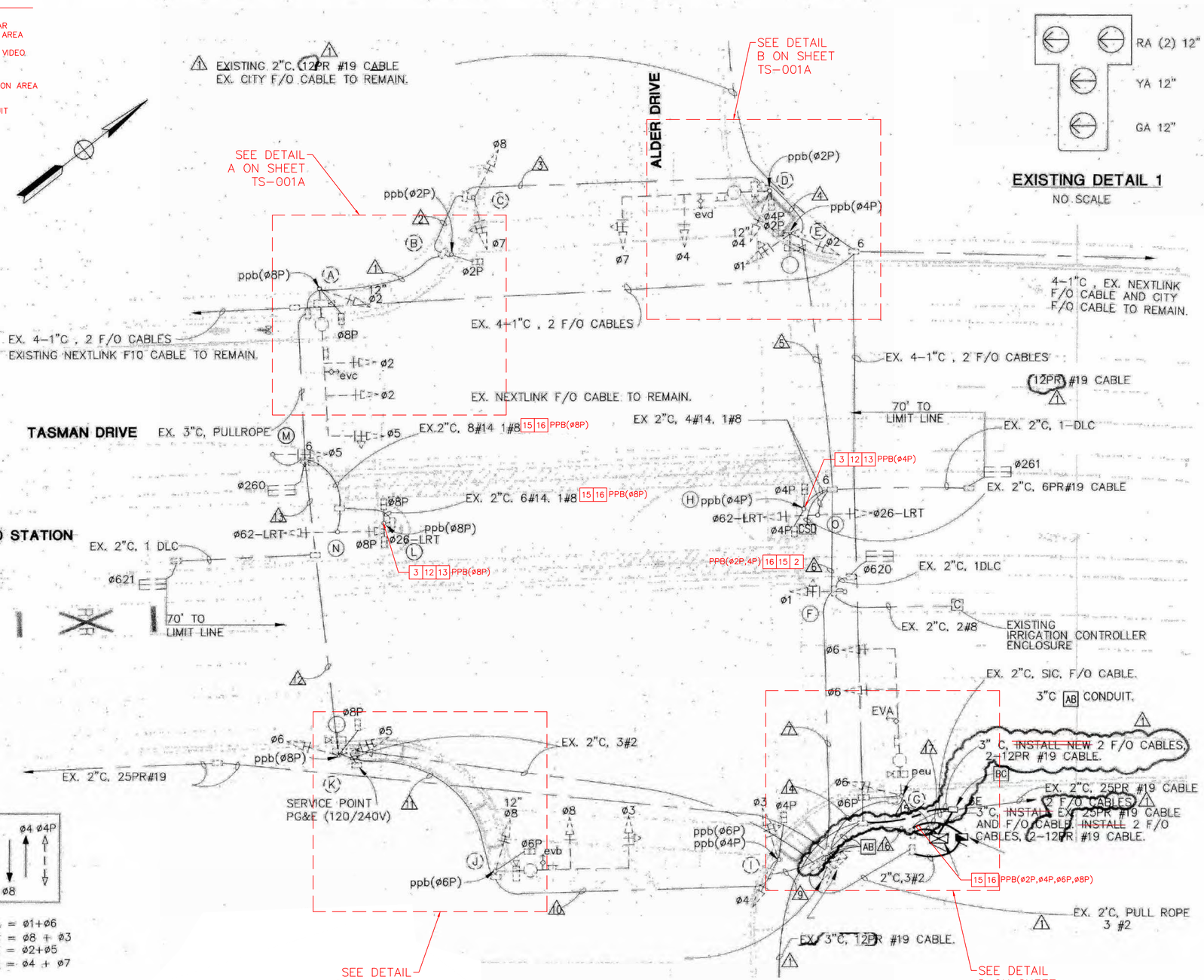
LEGEND

- 6' X 40' STOP BAR VIDEO DETECTION AREA
- 4' X 10' BICYCLE VIDEO DETECTION AREA
- ADVANCE DETECTION AREA
- PROPOSED CONDUIT

TRAFFIC SIGNAL CONSTRUCTION NOTES

- 3 EXISTING POLE TO REMAIN.
- 12 REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON.
- 13 INSTALL APS PUSH BUTTON ON POLE 42" ABOVE SIDEWALK SURFACE PER CALTRANS STANDARD DETAIL ES-4C. CONNECT TO PPB CONDUCTORS.
- 15 REMOVE EXISTING PPB CONDUCTORS (SEE PHASE ON PLANS).
- 16 INSTALL NEW CONDUCTORS (2#14 PER APS PPB (SEE PHASE ON PLANS)).





EXISTING DETAIL 1
NO SCALE

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — JENN KUAN-TI CHEN — No. 61548 — 6/30/25 — 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: ND Date: 8/2/24
Checked By: EC Date: 8/2/24
Designed By: EC Date: 8/2/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — JANUARY 25, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

TRAFFIC SIGNAL MODIFICATION PLAN
TASMAN DRIVE AND ALDER DRIVE – SHEET 1 OF 3

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. TS-01
SCALE:
SHEET 67 OF 79

Juliana.Chen Oct 14, 2025 – 10:26am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\TS-001.dwg

GENERAL NOTES

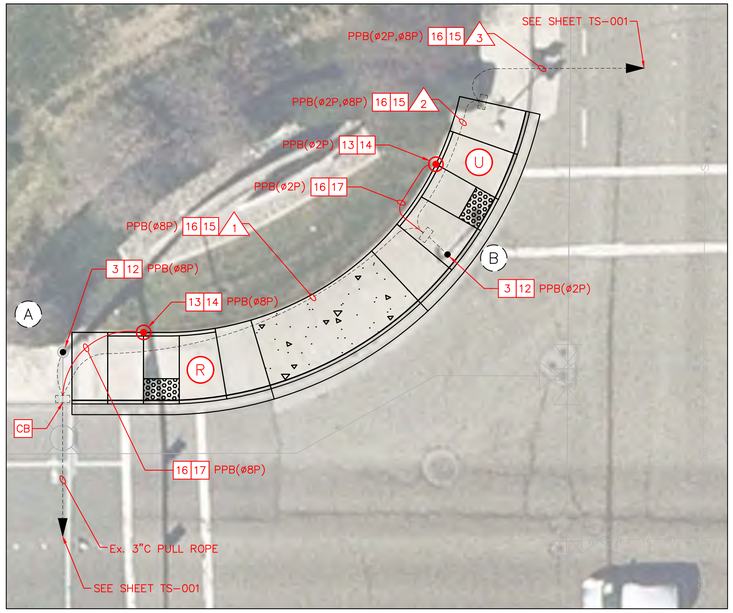
1. EXISTING TRAFFIC SIGNAL BASED ON AVAILABLE RECORD DRAWINGS. ALL EXISTING POLES AND CONDUITS TO REMAIN.
2. ALL EXISTING LOOPS AND HANDHOLES TO BE REMOVED. ABANDON EXISTING DETECTOR-LEAD-IN CABLE IN PLACE.
3. SEE TRAFFIC SIGNAL CONSTRUCTION NOTES FOR NEW WORK.
4. SEE SHEETS L-002 TO L-012 FOR PAVING WORK.
5. SEE SHEETS SM-001 TO SM-012 FOR STRIPING WORK.
6. PPB POST LOCATIONS ARE APPROXIMATE. PLACEMENT OF POSTS SHOULD CONFORM TO CA MUTCD FIGURES 4E-3 AND 4E-4 AND SECTION 4E.08. CONTRACTOR TO MARK LOCATIONS FOR CITY REVIEW AND APPROVAL.

TRAFFIC SIGNAL CONSTRUCTION NOTES

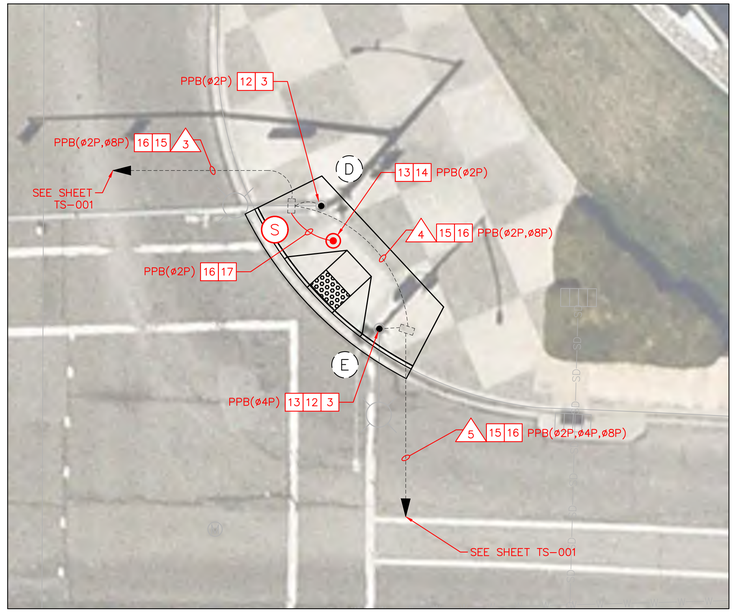
- 2 INSTALL VIDS CAMERA CABLE(S) IN EXISTING CONDUIT.
- 3 EXISTING POLE TO REMAIN.
- 12 REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON.
- 13 INSTALL APS PUSH BUTTON ON POLE 42" ABOVE SIDEWALK SURFACE PER CALTRANS STANDARD DETAIL ES-4C. CONNECT TO PPB CONDUCTORS.
- 14 INSTALL PEDESTRIAN PUSH BUTTON TYPE 2 POST PER CALTRANS STANDARD DETAIL ES-7A. LAYOUT FOR NEW PPB POST TO BE FIELD VERIFIED BY CITY.
- 15 REMOVE EXISTING PPB CONDUCTORS (SEE PHASE ON PLANS).
- 16 INSTALL NEW CONDUCTORS (2#14 PER APS PPB (SEE PHASE ON PLANS)).
- 17 INSTALL 2"C.
- CB INSTALL CONDUIT INTO EXISTING BOX.

LEGEND

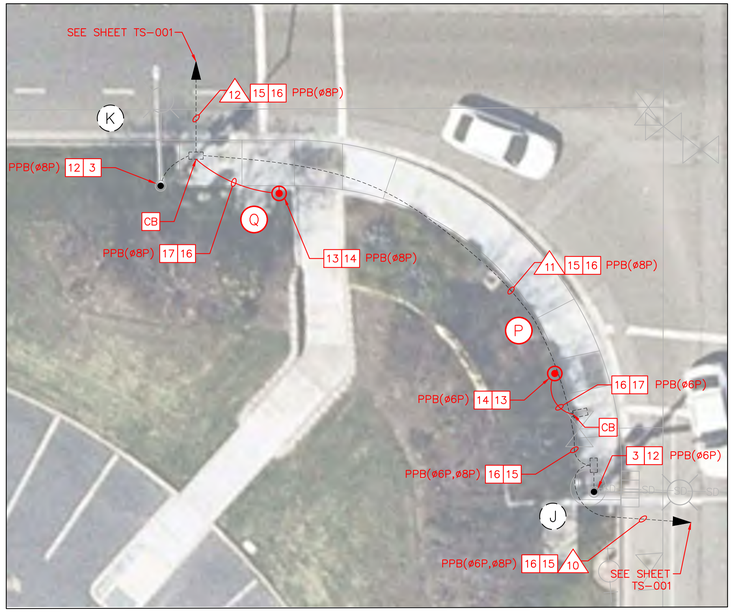
- PROPOSED POLE
- PROPOSED CONDUIT
- EXISTING POLE
- EXISTING CONDUIT



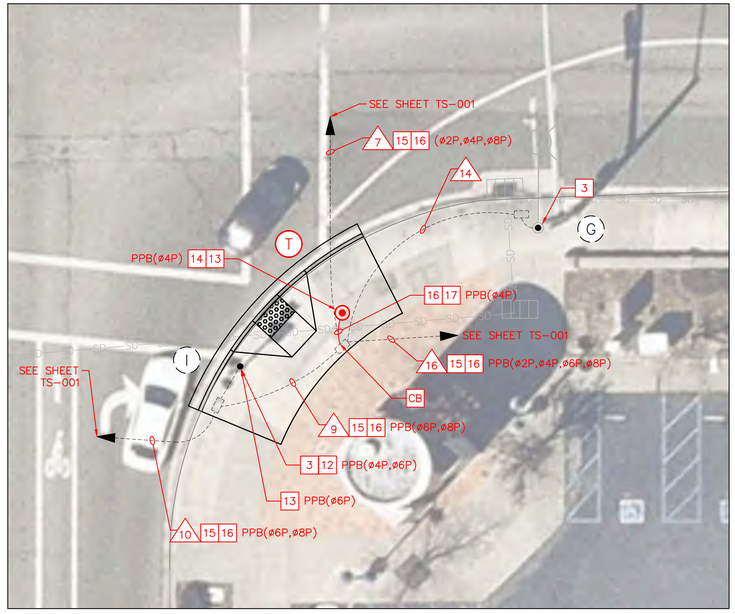
DETAIL A: NW CORNER



DETAIL B: NE CORNER



DETAIL C: SW CORNER



DETAIL D: SE CORNER

NORTH

GRAPHIC SCALE IN FEET
0 5 10 20

CONTACT 811 BEFORE YOU DIG
811
SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
ERIC KUAN-TI CHANG
No. 61548
6/30/25
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: ND Date: 8/2/24

Checked By: EC Date: 8/2/24

Designed By: EC Date: 8/2/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)

CIP NO. 4283, 4300, 4304, 4305, 7118

TRAFFIC SIGNAL MODIFICATION PLAN
TASMAN DRIVE AND ALDER DRIVE – SHEET 2 OF 3

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. TS-01A

SCALE:

SHEET 68 OF 79

Juliana.Chen Oct 14, 2025 – 10:26am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\TS-001.dwg

CONDUCTOR SCHEDULE (EXISTING TO REMAIN)

	CONDUCTOR DESIGNATION	NUMBER OF CONDUCTORS RUN NUMBER 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
NO. 14	ø1					3	3	3								3	3	
	ø2	3	3	3	3	3	3	3								3	3	
	ø3									3	3					3	3	
	ø4				3	3	3	3		3						6	6	
	ø5	3	3	3	3	3	3	3		3	3	3	3	3		6	6	
	ø6									3	3	3			3	6	6	
	ø7			3	3	3	3	3								3	3	
	ø8			3	3	3	3	3		3	3					6	6	
	ø2P		2	2	2	2	2	2								2	2	
	ø4P				2	2	2	2	USED	2						4	4	
	ø6P									2	2				2	4	4	
	ø8P	2	2	2	2	2	2	2		2	2	2	2	2		4	4	
	ø26-LRT *						3	3		1	1	1	1	1		4	4	
	ø62-LRT *						1	1	NOT	3	3	3	3	3		4	4	
	TROLLEY SIGN "ON" *							1		1	1	1	1	1		2	2	
	TROLLEY SIGN "DIMMING" *							1		1	1	1	1	1		2	2	
	PPB(ø2P)		2_N	2_N	2_N	2_N	2_N	2_N								2_N	2_N	
	PPB(ø4P)					2_N	2_N	2_N		1						4_N	4_N	
	PPB(ø6P)							2_N		2_N	2_N					2_N	2_N	
	PPB(ø8P)	2_N	2_N	2_N	2_N	2_N	2_N	2_N		2_N	2_N	2_N	2_N	2_N		4_N	4_N	
	PPB NEUTRAL	1	1	1	1	1	1	1		1	1	1	1	1		2	2	
	SPARES	3	3	3	3	3	3	3		3	3	3	3	3	3	6	6	
	PEC														3		3	3
	TOTAL NO. 14	13	16	22	27	31	35	37		34	28	19	16	16	11	76	79	
NO. 12	IISNS (120V)	2	2	2	2	2	2	2		2	2					4	4	
	VIDEO POWER	2	2	2	2	2	2	2		2	2					4	4	
	TOTAL NO. 12	4	4	4	4	4	4	4		4	4					8		
NO. 8	LIGHTING (240V)	2	2	2	2	2	2	2		2	2	2				4	4	
	SIGNAL NEUTRAL (120V)	1	1	1	1	1	1	1		1	1	1	1	1	2	2		
	IRRIGATION							2								2	2	
	TOTAL NO. 8	3	3	3	3	3	3	5		3	3	3	1	1	1	2	8	
NO. 6	120V SERVICE TO CONTROLLER															2	2	
	TOTAL NO. 6															2		
CABLES	VIDEO DETECTION COAXIAL CABLE	1	1	1	2	3	3	3		1	1				1	6	6	
	EVP CABLE	1	1	1	2	2	2	2		1	1				1	4	4	
	SUPPLEMENTAL VIDEO DETECTION COAX					1	1	1		1	1	1				2	2	
	VTA SIGNAL INTERCONNECT CABLE 6PR#19						1	1								1	1	
	MILPITAS C, 25PR #19															1	1	
LRT DLC	LRT DLC						1	2		2	2	2	2	1		4	4	
	CONDUIT SIZE (INCHES)	2	2	3	3	3	3	3		3	3	2	3					2

TWO 4"
(N) THREE 3

POLE AND EQUIPMENT SCHEDULE (EXISTING TO REMAIN)

NO.	STANDARD TYPE	STANDARD SIG. MA (FEET)	STANDARD LUM. MA (FEET)	VEHICLE SIGNAL MOUNTING MAST ARM	VEHICLE SIGNAL MOUNTING POLE	PEDESTRIAN SIGNAL MOUNTING	PPB ø	HPS LUMINAIRE (WATTS)	REMARKS
(A)	29A-5-80	55	15	MAS MAS MAS	SV-1-T	SP-1-T	ø8 ←	310	
(B)	1-B						ø2 ←		
(C)	1-B				TV-2-T	SP-1-T			
(D)	29A-5-80	55	15	MAS MAS	SV-1-T	SP-1-T	ø2 ←	310	
(E)	15		15		SV-2-TB	SP-1-T	ø4 →	310	
(F)	1-B				TV-1-T				
(G)	29A-5-80	55	15	MAS MAS	SV-1-T	SP-1-T		310	
(H)	1-B (7'0")					TP-2-T	↔ ø4		
(I)	1-B				TV-2-T	SP-1-T	ø6 → ø4 ←		
(J)	29-5-80	50	15	MAS MAS	SV-1-T	SP-1-T	ø6 ←	310	REMOVE EXISTING PEDESTRIAN PUSH BUTTON ON POLE.
(K)	15		15		SV-2-TB	SP-1-T	ø8 →	310	
(L)	1-B (7'0")					TP-2-T	↔ ø8		
(M)	1-B				TV-1-T				
(N)	TES POLE				SV-2-T				
(O)	TES POLE				SV-2-T				
(P)	PPB POST						ø6		INSTALL NEW PPB POST WITH APS PUSH BUTTON
(Q)	PPB POST						ø8		INSTALL NEW PPB POST WITH APS PUSH BUTTON
(R)	PPB POST						ø8		INSTALL NEW PPB POST WITH APS PUSH BUTTON
(S)	PPB POST						ø2		INSTALL NEW PPB POST WITH APS PUSH BUTTON
(T)	PPB POST						ø4		INSTALL NEW PPB POST WITH APS PUSH BUTTON
(U)	PPB POST						ø2		INSTALL NEW PPB POST WITH APS PUSH BUTTON

2-1271
As-Built

CONTACT 811 BEFORE YOU DIG SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — ERNEST K. KUAN — RT CHAIRMAN — No. 61548 — 6/30/25 — 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: _____ Rec. No. _____

Drawn By: ND Date: 8/2/24

Checked By: EC Date: 8/2/24

Designed By: EC Date: 8/2/24

Revisions

Num.	Description	Engr. Aprv.	Date
△			

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

TRAFFIC SIGNAL MODIFICATION PLAN
TASMAN DRIVE AND ALDER DRIVE – SHEET 3 OF 3

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. TS-01B

SCALE:

SHEET 69 OF 79

Juliana.Chen Oct 14, 2025 – 10:26am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\TS-001.dwg

TRAFFIC SIGNAL CONSTRUCTION NOTES

1. INSTALL VIDEO DETECTION CAMERA ON LUMINAIRE MAST ARM. SEE CALTRANS STANDARD DETAIL ES-7R DETAIL B. CONNECT CAMERA TO VIDS CAMERA CABLE.
2. INSTALL VIDS CAMERA CABLE(S) IN EXISTING CONDUIT.
3. EXISTING POLE TO REMAIN.
4. CONNECT VIDEO DETECTION CAMERA TO EXISTING DETECTION CARDS IN CABINET FOR STOP BAR AND ADVANCED DETECTION.
5. CONFIGURE VIDEO DETECTION LOOP.
6. CONFIGURE ADVANCE DETECTION.
10. REMOVE AND SALVAGE EXISTING CAMERA AND REMOVE EXISTING CABLE FROM CAMERA TO CABINET.
12. REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON.
13. INSTALL APS PUSH BUTTON ON POLE 42" ABOVE SIDEWALK SURFACE PER CALTRANS STANDARD DETAIL ES-4C. CONNECT TO PPB CONDUCTORS.
15. REMOVE EXISTING PPB CONDUCTORS (SEE PHASE ON PLANS).
16. INSTALL NEW CONDUCTORS (2#14 PER APS PPB (SEE PHASE ON PLANS)).
18. ABANDON IN PLACE EXISTING LOOPS AND DETECTOR HANDHOLE. HANDHOLE TO BE REMOVED AND BECOME PROPERTY OF THE CONTRACTOR. HOLE WILL BE PATCHED AS PART OF PAVEMENT REHABILITATION.
AB. ABANDON, IF APPLIED TO CONDUIT, REMOVE CONDUCTORS.
RC. EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME PROPERTY OF THE CONTRACTOR.

GENERAL NOTES

1. EXISTING TRAFFIC SIGNAL BASED ON AVAILABLE RECORD DRAWINGS. ALL EXISTING POLES AND CONDUITS TO REMAIN.
2. ALL EXISTING LOOPS AND HANDHOLES TO BE REMOVED. ABANDON EXISTING DETECTOR-LEAD-IN CABLE IN PLACE.
3. SEE TRAFFIC SIGNAL CONSTRUCTION NOTES FOR NEW WORK.
4. SEE SHEETS L-001 TO L-010 FOR PAVING WORK.
5. SEE SHEETS SM-001 TO SM-010 FOR STRIPING WORK.
6. PPB POST LOCATIONS ARE APPROXIMATE. PLACEMENT OF POSTS SHOULD CONFORM TO CA MUTCD FIGURES 4E-3 AND 4E-4 AND SECTION 4E.08. CONTRACTOR TO MARK LOCATIONS FOR CITY REVIEW AND APPROVAL.

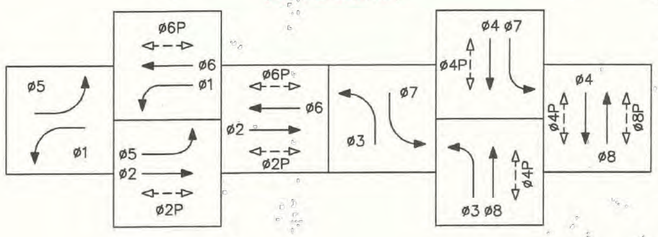
LEGEND

- 6' X 40' STOP BAR VIDEO DETECTION AREA
- 4' X 10' BICYCLE VIDEO DETECTION AREA
- ADVANCE DETECTION AREA
- EXISTING CONDUIT

GRAPHIC SCALE IN FEET
0 10 20 40

STEADY DEMAND SEQUENCE

(EXISTING TO REMAIN)



MODIFIED PHASE DIAGRAM

(EXISTING TO REMAIN)

EVA= ø2 + ø5
EVB= ø4 + ø7
EVC= ø1 + ø6
EVD= ø3 + ø8

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — TSUN-KUAN TI CHIEN — No. 61548 — 6/30/25 — 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: ND Date: 8/2/24
Checked By: EC Date: 8/2/24
Designed By: EC Date: 8/2/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

TRAFFIC SIGNAL MODIFICATION PLAN
GREAT MALL PARKWAY AND MCCANDLESS DRIVE – SHEET 1 OF 3

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. TS-02
SCALE: NTS
SHEET 70 OF 79

Juliana.Chen Oct 14, 2025 – 10:27am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\TS-002.dwg

GENERAL NOTES

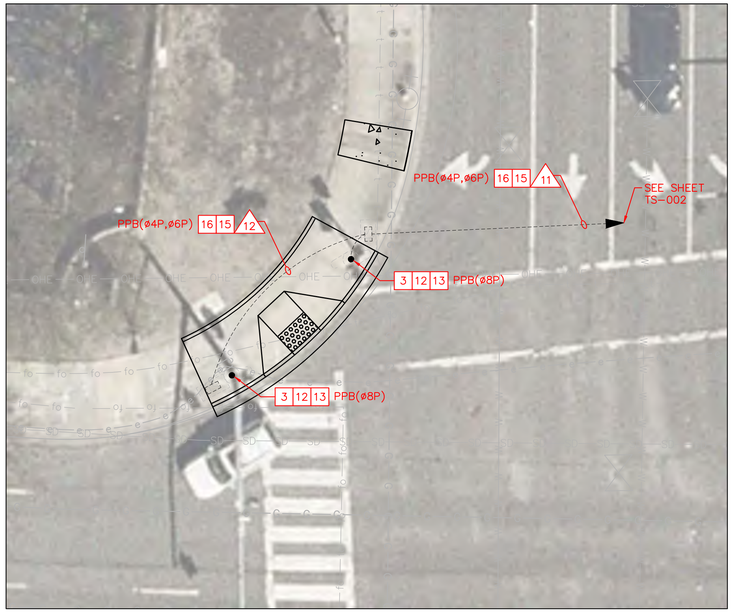
1. EXISTING TRAFFIC SIGNAL BASED ON AVAILABLE RECORD DRAWINGS. ALL EXISTING POLES AND CONDUITS TO REMAIN.
2. ALL EXISTING LOOPS AND HANDHOLES TO BE REMOVED. ABANDON EXISTING DETECTOR-LEAD-IN CABLE IN PLACE.
3. SEE TRAFFIC SIGNAL CONSTRUCTION NOTES FOR NEW WORK.
4. SEE SHEETS L-002 TO L-012 FOR PAVING WORK.
5. SEE SHEETS SM-001 TO SM-012 FOR STRIPING WORK.
6. PPB POST LOCATIONS ARE APPROXIMATE. PLACEMENT OF POSTS SHOULD CONFORM TO CA MUTCD FIGURES 4E-3 AND 4E-4 AND SECTION 4E.08. CONTRACTOR TO MARK LOCATIONS FOR CITY REVIEW AND APPROVAL.

TRAFFIC SIGNAL CONSTRUCTION NOTES

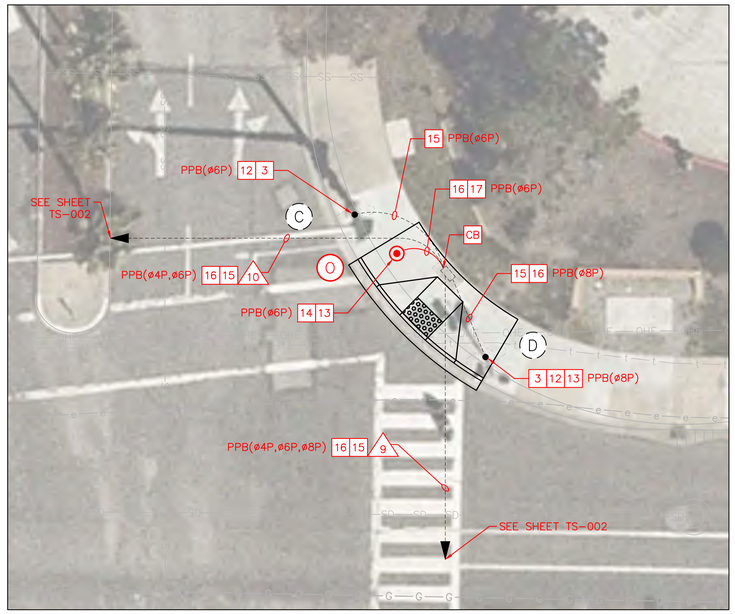
- 3 EXISTING POLE TO REMAIN.
- 12 REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON.
- 13 INSTALL APS PUSH BUTTON ON POLE 42" ABOVE SIDEWALK SURFACE PER CALTRANS STANDARD DETAIL ES-4C. CONNECT TO PPB CONDUCTORS.
- 14 INSTALL PEDESTRIAN PUSH BUTTON TYPE 2 POST PER CALTRANS STANDARD DETAIL ES-7A. LAYOUT FOR NEW PPB POST TO BE FIELD VERIFIED BY CITY.
- 15 REMOVE EXISTING PPB CONDUCTORS (SEE PHASE ON PLANS).
- 16 INSTALL NEW CONDUCTORS (2#14 PER APS PPB (SEE PHASE ON PLANS)).
- 17 INSTALL 2"C.
- 19 REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON POLE.
- CB INSTALL CONDUIT INTO EXISTING BOX.

LEGEND

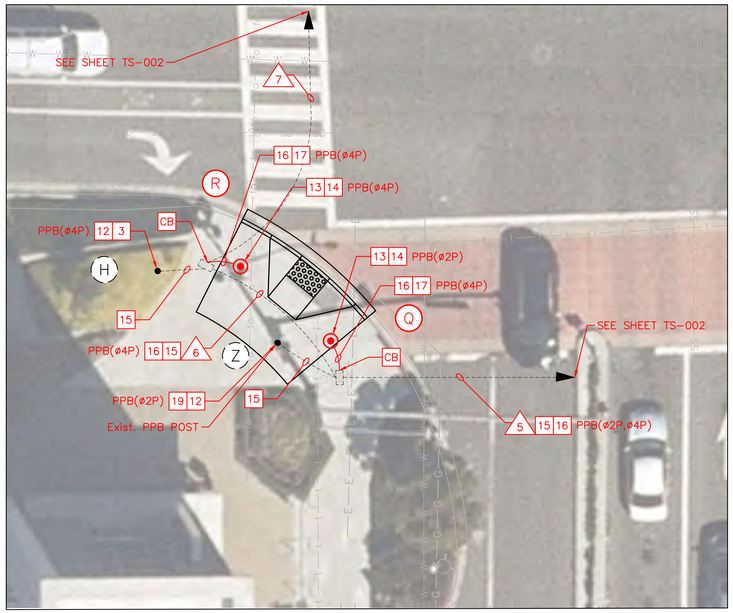
- PROPOSED POLE
- PROPOSED CONDUIT
- EXISTING POLE
- EXISTING CONDUIT



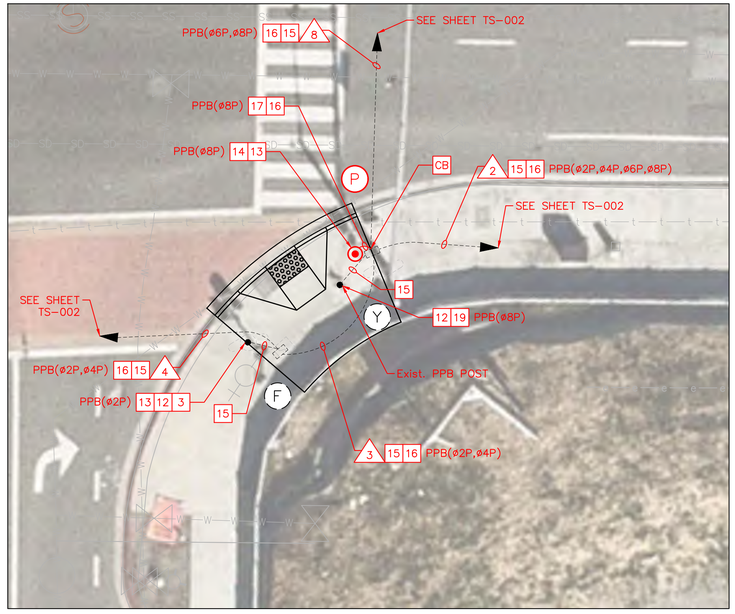
DETAIL A: NW CORNER



DETAIL B: NE CORNER



DETAIL C: SW CORNER



DETAIL D: SE CORNER

GRAPHIC SCALE IN FEET
0 5 10 20

CONTACT 811 BEFORE YOU DIG. SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER. ERNEST K. KUAN-YI CHANG. No. 61548. 6/30/25. 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: KD Date: 8/2/24

Checked By: BG Date: 8/2/24

Designed By: BG Date: 8/2/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS. CALIFORNIA. INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

TRAFFIC SIGNAL MODIFICATION PLAN
GREAT MALL PARKWAY AND MCCANDLESS DRIVE – SHEET 2 OF 3

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. TS-02A

SCALE:

SHEET 71 OF 79

Juliana.Chen Oct 14, 2025 - 10:28am K:\sjc_trans\097384010 - milpitas pr 2024\Design\sheets 2025\TS-001.dwg

CONDUCTOR AND CONDUIT SCHEDULE (EXISTING TO REMAIN)

CONDUCTOR DESIGNATION	CONDUCTOR RUN	1	2	3	4	5	6	7	8	9	10	11	12
NO.14	ø1	3	3	3	3	3	3	3					
	ø2	3	3	3	3	3	3						
	ø3	3	3						3	3	3	3	
	ø4	6	6	3	3	3			3	3	3	3	
	ø5	3	3						3	3			
	ø6	3	3						3	3	3	3	3
	ø7	3	3	3	3	3							
	ø8	6	6	3					3	3			
	ø2P	2	2	2	2	2	2						
	ø4P	4	4	2	2	2			2	2	2	2	
	ø6P	2	2						2	2	2	2	2
	ø8P	4	4	2					2	2			
	ø2PPB	2_N	2_N	2_N	2_N	2_N							
	ø4PPB	4_N	4_N	2_N	2_N	2_N	2_N	2_N	2_N	2_N	2_N	2_N	2_N
	ø6PPB	2_N	2_N						2_N	2_N	2_N	2_N	
	ø8PPB	4_N	4_N	1					2_N	2_N			
	PPB NEUTRAL	2	2				1				1	1	1
	SPARES	6	6	3	3	3	3	3	3	3	3	3	3
	TOTAL NO. 14	56	56	27	21	21	13	7	27	27	19	19	10
NO.8	LIGHTING (240 V)		2	2	2	2			2	2	2	2	2
	SIGNAL NEUTRAL	2	2	1	1	1	1	1	1	1	1	1	1
	TOTAL NO.8	2	4	3	3	3	1	1	3	3	3	3	3
NO.6	SIGNAL SERVICE (120V)	2	2										
DLC	ø1	2	2						2				
	ø2	2	2	2	2	2	2						
	ø3	2	2	2	2								
	ø4	2	2						2	2	2	2	
	ø5	2	2	2	2	2	2	2					
	ø6	3	3						3	3			
	ø7	2	2						2	2	2		
	ø8	2	2	2									
	TOTAL DLC	17	17	8	6	4	4	2	9	7	4	2	
SIGNAL INTERCONNECT CABLE (SIC)		1	1						1	1	1	1	
EMERGENCY VEHICLE PREEMPTION CABLE		4	4	1	1	1			2	2	1	1	1
CONDUIT SIZE (INCHES)		TWO 3	TWO 3	~~TWO~~ 3	3	3	2	2	~~TWO~~ 3	~~TWO~~ 3	2½	2½	2

ABANDON DLC CABLES

N = INSTALL NEW CABLE IN EXISTING CONDUIT

		1	2	3	4	5	6	7	8	9	10	11	12
VIDEO DETECTION CABLE	ø1, ø6	1_N	1_N							1_N	1_N	1_N	1_N
	ø2, ø5	1_N	1_N	1_N	1_N								
	ø3, ø8	1_N	1_N							1_N	1_N		
	ø4, ø7	1_N	1_N	1_N	1_N	1_N	1_N						
	TOTAL VIDEO DETECTION	4_N	4_N	2	2	2_N	1_N			2_N	2_N	1_N	1_N	1_N

N = INSTALL NEW CABLE IN EXISTING CONDUIT

POLE AND EQUIPMENT SCHEDULE (EXISTING TO REMAIN)

NO.	TYPE	STANDARD SIG MA (FEET)	STANDARD LUM. MA (FEET)	VEH SIG MTG MAST ARM	VEH SIG MTG POLE	PED SIGNAL MTG	PPB ø	PPB ARROW	HPS LUMINAIRE (WATTS)	SPECIAL REQUIREMENTS *
A	26-4-70	40	15	MAS MAS	SV-1-T	SP-1-T	4	←	250	EXISTING SNS TO REMAIN ON SMA. INSTALL VIDEO DETECTION CAMERA ON LUMINAIRE MAST ARM. SEE CALTRANS ES-7R DETAIL B.
B	1-B				TV-2-T	SP-1 -T	6	→		
C	26-4-70	45	15	MAS MAS	SV-1-T	SP-1-T	6	←	250	EXISTING SNS TO REMAIN ON SMA. INSTALL VIDEO DETECTION CAMERA ON LUMINAIRE MAST ARM. SEE CALTRANS ES-7R DETAIL B.
D	1-B				TV-2-T	SP-1-T	8	←		
E	29-5-70	55	15	MAS MAS	SV-1-T	SP-1-T	8	←	250	EXISTING SNS TO REMAIN ON SMA. INSTALL VIDEO DETECTION CAMERA ON LUMINAIRE MAST ARM. SEE CALTRANS ES-7R DETAIL B.
F	1-B					SP-1-T	2	←		
G	26-4-70	40	15	MAS MAS	SV-1-T	SP-1-T	2	→	250	EXISTING SNS TO REMAIN ON SMA. INSTALL VIDEO DETECTION CAMERA ON LUMINAIRE MAST ARM. SEE CALTRANS ES-7R DETAIL B.
H	1-B				TV-2-T	SP-1-T	4	→		
J	1-B				TV-1-T					
K	PPB POST						4	→		
L	PPB POST						6	→		
M	PPB POST						8	→		
N	PPB POST						2	→		
O	PPB POST						6	→		INSTALL NEW PPB POST WITH APS PUSH BUTTON
P	PPB POST						8	→		INSTALL NEW PPB POST WITH APS PUSH BUTTON
Q	PPB POST						2	→		INSTALL NEW PPB POST WITH APS PUSH BUTTON
R	PPB POST						4	→		INSTALL NEW PPB POST WITH APS PUSH BUTTON
Y	PPB POST						8	→		REMOVE EXISTING POST
Z	PPB POST						2	→		REMOVE EXISTING POST

ALL EQUIPMENT IS EXISTING UNLESS OTHERWISE NOTED.

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — ELMER X. KUAN — 17 CHEMICAL — No. 61548 — 6/30/25 — 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: ND Date: 8/2/24

Checked By: EC Date: 8/2/24

Designed By: EC Date: 8/2/24

Revisions

Num.	Description	Engr. Aprv.	Date
△			

CITY OF MILPITAS — CALIFORNIA — JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

TRAFFIC SIGNAL MODIFICATION PLAN
GREAT MALL PARKWAY AND MCCANDLESS DRIVE – SHEET 3 OF 3

RECOMMENDED FOR BIDDING BY: *Lyhak Eam* DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. TS-002B

SCALE: NTS

SHEET 72 OF 79

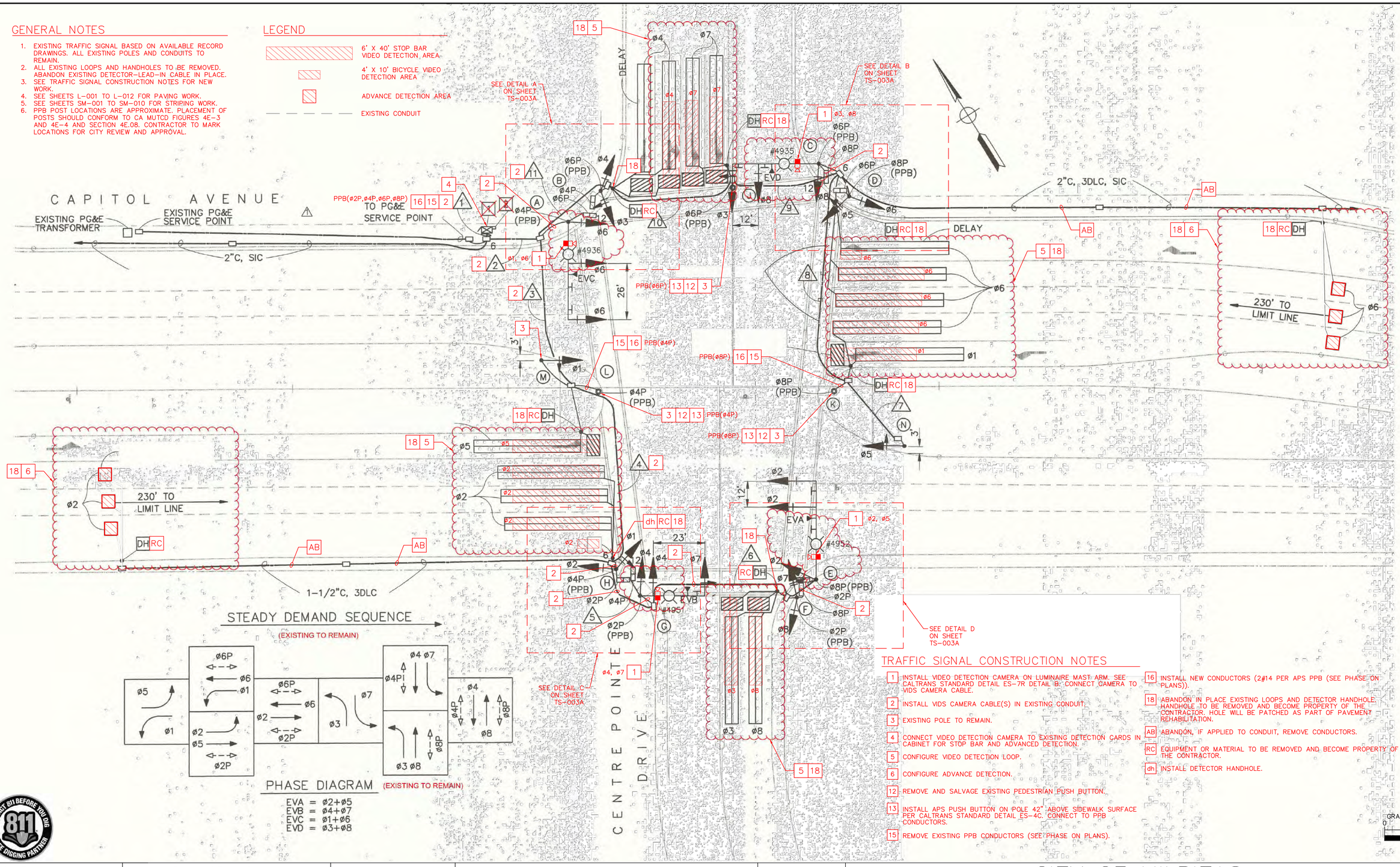
Juliana.Chen Oct 14, 2025 – 10:28am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\TS-002.dwg

GENERAL NOTES

1. EXISTING TRAFFIC SIGNAL BASED ON AVAILABLE RECORD DRAWINGS. ALL EXISTING POLES AND CONDUITS TO REMAIN.
2. ALL EXISTING LOOPS AND HANDHOLES TO BE REMOVED. ABANDON EXISTING DETECTOR–LEAD–IN CABLE IN PLACE.
3. SEE TRAFFIC SIGNAL CONSTRUCTION NOTES FOR NEW WORK.
4. SEE SHEETS L–001 TO L–012 FOR PAVING WORK.
5. SEE SHEETS SM–001 TO SM–010 FOR STRIPING WORK.
6. PPB POST LOCATIONS ARE APPROXIMATE. PLACEMENT OF POSTS SHOULD CONFORM TO CA MUTCD FIGURES 4E–3 AND 4E–4 AND SECTION 4E.08. CONTRACTOR TO MARK LOCATIONS FOR CITY REVIEW AND APPROVAL.

LEGEND

- 6' X 40' STOP BAR VIDEO DETECTION AREA
- 4' X 10' BICYCLE VIDEO DETECTION AREA
- ADVANCE DETECTION AREA
- EXISTING CONDUIT



TRAFFIC SIGNAL CONSTRUCTION NOTES

1. INSTALL VIDEO DETECTION CAMERA ON LUMINAIRE MAST ARM. SEE CALTRANS STANDARD DETAIL ES–7R DETAIL B. CONNECT CAMERA TO VIDS CAMERA CABLE.
2. INSTALL VIDS CAMERA CABLE(S) IN EXISTING CONDUIT.
3. EXISTING POLE TO REMAIN.
4. CONNECT VIDEO DETECTION CAMERA TO EXISTING DETECTION CARDS IN CABINET FOR STOP BAR AND ADVANCED DETECTION.
5. CONFIGURE VIDEO DETECTION LOOP.
6. CONFIGURE ADVANCE DETECTION.
12. REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON.
13. INSTALL APS PUSH BUTTON ON POLE 42" ABOVE SIDEWALK SURFACE PER CALTRANS STANDARD DETAIL ES–4C. CONNECT TO PPB CONDUCTORS.
15. REMOVE EXISTING PPB CONDUCTORS (SEE PHASE ON PLANS).
16. INSTALL NEW CONDUCTORS (2#14 PER APS PPB (SEE PHASE ON PLANS)).
18. ABANDON IN PLACE EXISTING LOOPS AND DETECTOR HANDHOLE. HANDHOLE TO BE REMOVED AND BECOME PROPERTY OF THE CONTRACTOR. HOLE WILL BE PATCHED AS PART OF PAVEMENT REHABILITATION.
AB. ABANDON, IF APPLIED TO CONDUIT, REMOVE CONDUCTORS.
RC. EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME PROPERTY OF THE CONTRACTOR.
dh. INSTALL DETECTOR HANDHOLE.

GRAPHIC SCALE IN FEET
0 10 20 40

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — ELMER KUAN–TI CHEN — No. 61548 — 6/30/25 — 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: ND Date: 8/2/24
Checked By: EC Date: 8/2/24
Designed By: EC Date: 8/2/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

TRAFFIC SIGNAL MODIFICATION PLAN
GREAT MALL PARKWAY AND CENTRE POINTE DRIVE – SHEET 1 OF 3

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118
Rec. Dwg No. TS–03
SCALE: NTS
SHEET 73 OF 79

Juliana.Chen Oct 14, 2025 – 10:28am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\TS–003.dwg

GENERAL NOTES

1. EXISTING TRAFFIC SIGNAL BASED ON AVAILABLE RECORD DRAWINGS. ALL EXISTING POLES AND CONDUITS TO REMAIN.
2. ALL EXISTING LOOPS AND HANDHOLES TO BE REMOVED. ABANDON EXISTING DETECTOR-LEAD-IN CABLE IN PLACE.
3. SEE TRAFFIC SIGNAL CONSTRUCTION NOTES FOR NEW WORK.
4. SEE SHEETS L-002 TO L-012 FOR PAVING WORK.
5. SEE SHEETS SM-001 TO SM-012 FOR STRIPING WORK.
6. PPB POST LOCATIONS ARE APPROXIMATE. PLACEMENT OF POSTS SHOULD CONFORM TO CA MUTCD FIGURES 4E-3 AND 4E-4 AND SECTION 4E.08. CONTRACTOR TO MARK LOCATIONS FOR CITY REVIEW AND APPROVAL.

TRAFFIC SIGNAL CONSTRUCTION NOTES

2 INSTALL VIDS CAMERA CABLE(S) IN EXISTING CONDUIT.

3 EXISTING POLE TO REMAIN.

12 REMOVE AND SALVAGE EXISTING PEDESTRIAN PUSH BUTTON.

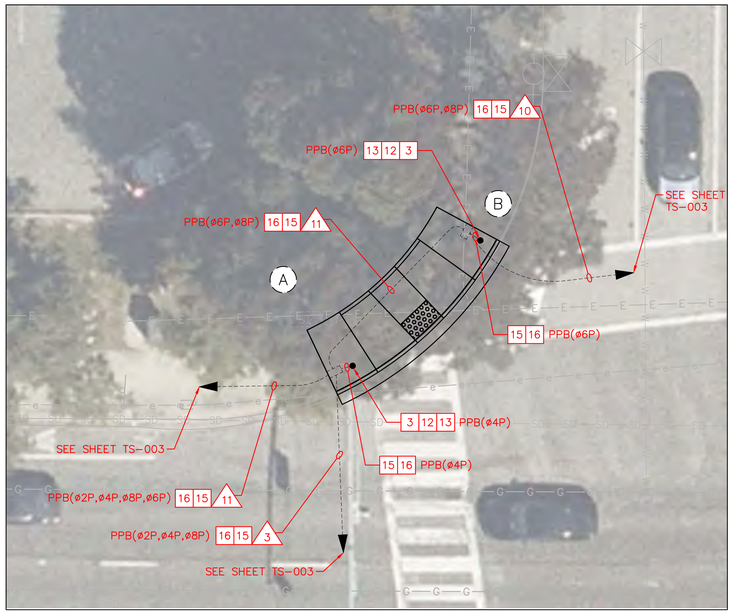
13 INSTALL APS PUSH BUTTON ON POLE 42" ABOVE SIDEWALK SURFACE PER CALTRANS STANDARD DETAIL ES-4C. CONNECT TO PPB CONDUCTORS.

15 REMOVE EXISTING PPB CONDUCTORS (SEE PHASE ON PLANS).

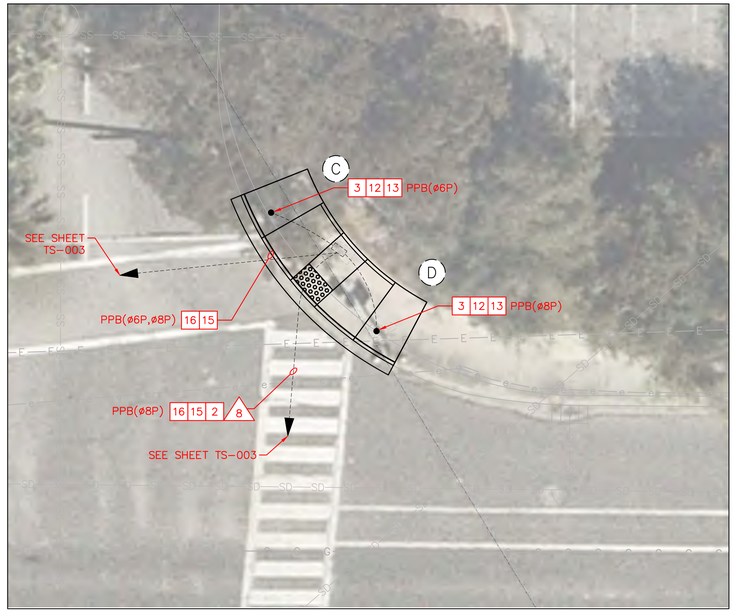
16 INSTALL NEW CONDUCTORS (2#14 PER APS PPB (SEE PHASE ON PLANS)).

LEGEND

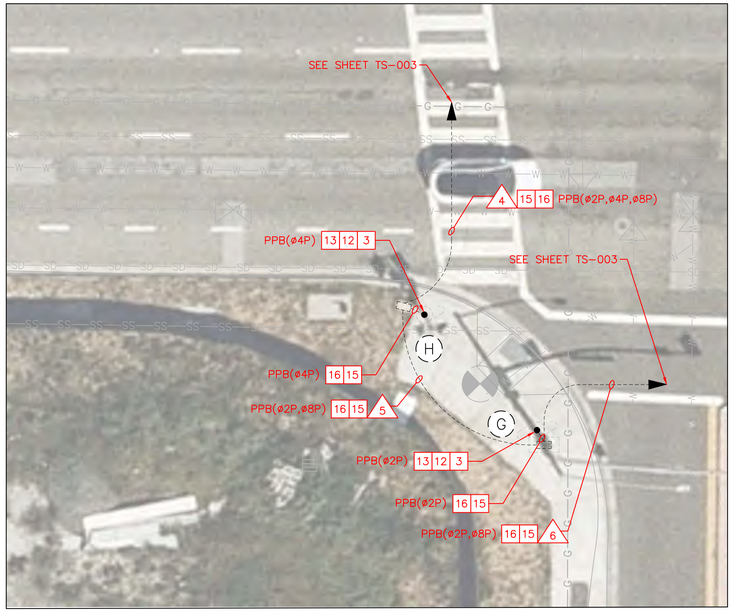
- PROPOSED POLE
- PROPOSED CONDUIT
- EXISTING POLE
- EXISTING CONDUIT



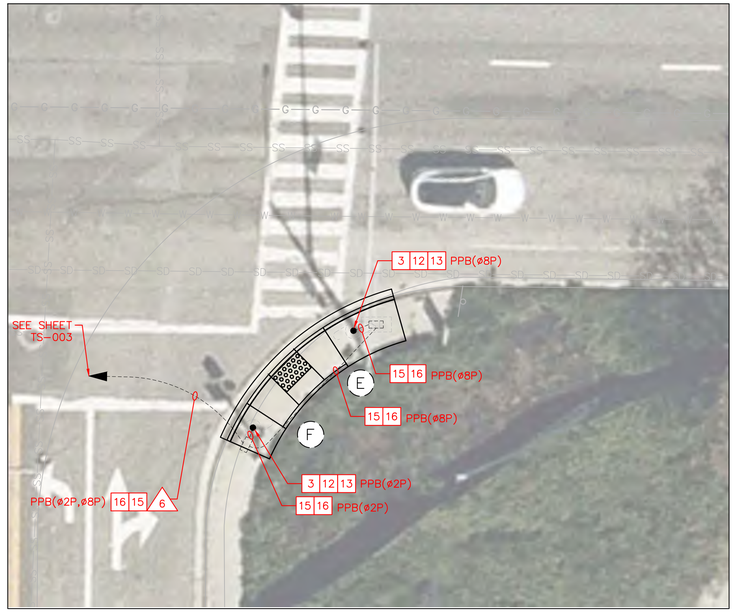
DETAIL A: NW CORNER



DETAIL B: NE CORNER



DETAIL C: SW CORNER



DETAIL D: SE CORNER

NORTH

GRAPHIC SCALE IN FEET
0 5 10 20

CONTACT 811 BEFORE YOU DIG SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — EDWIN KUAN-FU CHANG — No. 61548 — 6/30/25 — 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: ND Date: 8/2/24

Checked By: EC Date: 8/2/24

Designed By: EC Date: 8/2/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

TRAFFIC SIGNAL MODIFICATION PLAN
GREAT MALL PARKWAY AND CENTRE POINTE DRIVE – SHEET 2 OF 3

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. TS-03A

SCALE:

SHEET 74 OF 79

Juliana.Chen Oct 14, 2025 – 10:29am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\TS-001.dwg

CONDUCTOR AND CONDUIT SCHEDULE

CONDUCTOR DESIGNATION	CONDUCTOR RUN	1	2	3	4	5	6	7	8	9	10	11
NO.14	ø1	3	3	3	3							
	ø2	3	3	3	3	3	3					
	ø3	3	3							3	3	3
	ø4	6	6	3	3	3						3
	ø5	3	3					3	3	3	3	3
	ø6	3	3							3	3	3
	ø7	3	3	3	3	3	3					
	ø8	6	6	3	3	3	3			3	3	3
	ø2P	2	2	2	2	2	2					
	ø4P	2	2	2	2	2						2
	ø6P	2	2							2	2	2
	ø8P	4	4	2	2	2	2			2N	2N	2N
	ø2PPB	2N	2N	2N	2N	2N	2N					
	ø4PPB	2N	2N	2N	2N	2N						2N
	ø6PPB	4N	4N							2N	2N	2N
	ø8PPB	4N	4N	2N	2N	2N	2N		2N	2N	2N	2N
	PPB NEUTRAL	2	2	1	1	1	1		1	1	1	1
	SPARES	6	6	3	3	3	3	3	3	3	3	3
	TOTAL NO. 14	53	53	28	28	25	19	6	8	22	22	28
NO.8	LIGHTING (240 V)		2	2	2	2	2			2	2	2
	SIGNAL NEUTRAL	1	1	1	1	1	1	1	1	1	1	1
	TOTAL NO.8	1	3	3	3	3	3	1	1	3	3	3
NO.6	SIGNAL SERVICE (120V)	2										
DLC	ø1	2 (AB)	2 (AB)						2 (AB)	2 (AB)	2 (AB)	2 (AB)
	ø2	6 (AB)	6 (AB)	6 (AB)	6 (AB)							
	ø3	2 (AB)	2 (AB)	2 (AB)	2 (AB)	2 (AB)	2 (AB)					
	ø4	4 (AB)	4 (AB)									4 (AB)
	ø5	2 (AB)	2 (AB)	2 (AB)								
	ø6	7 (AB)	7 (AB)						1 (AB)	7 (AB)	7 (AB)	7 (AB)
	ø7	4 (AB)	4 (AB)								4 (AB)	4 (AB)
	ø8	2 (AB)	2 (AB)	2 (AB)	2 (AB)	2 (AB)	2 (AB)					
	TOTAL DLC	29 (AB)	29 (AB)	12 (AB)	10 (AB)	4 (AB)	4 (AB)		3 (AB)	9 (AB)	13 (AB)	17 (AB)
SIGNAL INTERCONNECT CABLE (SIC)		2	1							1	1	1
EMERGENCY VEHICLE PREEMPTION CABLE		4	4	2	2	2	1			1	1	1

N = INSTALL NEW CABLE IN EXISTING CONDUIT

	1	2	3	4	5	6	7	8	9	10	11
VIDEO DETECTION CABLE											
ø1, ø6	1N	1N									
ø2, ø5	1N	1N	1N	1N	1N	1N					
ø3, ø8	1N	1N							1N	1N	1N
ø4, ø7	1N	1N	1N	1N	1N						
TOTAL VIDEO DETECTION	4N	4N	2	2N	2N	1N			1N	1N	1N
CONDUIT SIZE (IN.)	3–3	3	2–2½	3	2½	2½	2	2	3	2–2½	2–2½

N = INSTALL NEW CABLE IN EXISTING CONDUIT

POLE AND EQUIPMENT SCHEDULE

NO.	STANDARD TYPE	STANDARD SIG MA (FEET)	STANDARD LUM. MA (FEET)	VEH SIG MTG MAST ARM	VEH SIG MTG POLE	PED SIGNAL MTG	PPB ø	PPB ARROW	HPS LUMINAIRE (WATTS)	SPECIAL REQUIREMENTS *
A	26-4-70	45	15	MAS MAS	SV-1-T	SP-1-T	4	←	250	INSTALL VIDEO DETECTION CAMERA ON LUMINAIRE MAST ARM. SEE CALTRANS ES-7R DETAIL B.
B	1-B				TV-2-T	SP-1 -T	6	→		
C	26-4-70	40	15	MAS MAS	SV-1-T	SP-1-T	6	←	250	INSTALL VIDEO DETECTION CAMERA ON LUMINAIRE MAST ARM. SEE CALTRANS ES-7R DETAIL B.
D	1-B				TV-2-T	SP-1-T	8	←→		
E	26-4-70	45	15	MAS MAS	SV-1-T	SP-1-T	8	←→	250	INSTALL VIDEO DETECTION CAMERA ON LUMINAIRE MAST ARM. SEE CALTRANS ES-7R DETAIL B.
F	1-B				TV-2-T	SP-1-T	2	←→		
G	19-3-70	30	15	MAS MAS	SV-1-T	SP-1-T	2	←→	250	INSTALL VIDEO DETECTION CAMERA ON LUMINAIRE MAST ARM. SEE CALTRANS ES-7R DETAIL B.
H	1-B				TV-2-T	SP-1-T	4	→		
J	PPB POST						6	←→		
K	PPB POST						8	←→		
L	PPB POST						4	←→		
M	1-B				TV-1-T					
N	1-B				TV-1-T					

ALL EQUIPMENT IS EXISTING UNLESS OTHERWISE NOTED.

CONTACT 811 BEFORE YOU DIG — SAFE DIGGING PARTNER

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — ERNEST KUAN-TI CHANG — No. 61548 — 6/30/25 — 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: ND Date: 8/2/24

Checked By: EC Date: 8/2/24

Designed By: EC Date: 8/2/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

TRAFFIC SIGNAL MODIFICATION PLAN
GREAT MALL PARKWAY AND CENTRE POINTE DRIVE – SHEET 3 OF 3

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. TS-003B

SCALE: NTS

SHEET 75 OF 79

Juliana.Chen Oct 14, 2025 – 10:29am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\TS-003.dwg

Table 1 Existing Pavement Section Summary

Core Number	Location	AC Overlay (in)	AC Thickness (in)	Concrete Thickness (in)	AB Thickness (in)	Total Section Thickness (in)	Subgrade Soil Type (USCS)
C1	Thompson St. N	1 1/2	3 1/2		3	8	CL
C2	Thompson St. S	1 1/2	4 1/4		>18	>23 3/4	CL
C3	Great Mall Parkway W#2	2	3 1/2		6 1/2	12	Select Fill?
C4	Great Mall Parkway E#1	4	2 1/4		6	12 1/4	Select Fill?
C5	Great Mall Parkway E#3	4	8(concrete?)	possible?	6	18	CL
C6	Great Mall Parkway E#3	4 1/4			12 1/2	16 3/4	SC
C7	Great Mall Parkway E#3	4 1/4	3 1/2(concrete?)	possible?	10	17 3/4	CH
C8	Great Mall Parkway E#1	2 1/2	8 1/2		6	17	CH
C9	Great Mall Parkway W#3	1 1/2*	5		15 1/2	22	CH
C10	Great Mall Parkway W#1	2 1/4* / 2 1/2	3 1/4		13	21	CL
C11	Great Mall Parkway W#3	4			>16	>20	CL
C12	Alder W#2	2 3/4	5 1/4		16	24	CL
C13	Alder E#1	2 1/4 / 3	3 1/2		15 1/4	24	CL
C14	Tasman E#BL	7			12	19	CL
C15	Tasman W#2	6 1/2			17 1/2	24	CL
C16	Great Mall Parkway W#2	4 1/2			>18	>22 1/2	CL

*Fabric present between the overlay.

Notes:
- N,S,E,W indicated direction of travel for the lane where the core was advanced.
- C6 measurements were taken from a utility trench excavation advanced by PG&E in the area of our proposed core.

Juliana.Chen Oct 14, 2025 – 10:30am K:\sjc_trans\097384010 – milpitas pr 2024\Design\sheets 2025\CD-005.dwg

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — No. C 78272 — 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: AG Date: 11/15/24

Checked By: BS Date: 11/15/24

Designed By: JS Date: 11/15/24

Revisions

Num.	Description	Engr. Aprv.	Date
1			

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT — ENGINEERING DIVISION

STREET RESURFACING 2025 – Dempsey Road & Great Mall Parkway (Phase II)
CIP NO. 4283, 4300, 4304, 4305, 7118

GEOTECHNICAL CORING TABLE– SHEET 1 OF 1

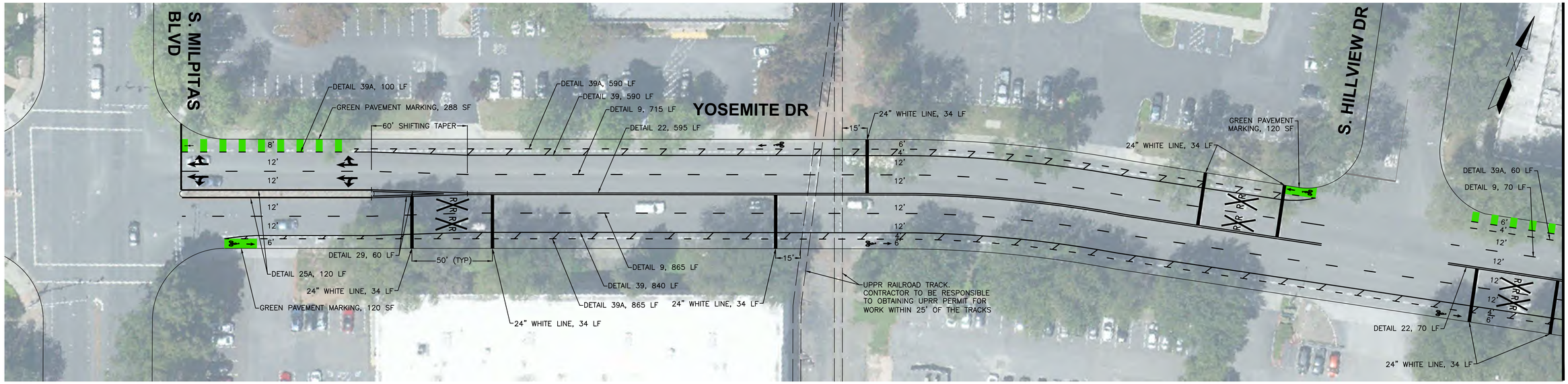
RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 11/5/2025
LYHAK EAM, P.E., PW DIVISION MANAGER – ENGINEERING

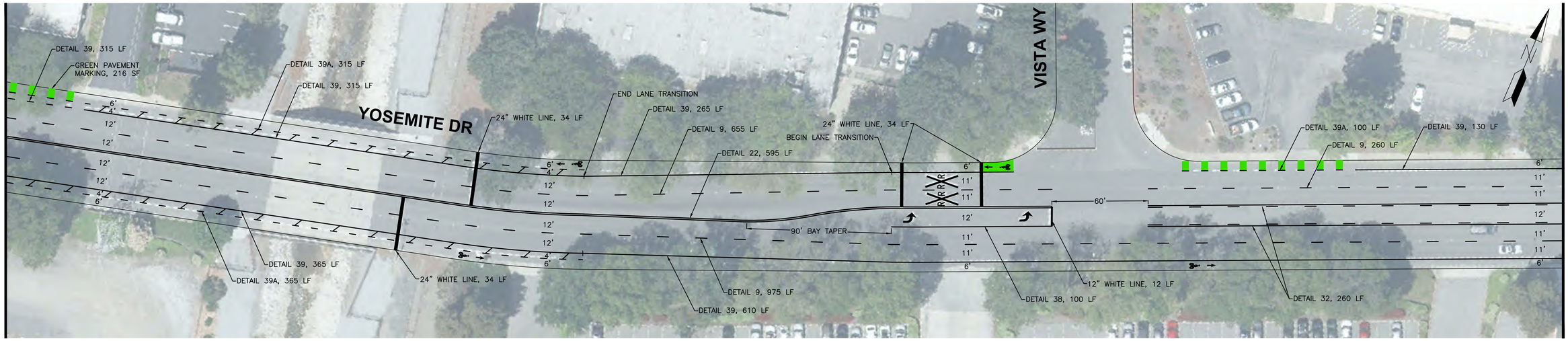
PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec. Dwg No. GR-01

SCALE: NTS

SHEET 76 OF 79





CONSTRUCTION NOTES:

1. CONTRACTOR SHALL REMOVE EXISTING PAVEMENT DELINEATION WHICH CONFLICTS WITH THIS PLAN.
2. ALL PAVEMENT STRIPING AND MARKINGS TO 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 HALL BE IN ACCORDANCE WITH THE LATEST EDITION OF CA MUTCD AND CALTRANS STANDARD PLANS.
5. FOR ALL CONCRETE BRIDGE DECK STRIPING, USE CONTRAST STRIPE PER CALTRANS A20E OPTION 2 FOR LANE LINES.
6. SPECIAL PRIMER IS REQUIRED FOR GREEN PAVEMENT MARKING ON CONCRETE BRIDGE DECK.

LEGEND:

- INSTALL STRIPE / CHANGE IN DELIENATION DETAIL
- INSTALL BIKE LANE SYMBOL WITH ARROW
- INSTALL RAILROAD CROSSING SYMBOL
- INSTALL BICYCLE LOOP DETECTOR SYMBOL
- INSTALL TYPE IV (LEFT OR RIGHT)
- INSTALL TYPE VII (LEFT OR RIGHT)

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — MICHAEL SILVA EAM — 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: AH Date: 9/12/25

Check By: MC Date: 9/12/25

Designed By: AH Date: 9/12/25

Revisions

Num.	Description	Engr. Aprv.	Date:

CITY OF MILPITAS — CALIFORNIA — INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

YOSEMITE DRIVE RESTRIPING
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING PLAN - SHEET 1 OF 2

RECOMMENDED FOR BIDDING BY: *Lyhak Eam*
Lyhak Eam, P.E.
Public Works Division Manager - Engineering
DATE: 11/5/2025

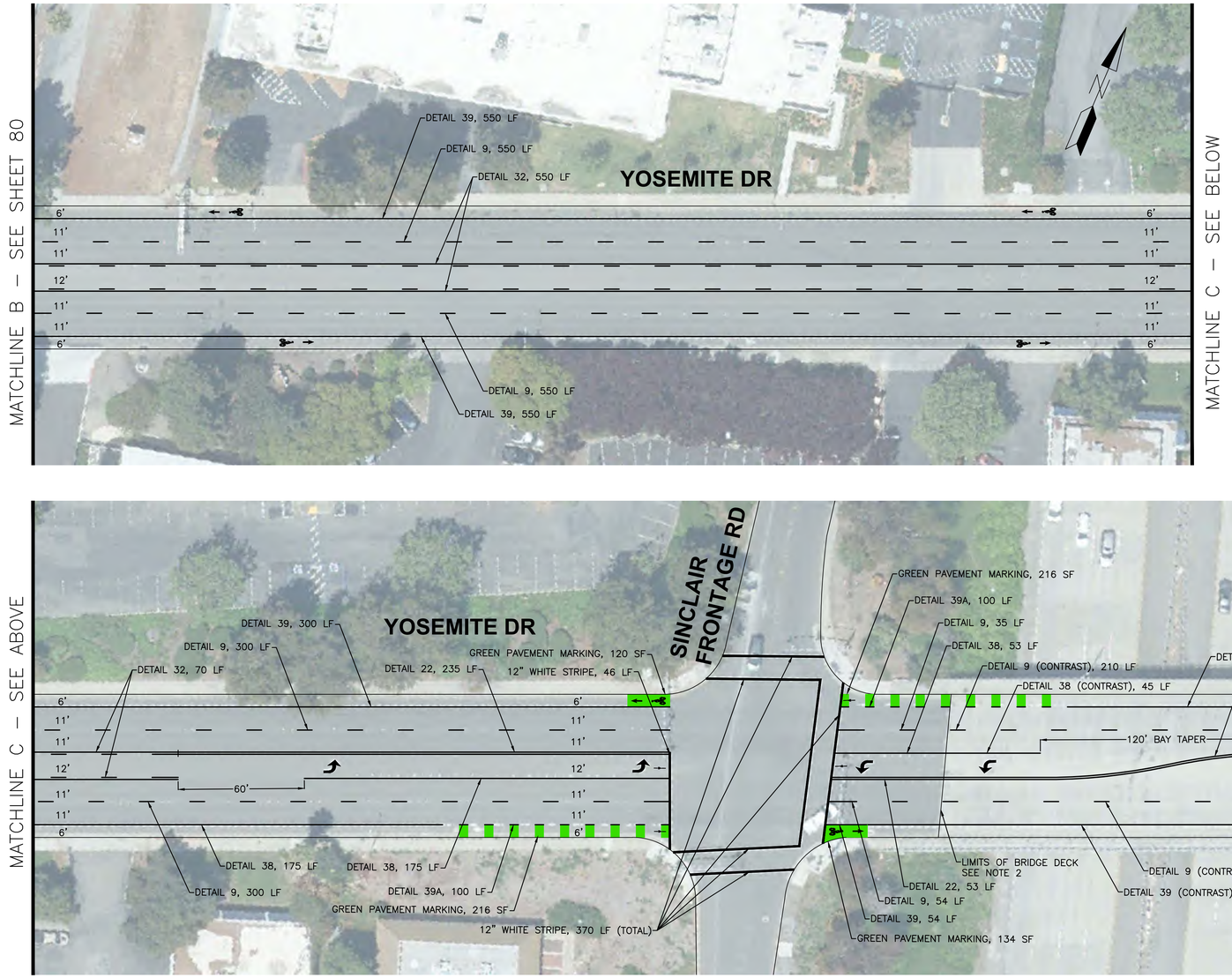
CITY PROJECT NO. 4283, 4300, 4304, 4305, 7118

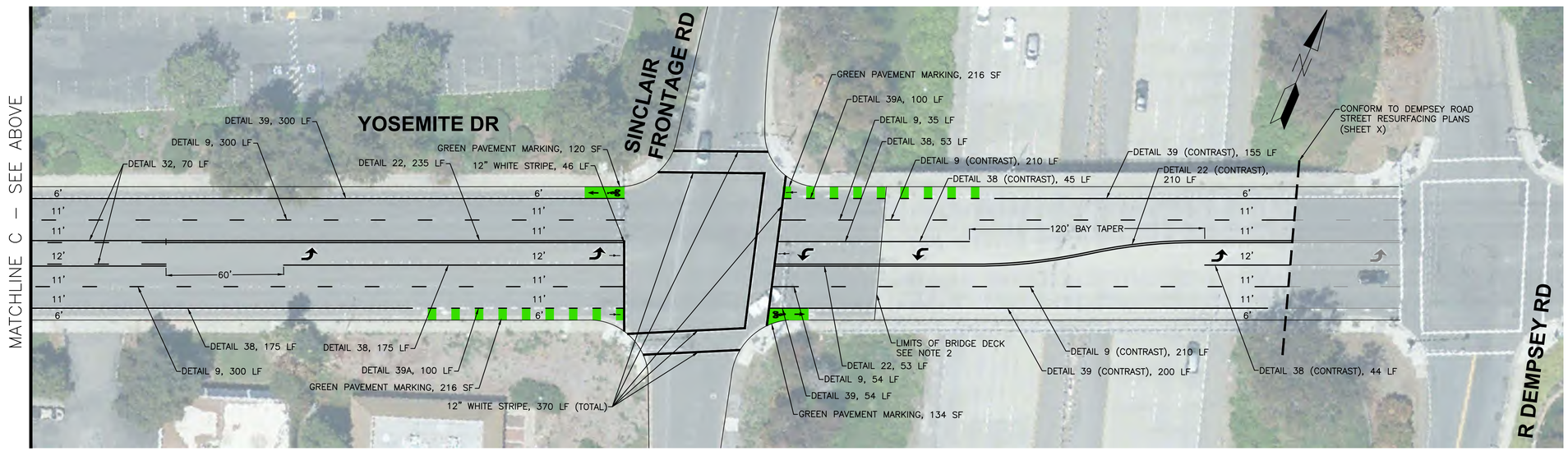
Rec Dwg No.

DATE: 10/16/2025

SCALE: 1" = 30'

PAGE NO. SHEET **77** OF 79





CONSTRUCTION NOTES:

1. CONTRACTOR SHALL REMOVE EXISTING PAVEMENT DELINEATION WHICH CONFLICTS WITH THIS PLAN.
2. ALL PAVEMENT STRIPING AND MARKINGS TO 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 HALL BE IN ACCORDANCE WITH THE LATEST EDITION OF CA MUTCD AND CALTRANS STANDARD PLANS.
5. FOR ALL CONCRETE BRIDGE DECK STRIPING, USE CONTRAST STRIPE PER CALTRANS A20E OPTION 2 FOR LANE LINES.
6. SPECIAL PRIMER IS REQUIRED FOR GREEN PAVEMENT MARKING ON CONCRETE BRIDGE DECK.

LEGEND:

- INSTALL STRIPE
- CHANGE IN DELIENATION DETAIL
- INSTALL BIKE LANE SYMBOL WITH ARROW
- INSTALL RAILROAD CROSSING SYMBOL
- INSTALL BICYCLE LOOP DETECTOR SYMBOL
- INSTALL TYPE IV (LEFT OR RIGHT)
- INSTALL TYPE VII (LEFT OR RIGHT)

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER – MICHAEL SILVERA – 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: AH Date: 9/12/25

Check By: MC Date: 9/12/25

Designed By: AH Date: 9/12/25

Revisions

Num.	Description	Engr. Aprv.	Date:

CITY OF MILPITAS – CALIFORNIA – JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

YOSEMITE DRIVE RESTRIPING
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING PLAN - SHEET 2 OF 2

RECOMMENDED FOR BIDDING BY: *Lyhak Eam*
Lyhak Eam, P.E.
Public Works Division Manager - Engineering
DATE: 11/5/2025

CITY PROJECT NO. 4283, 4300, 4304, 4305, 7118

Rec Dwg No.

DATE: 10/16/2025

SCALE: 1" = 30'

PAGE NO. SHEET **78** OF 79

YOSEMITE DR – PAVEMENT MARKING TABLE				
ITEM	QUANTITY	UNIT	QUANTITY	UNIT
12" WHITE LINE	455	LF		
24" WHITE LINE	390	LF		
TYPE IV (L) ARROW	7	EA	105	SF
TYPE VII (L OR R) ARROW	4	EA	108	SF
BIKE LANE SYMBOL WITH ARROW	15	EA	158	SF
BIKE DETECTOR SYMBOLS	5	EA	10	SF
RAILROAD CROSSING SYMBOL	8	EA	560	SF
GREEN PAVEMENT MARKING	505	SF		

YOSEMITE DR – ROADWAY STRIPING TABLE		
ITEM	QUANTITY	UNIT
9	5770	LF
9 (CONTRAST)	420	LF
22	1550	LF
22 (CONTRAST)	210	LF
25	240	LF
29	120	LF
32	880	LF
38	325	LF
38 (CONTRAST)	90	LF
39	4775	LF
39 (CONTRAST)	355	LF
39A	2665	LF

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
MICHAEL SIU EAM
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: AH Date: 9/12/25

Check By: MC Date: 9/12/25

Designed By: AH Date: 9/12/25

Revisions

Num.	Description	Engr. Aprv.	Date:

CITY OF MILPITAS
CALIFORNIA
INCORPORATED JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

YOSEMITE DRIVE RESTRIPING
CIP NO. 4283, 4300, 4304, 4305, 7118

STRIPING PLAN - QUANTITY

RECOMMENDED FOR BIDDING BY: *Lyhak Eam*
Lyhak Eam, P.E.
Public Works Division Manager - Engineering
DATE: 11/5/2025

CITY PROJECT NO.
4283, 4300, 4304, 4305, 7118

Rec Dwg No.

DATE:
10/16/2025

SCALE:
1" = 30'

PAGE NO.
SHEET **79** OF 79

CITY OF MILPITAS
ENGINEERING DIVISION
BID SUMMARY

Project Name: STREET RESURFACING 2025 – DEMPSEY ROAD & GREAT MALL PARKWAY (PHASE II)
Project No.: 4283, 4300, 4304, 4305, 7118
Bid Date: 1/7/2026

						Apparent Low Bidder											
				Unit Cost (Eng Est)	Engineer's Estimate	DeSilva Gates		McKim Corporation	Radius Earthwork, Inc.	McGuire and Hester	MCK Services, Inc.	Bay Cities Paving & Grading, Inc.	G. Bortolotto & Company, Inc.	O'Grady Paving, Inc.	Interstate Grading & Paving, Inc.	Mountain Cascade, Inc.	Rapid Grading Services
Item	DESCRIPTION	QTY	UNIT			Unit Price	Item Total	Item Total	Item Total	Item Total	Item Total	Item Total	Item Total	Item Total	Item Total	Item Total	Item Total
1	Mobilization (5% Maximum)	1	LS	$73,500.00	$73,500.00	$50,000.00	$50,000.00	$40,000.00	$48,746.25	$55,000.00	$40,000.00	$59,700.00	$58,000.00	$45,000.00	$55,000.00	$71,723.00	$65,000.00
2	Neighborhood Notification	1	LS	$13,000.00	$13,000.00	$5,000.00	$5,000.00	$4,000.00	$31,500.00	$5,000.00	$3,500.00	$8,883.79	$15,000.00	$5,000.00	$10,000.00	$25,671.00	$3,500.00
3	Traffic Control (10% Maximum)	1	LS	$65,000.00	$65,000.00	$70,000.00	$70,000.00	$110,000.00	$97,874.70	$110,000.00	$85,000.00	$119,500.00	$95,000.00	$90,000.00	$112,500.00	$74,000.00	$135,000.00
4	Monument Referencing (incl. Pre-Construction and Post Construction)	1	LS	$13,000.00	$13,000.00	$5,000.00	$5,000.00	$7,650.00	$4,200.00	$6,400.00	$3,500.00	$3,500.00	$5,300.00	$10,000.00	$5,000.00	$9,489.00	$10,150.00
5	Prepare Water Pollution Control Program	1	LS	$10,000.00	$10,000.00	$15,000.00	$15,000.00	$4,000.00	$3,150.00	$3,700.00	$5,000.00	$23,940.39	$15,000.00	$5,000.00	$7,000.00	$13,618.00	$2,500.00
6	Hot Mix Asphalt (Type A)	3150	TON	$180.00	$567,000.00	$105.00	$330,750.00	$378,472.50	$388,111.50	$418,950.00	$411,075.00	$377,212.50	$472,500.00	$396,900.00	$456,750.00	$526,050.00	$630,000.00
7	Base Repair (3" Thick)	34200	SF	$7.50	$256,500.00	$4.00	$136,800.00	$168,948.00	$106,704.00	$136,800.00	$152,190.00	$175,788.00	$160,740.00	$145,350.00	$111,150.00	$169,290.00	$273,600.00
8	Asphalt Concrete Grinding (2" Thick)	9950	SY	$5.00	$49,750.00	$5.00	$49,750.00	$30,745.50	$39,700.50	$34,825.00	$68,157.50	$39,700.50	$58,705.00	$59,700.00	$54,725.00	$72,834.00	$25,472.00
9	Asphalt Concrete Grinding (2.75" Thick)	13100	SY	$7.00	$91,700.00	$5.00	$65,500.00	$58,033.00	$59,212.00	$60,260.00	$131,000.00	$80,696.00	$94,975.00	$99,560.00	$72,050.00	$87,246.00	$46,898.00
10	Slurry Seal and Crack Sealing	6200	SY	$5.00	$31,000.00	$6.40	$39,680.00	$39,494.00	$41,478.00	$41,850.00	$46,500.00	$39,494.00	$77,500.00	$43,400.00	$48,360.00	$69,130.00	$44,144.00
11	Adjust Monument Cover to Grade	4	EA	$1,000.00	$4,000.00	$1,200.00	$4,800.00	$5,000.00	$3,780.00	$5,000.00	$5,000.00	$4,200.00	$4,000.00	$3,200.00	$6,000.00	$5,196.00	$4,260.00
12	Adjust Water Valve to Grade	9	EA	$1,000.00	$9,000.00	$1,100.00	$9,900.00	$11,250.00	$7,087.50	$11,250.00	$11,250.00	$9,450.00	$9,000.00	$7,200.00	$13,500.00	$11,691.00	$9,585.00
13	Adjust Gas Valve to Grade	2	EA	$1,000.00	$2,000.00	$1,100.00	$2,200.00	$2,500.00	$3,150.00	$2,500.00	$2,500.00	$2,100.00	$2,000.00	$1,600.00	$3,000.00	$2,598.00	$2,130.00
14	Adjust Telephone Manhole to Grade	1	EA	$1,000.00	$1,000.00	$2,100.00	$2,100.00	$1,750.00	$1,575.00	$1,750.00	$1,750.00	$2,400.00	$1,500.00	$1,500.00	$2,100.00	$1,819.00	$1,374.00
15	Adjust Sanitary Sewer Manhole to Grade	16	EA	$1,500.00	$24,000.00	$1,500.00	$24,000.00	$25,280.00	$25,200.00	$25,280.00	$25,280.00	$25,600.00	$19,200.00	$16,000.00	$30,400.00	$26,272.00	$21,984.00
16	Adjust Storm Drain Manhole to Grade	9	EA	$1,500.00	$13,500.00	$1,500.00	$13,500.00	$14,220.00	$14,175.00	$14,220.00	$14,220.00	$14,400.00	$10,800.00	$9,000.00	$17,100.00	$14,778.00	$12,366.00
17	Traffic Line (Detail 1)	220	LF	$2.50	$550.00	$2.20	$484.00	$484.00	$508.20	$495.00	$484.00	$484.00	$550.00	$484.00	$660.00	$660.00	$506.00
18	Traffic Line (Detail 9)	1500	LF	$2.50	$3,750.00	$2.60	$3,900.00	$3,900.00	$4,095.00	$3,975.00	$3,900.00	$3,900.00	$4,500.00	$3,900.00	$4,500.00	$4,500.00	$4,020.00
19	Traffic Line (Detail 21)	770	LF	$3.50	$2,695.00	$4.00	$3,080.00	$3,157.00	$3,318.70	$3,195.50	$3,157.00	$3,157.00	$3,619.00	$3,157.00	$3,850.00	$5,621.00	$3,234.00
20	Traffic Line (Detail 22)	1930	LF	$2.50	$4,825.00	$5.00	$9,650.00	$9,650.00	$10,132.50	$9,843.00	$9,650.00	$9,650.00	$10,229.00	$9,650.00	$11,580.00	$14,089.00	$9,939.50
21	Traffic Line (Detail 27B)	2360	LF	$2.50	$5,900.00	$2.10	$4,956.00	$5,074.00	$5,333.60	$5,192.00	$5,074.00	$5,074.00	$5,900.00	$5,074.00	$7,080.00	$8,614.00	$5,215.60
22	Traffic Line (Detail 29)	250	LF	$3.00	$750.00	$10.00	$2,500.00	$2,500.00	$2,625.00	$2,537.50	$2,500.00	$2,500.00	$3,000.00	$2,500.00	$3,000.00	$3,650.00	$2,575.00
23	Traffic Line (Detail 32)	1680	LF	$3.50	$5,880.00	$10.00	$16,800.00	$16,800.00	$17,640.00	$17,052.00	$16,800.00	$16,800.00	$20,160.00	$16,800.00	$20,160.00	$24,444.00	$17,304.00
24	Traffic Line (Detail 37B)	100	LF	$4.00	$400.00	$3.50	$350.00	$350.00	$368.00	$355.00	$350.00	$350.00	$500.00	$350.00	$400.00	$598.00	$361.00
25	Traffic Line (Detail 38)	200	LF	$2.50	$500.00	$3.50	$700.00	$700.00	$736.00	$710.00	$700.00	$700.00	$1,000.00	$700.00	$800.00	$1,196.00	$722.00
26	Traffic Line (Detail 38A)	170	LF	$2.35	$399.50	$3.50	$595.00	$595.00	$625.60	$603.50	$595.00	$595.00	$850.00	$595.00	$680.00	$1,020.00	$613.70
27	Traffic Line (Detail 39)	6350	LF	$2.00	$12,700.00	$2.10	$13,335.00	$13,652.50	$14,351.00	$13,970.00	$13,652.50	$13,652.50	$15,875.00	$13,652.50	$15,875.00	$23,114.00	$14,033.50
28	Traffic Line (Detail 39A)	1460	LF	$2.00	$2,920.00	$2.10	$3,066.00	$3,139.00	$3,299.60	$3,212.00	$3,139.00	$3,139.00	$3,650.00	$3,139.00	$3,650.00	$5,329.00	$3,226.60
29	Traffic Line (12" White Crosswalk Line)	890	LF	$19.00	$16,910.00	$9.00	$8,010.00	$8,010.00	$8,410.50	$8,143.50	$8,010.00	$8,010.00	$8,900.00	$8,010.00	$9,790.00	$7,387.00	$8,250.30
30	Traffic Line (12" White Stop Bar)	170	LF	$10.00	$1,700.00	$9.00	$1,530.00	$1,530.00	$1,606.50	$1,555.50	$1,530.00	$1,530.00	$1,700.00	$1,530.00	$1,870.00	$1,411.00	$1,575.90
31	Traffic Line (24" Yellow Continental)	1710	LF	$20.00	$34,200.00	$18.00	$30,780.00	$30,780.00	$32,319.00	$31,207.50	$30,780.00	$30,780.00	$31,635.00	$30,780.00	$37,620.00	$28,557.00	$31,703.40
32	Traffic Line (Yield Line/Triangles)	45	SF	$10.00	$450.00	$12.00	$540.00	$540.00	$567.00	$546.75	$540.00	$540.00	$675.00	$540.00	$630.00	$765.00	$556.20
33	Pavement Marking (Stop)	3	EA	$150.00	$450.00	$210.00	$630.00	$645.00	$677.25	$654.00	$645.00	$645.00	$780.00	$645.00	$795.00	$936.00	$664.47
34	Pavement Marking (Green)	3950	SF	$20.00	$79,000.00	$11.00	$43,450.00	$43,450.00	$45,622.50	$44,042.50	$43,450.00	$43,450.00	$44,437.50	$43,450.00	$51,350.00	$61,620.00	$44,753.50
35	Pavement Marking (Bike Symbol with Arrow)	18	EA	$165.00	$2,970.00	$130.00	$2,340.00	$2,340.00	$2,457.00	$2,376.00	$2,340.00	$2,340.00	$2,898.00	$2,340.00	$2,880.00	$3,744.00	$2,410.56
36	Pavement Marking (Sharrow Bike Marking)	10	EA	$150.00	$1,500.00	$130.00	$1,300.00	$1,300.00	$1,365.00	$1,320.00	$1,300.00	$1,300.00	$1,650.00	$1,300.00	$1,600.00	$2,080.00	$1,339.30
37	Pavement Marking (Type IV Arrow)	18	EA	$500.00	$9,000.00	$150.00	$2,700.00	$2,700.00	$2,835.00	$2,736.00	$2,700.00	$2,700.00	$3,258.00	$2,700.00	$3,330.00	$4,500.00	$2,781.54
38	Pavement Marking (35)	1	EA	$300.00	$300.00	$170.00	$170.00	$175.00	$183.75	$178.00	$175.00	$175.00	$225.00	$175.00	$215.00	$260.00	$180.29
39	Blue Reflective Raised Pavement Marker	9	EA	$50.00	$450.00	$25.00	$225.00	$225.00	$236.25	$234.00	$225.00	$225.00	$450.00	$225.00	$270.00	$153.00	$231.84
40	Red Curb	770	LF	$5.00	$3,850.00	$5.00	$3,850.00	$3,850.00	$4,042.50	$3,927.00	$3,850.00	$3,850.00	$4,235.00	$3,850.00	$4,620.00	$2,849.00	$3,965.50
41	Roadside Sign and Post	7	EA	$500.00	$3,500.00	$730.00	$5,110.00	$5,110.00	$5,365.50	$5,180.00	$5,110.00	$5,110.00	$5,530.00	$5,110.00	$6,300.00	$3,640.00	$526.40
42	Roadside Sign Face	12	EA	$300.00	$3,600.00	$310.00	$3,720.00	$3,780.00	$3,969.00	$3,840.00	$3,780.00	$3,780.00	$4,320.00	$3,780.00	$4,560.00	$3,744.00	$3,894.12
43	Rapid Rectangular Flashing Beacon	1	EA	$50,000.00	$50,000.00	$36,000.00	$36,000.00	$36,000.00	$37,800.00	$38,100.00	$36,000.00	$36,000.00	$41,000.00	$40,000.00	$44,000.00	$37,412.00	$36,530.50
44	Portable Changeable Message Sign	3	EA	$1,000.00	$3,000.00	$1,500.00	$4,500.00	$6,000.00	$6,300.00	$7,200.00	$24,000.00	$10,456.44	$12,000.00	$6,000.00	$9,000.00	$12,054.00	$1,714.23
	DEMPSEY ROAD (BASE BID)				**$1,476,099.50**		**$1,028,251.00**	**$1,107,779.50**	**$1,092,434.40**	**$1,145,166.25**	**$1,230,359.00**	**$1,197,458.12**	**$1,332,746.50**	**$1,148,846.50**	**$1,255,700.00**	**$1,445,352.00**	**$1,490,791.95**
45	Mobilization (5% Maximum)	1	LS	$223,125.00	$223,125.00	$135,000.00	$135,000.00	$58,000.00	$86,992.50	$138,800.00	$80,000.00	$164,600.00	$70,000.00	$80,000.00	$150,000.00	$138,100.00	$175,000.00

46	Neighborhood Notification	1	LS	$34,800.00	$34,800.00	$10,000.00	$10,000.00	$4,000.00	$5,250.00	$5,000.00	$5,000.00	$8,883.79	$15,000.00	$5,000.00	$10,000.00	$17,942.00	$3,428.48
47	Traffic Control (10% Maximum)	1	LS	$347,900.00	$347,900.00	$150,000.00	$150,000.00	$280,000.00	$193,016.25	$307,200.00	$140,000.00	$329,000.00	$200,000.00	$340,000.00	$185,000.00	$175,501.00	$350,000.00
48	Monument Referencing (incl. Pre-Construction and Post Construction)	1	LS	$347,900.00	$347,900.00	$15,000.00	$15,000.00	$12,150.00	$4,725.00	$7,500.00	$4,000.00	$4,000.00	$4,300.00	$15,000.00	$5,000.00	$9,489.00	$10,147.36
49	Water Pollution Control Program	1	LS	$10,000.00	$10,000.00	$30,000.00	$30,000.00	$6,000.00	$1,575.00	$3,100.00	$5,000.00	$23,935.39	$17,000.00	$10,000.00	$8,000.00	$15,751.00	$5,555.68
50	Permitting	1	LS	$30,000.00	$30,000.00	$40,000.00	$40,000.00	$17,000.00	$2,625.00	$11,700.00	$15,000.00	$29,545.67	$2,000.00	$50,000.00	$6,000.00	$13,471.00	$41,425.51
51	Rubberized Hot Mix Asphalt (RHMA - G)	8020	TONSF	$230.00	$1,844,600.00	$135.00	$1,082,700.00	$1,201,396.00	$1,231,551.20	$1,443,600.00	$1,433,575.00	$1,223,050.00	$1,403,500.00	$1,459,640.00	$1,203,000.00	$1,685,804.00	$1,820,540.00
52	Base Repair (3" Thick)	38400	SY	$7.50	$288,000.00	$4.50	$172,800.00	$198,912.00	$132,480.00	$153,600.00	$172,800.00	$254,208.00	$180,480.00	$184,320.00	$192,000.00	$238,080.00	$378,240.00
53	Asphalt Concrete Grinding (3")	47530	SF	$7.00	$332,710.00	$5.00	$237,650.00	$217,687.40	$265,217.40	$237,650.00	$327,957.00	$313,698.00	$377,863.50	$413,511.00	$380,240.00	$285,180.00	$177,286.90
54	Sidewalk Removal and Replacement	1140	LFEA	$45.00	$51,300.00	$30.00	$34,200.00	$23,005.20	$34,713.00	$26,220.00	$28,500.00	$28,158.00	$26,220.00	$30,780.00	$45,600.00	$37,164.00	$31,076.40
55	Curb & Gutter Removal and Replacement (Beyond Ramp Limits)	145	SF	$125.00	$18,125.00	$80.00	$11,600.00	$18,850.00	$22,837.50	$7,830.00	$15,950.00	$14,869.75	$25,375.00	$18,850.00	$23,200.00	$18,125.00	$20,416.00
56	Install Curb Ramp (Per Caltrans Standard Drawings)	13	EA	$12,000.00	$156,000.00	$10,500.00	$136,500.00	$95,499.95	$102,375.00	$118,300.00	$97,500.00	$107,721.51	$143,000.00	$143,000.00	$195,000.00	$168,493.00	$156,879.32
57	Driveway Removal and Replacement	890	EA	$50.00	$44,500.00	$32.00	$28,480.00	$28,480.00	$32,707.50	$24,920.00	$37,380.00	$28,168.50	$30,260.00	$39,160.00	$44,500.00	$37,380.00	$34,149.30
58	Adjust Monument Cover to Grade	5	EA	$1,000.00	$5,000.00	$1,100.00	$5,500.00	$6,250.00	$4,725.00	$6,250.00	$6,250.00	$5,250.00	$5,000.00	$5,000.00	$7,750.00	$6,495.00	$5,328.05
59	Adjust Water Valve Cover to Grade	50	EA	$1,000.00	$50,000.00	$1,500.00	$75,000.00	$62,500.00	$39,375.00	$62,500.00	$62,500.00	$52,500.00	$50,000.00	$50,000.00	$77,500.00	$64,950.00	$53,280.50
60	Adjust Sanitary Sewer Manhole to Grade	15	EA	$1,500.00	$22,500.00	$1,500.00	$22,500.00	$23,700.00	$18,900.00	$23,700.00	$23,700.00	$24,000.00	$18,000.00	$18,000.00	$30,000.00	$24,630.00	$20,654.40
61	Adjust Storm Drain Manhole to Grade	13	EA	$1,500.00	$19,500.00	$1,500.00	$19,500.00	$20,540.00	$20,475.00	$20,540.00	$20,540.00	$20,800.00	$15,600.00	$15,600.00	$26,000.00	$21,346.00	$17,900.61
62	Adjust Storm Drain Drainage Inlet to Grade	1	EA	$1,500.00	$1,500.00	$2,500.00	$2,500.00	$1,450.00	$1,890.00	$2,600.00	$3,500.00	$4,026.05	$1,500.00	$6,000.00	$6,000.00	$1,642.00	$1,706.63
63	Adjust Detection Box to Grade	2	EA	$1,500.00	$3,000.00	$1,500.00	$3,000.00	$2,900.00	$3,150.00	$2,200.00	$1,000.00	$2,100.00	$3,000.00	$2,000.00	$1,200.00	$3,284.00	$2,131.24
64	Adjust Detector Handhole to Grade	1	EA	$1,500.00	$1,500.00	$1,000.00	$1,000.00	$1,450.00	$1,575.00	$1,100.00	$500.00	$1,050.00	$1,500.00	$1,000.00	$1,200.00	$1,642.00	$1,065.60
65	Traffic Line (Detail 9)	11990	LF	$2.50	$29,975.00	$2.60	$31,174.00	$31,174.00	$32,732.70	$31,773.50	$31,174.00	$31,174.00	$33,572.00	$31,174.00	$35,970.00	$37,169.00	$32,133.20
66	Traffic Line (Detail 21)	10	LF	$3.50	$35.00	$4.00	$40.00	$40.00	$42.00	$40.50	$40.00	$40.00	$100.00	$40.00	$50.00	$73.00	$41.20
67	Traffic Line (Detail 24)	470	LF	$5.00	$2,350.00	$2.20	$1,034.00	$1,034.00	$1,085.70	$1,057.50	$1,034.00	$1,034.00	$1,269.00	$1,057.50	$1,410.00	$1,880.00	$1,066.90
68	Traffic Line (Detail 25)	5960	LF	$5.00	$29,800.00	$2.20	$13,112.00	$13,410.00	$14,065.60	$13,708.00	$13,410.00	$13,410.00	$14,900.00	$13,410.00	$17,880.00	$23,840.00	$13,529.20
69	Traffic Line (Detail 31)	530	LF	$5.00	$2,650.00	$8.70	$4,611.00	$4,611.00	$4,844.20	$4,717.00	$4,611.00	$4,611.00	$4,770.00	$4,611.00	$5,300.00	$7,738.00	$4,748.80
70	Traffic Line (Detail 38)	1780	LF	$2.50	$4,450.00	$3.50	$6,230.00	$6,230.00	$6,550.40	$6,319.00	$6,230.00	$6,230.00	$7,120.00	$6,230.00	$7,120.00	$10,680.00	$6,425.80
71	Traffic Line (Detail 38A)	1320	LF	$2.35	$3,102.00	$3.50	$4,620.00	$4,620.00	$4,857.60	$4,686.00	$4,620.00	$4,620.00	$5,280.00	$4,620.00	$5,280.00	$7,920.00	$4,765.20
72	Traffic Line (Detail 39)	11460	LF	$2.00	$22,920.00	$2.10	$24,066.00	$24,639.00	$25,899.60	$25,212.00	$24,639.00	$24,639.00	$28,650.00	$24,639.00	$34,380.00	$45,840.00	$25,326.60
73	Traffic Line (Detail 39A)	670	LF	$2.00	$1,340.00	$2.10	$1,407.00	$1,440.50	$1,514.20	$1,474.00	$1,440.50	$1,440.50	$1,675.00	$1,440.50	$2,010.00	$2,680.00	$1,480.70
74	Traffic Line (Detail 27C)	280	LF	$5.00	$1,400.00	$2.10	$588.00	$602.00	$632.80	$616.00	$602.00	$602.00	$700.00	$602.00	$840.00	$868.00	$618.80
75	Traffic Line (Detail 41)	85	LF	$5.00	$425.00	$2.10	$178.50	$182.75	$192.10	$187.00	$182.75	$182.75	$212.50	$182.75	$255.00	$272.00	$187.85
76	Traffic Line (12" White Diagonal)	4440	LF	$5.00	$22,200.00	$9.00	$39,960.00	$39,960.00	$41,958.00	$40,626.00	$39,960.00	$39,960.00	$41,070.00	$39,960.00	$48,840.00	$36,852.00	$41,158.80
77	Traffic Line (12" White Crosswalk Line)	3080	LF	$19.00	$58,520.00	$9.00	$27,720.00	$27,720.00	$29,106.00	$28,182.00	$27,720.00	$27,720.00	$28,490.00	$27,720.00	$33,880.00	$25,564.00	$28,551.60
78	Traffic Line (24" White Crosswalk Ladder Line)	2870	LF	$5.00	$14,350.00	$18.00	$51,660.00	$51,660.00	$54,243.00	$52,377.50	$51,660.00	$51,660.00	$52,377.50	$51,660.00	$63,140.00	$47,642.00	$53,209.80
79	Pavement Marking (Type IV Arrow)	20	EA	$500.00	$10,000.00	$150.00	$3,000.00	$3,000.00	$3,150.00	$3,040.00	$3,000.00	$3,000.00	$3,500.00	$3,000.00	$3,700.00	$4,980.00	$3,090.60
80	Pavement Marking (Type III Arrow)	13	EA	$15.00	$195.00	$420.00	$5,460.00	$5,460.00	$5,733.00	$5,590.00	$5,460.00	$5,460.00	$6,175.00	$5,460.00	$6,760.00	$6,760.00	$5,624.84
81	Pavement Marking (Type VII Arrow)	2	EA	$15.00	$30.00	$270.00	$540.00	$540.00	$567.00	$550.00	$540.00	$540.00	$650.00	$540.00	$660.00	$666.00	$556.30
82	Pavement Marking (Type I Arrow)	2	EA	$15.00	$30.00	$150.00	$300.00	$300.00	$315.00	$304.00	$300.00	$300.00	$650.00	$300.00	$370.00	$770.00	$309.06
83	Pavement Marking (Bike Symbol with Arrow)	20	EA	$165.00	$3,300.00	$130.00	$2,600.00	$2,600.00	$2,730.00	$2,640.00	$2,600.00	$2,600.00	$3,600.00	$2,600.00	$3,200.00	$4,160.00	$2,678.40
84	Pavement Marking (Railroad Crossing Symbol)	2	EA	$40.00	$80.00	$700.00	$1,400.00	$1,400.00	$1,470.00	$1,420.00	$1,400.00	$1,400.00	$1,800.00	$1,400.00	$1,720.00	$1,766.00	$1,442.26
85	Traffic Line (24" White)	670	LF	$7.00	$4,690.00	$20.00	$13,400.00	$13,400.00	$14,070.00	$13,567.50	$13,400.00	$13,400.00	$15,410.00	$13,400.00	$16,750.00	$11,122.00	$13,802.00
86	Pavement Marking (Green)	9580	SF	$20.00	$191,600.00	$11.00	$105,380.00	$105,380.00	$110,649.00	$106,817.00	$105,380.00	$105,380.00	$107,775.00	$105,380.00	$143,700.00	$129,809.00	$108,541.40
87	Pavement Marking (Bike Detector Symbol)	5	EA	$100.00	$500.00	$100.00	$500.00	$500.00	$525.00	$510.00	$500.00	$500.00	$775.00	$500.00	$600.00	$208.00	$515.10
88	Pavement Marking (Red)	1090	EA	$15.00	$16,350.00	$15.00	$16,350.00	$16,350.00	$17,167.50	$16,568.00	$16,350.00	$16,350.00	$17,440.00	$16,350.00	$19,620.00	$14,824.00	$16,840.50
89	Pavement Marking (BUS ONLY)	2	EA	$40.00	$80.00	$440.00	$880.00	$880.00	$924.00	$892.00	$880.00	$880.00	$1,000.00	$880.00	$1,080.00	$104.00	$906.58
90	Remove and Replace New Sign on Existing Post	24	EA	$250.00	$6,000.00	$310.00	$7,440.00	$7,440.00	$7,812.00	$7,536.00	$7,440.00	$7,440.00	$8,400.00	$7,440.00	$9,120.00	$8,736.00	$7,664.64
91	Traffic Signal Modification - TS-01/02 Tasman-Alder	1	LS	$52,800.00	$52,800.00	$55,000.00	$55,000.00	$55,750.00	$58,537.50	$56,000.00	$55,750.00	$55,750.00	$61,750.00	$60,000.00	$81,500.00	$57,945.00	$56,571.54
92	Traffic Signal Modification - TS-03/04 GMP-McCandless	1	LS	$82,900.00	$82,900.00	$120,000.00	$120,000.00	$119,500.00	$125,475.00	$119,500.00	$119,500.00	$119,500.00	$125,500.00	$129,000.00	$180,000.00	$124,203.00	$121,260.97
93	Traffic Signal Modification - TS-04/05 GMP-Centre Pointe	1	LS	$73,800.00	$73,800.00	$94,000.00	$94,000.00	$94,000.00	$98,700.00	$94,000.00	$94,000.00	$94,000.00	$100,000.00	$100,000.00	$150,000.00	$97,701.00	$95,385.20
94	Portable Changeable Message Signs	6	EA	$1,000.00	$6,000.00	$1,500.00	$9,000.00	$12,000.00	$12,600.00	$10,800.00	$30,000.00	$19,907.10	$24,000.00	$18,000.00	$54,000.00	$30,468.00	$3,428.46
	GREAT MALL PARKWAY (BASE BID)				**$4,473,832.00**		**$2,854,580.50**	**$2,925,593.80**	**$2,884,304.25**	**$3,255,020.50**	**$3,144,475.25**	**$3,293,295.01**	**$3,288,209.50**	**$3,558,457.75**	**$3,526,325.00**	**$3,707,709.00**	**$3,958,074.28**
95	Mobilization (5% Maximum)	1	LS	$5,000.00	$5,000.00	$4,000.00	$4,000.00	$2,500.00	$2,100.00	$2,700.00	$5,000.00	$3,300.00	$3,200.00	$1,000.00	$3,000.00	$5,500.00	$1,822.05
96	Neighborhood Notification	1	LS	$1,000.00	$1,000.00	$5,000.00	$5,000.00	$500.00	$3,150.00	$5,000.00	$500.00	$4,441.91	$2,500.00	$1,000.00	$2,000.00	$11,575.00	$1,714.23
97	Traffic Control (10% Maximum)	1	LS	$5,000.00	$5,000.00	$8,000.00	$8,000.00	$6,600.00	$5,250.00	$2,300.00	$7,500.00	$6,700.00	$7,000.00	$3,000.00	$6,300.00	$11,448.00	$5,626.26
98	2-inch Grind and Overlay (Railroad Ct)	3700	SF	$12.00	$44,400.00	$4.00	$14,800.00	$51,541.00	$58,275.00	$8,880.00	$49,950.00	$20,054.00	$33,300.00	$29,600.00	$49,025.00	$29,600.00	$17,871.00

99	Full-Depth Pavement Repair (Railroad Ct)	1450	SF	$7.50	$10,875.00	$40.00	$58,000.00	$11,600.00	$22,837.50	$34,800.00	$72,500.00	$33,451.50	$32,625.00	$14,500.00	$11,600.00	$58,000.00	$42,441.50
	RAILROAD COURT CROSSING (BASE BID)				**$66,275.00**		**$89,800.00**	**$72,741.00**	**$91,612.50**	**$53,680.00**	**$135,450.00**	**$67,947.41**	**$78,625.00**	**$49,100.00**	**$71,925.00**	**$116,123.00**	**$69,475.04**
100	Mobilization (5% Maximum)	1	LS	$5,000.00	$5,000.00	$4,000.00	$4,000.00	$6,000.00	$6,825.00	$5,300.00	$4,500.00	$6,200.00	$6,325.00	$7,000.00	$8,900.00	$8,320.00	$8,447.55
101	Neighborhood Notification	1	LS	$1,000.00	$1,000.00	$5,000.00	$5,000.00	$7,000.00	$56,700.00	$5,000.00	$5,000.00	$4,441.91	$6,000.00	$26,000.00	$2,700.00	$11,200.00	$1,714.23
102	Traffic Control (10% Maximum)	1	LS	$5,000.00	$5,000.00	$8,000.00	$8,000.00	$13,000.00	$13,125.00	$10,600.00	$10,000.00	$12,500.00	$13,000.00	$14,000.00	$18,000.00	$16,698.00	$20,744.40
103	Traffic Line (Detail 9)	5770	LF	$2.50	$14,425.00	$2.60	$15,002.00	$24,984.10	$15,752.10	$15,290.50	$15,002.00	$15,002.00	$17,310.00	$15,002.00	$28,850.00	$23,080.00	$15,463.60
104	Traffic Line (Detail 9 - Contrast)	420	LF	$3.50	$1,470.00	$4.20	$1,764.00	$1,785.00	$1,873.20	$1,806.00	$1,785.00	$1,785.00	$1,995.00	$1,785.00	$2,520.00	$1,680.00	$1,839.60
105	Traffic Line (Detail 22)	1550	LF	$2.50	$3,875.00	$5.00	$7,750.00	$7,750.00	$8,137.50	$7,905.00	$7,750.00	$7,750.00	$8,525.00	$7,750.00	$15,500.00	$13,175.00	$7,982.50
106	Traffic Line (Detail 22 – Contrast)	210	LF	$3.50	$735.00	$7.00	$1,470.00	$1,470.00	$1,543.50	$1,491.00	$1,470.00	$1,470.00	$1,890.00	$1,470.00	$2,100.00	$1,680.00	$1,514.10
107	Traffic Line (Detail 25)	240	LF	$5.00	$1,200.00	$2.20	$528.00	$540.00	$566.40	$552.00	$540.00	$540.00	$720.00	$540.00	$1,200.00	$960.00	$556.80
108	Traffic Line (Detail 29)	120	LF	$3.00	$360.00	$10.00	$1,200.00	$1,200.00	$1,260.00	$1,218.00	$1,200.00	$1,200.00	$1,560.00	$1,200.00	$1,680.00	$1,746.00	$1,236.00
109	Traffic Line (Detail 32)	880	LF	$3.50	$3,080.00	$10.00	$8,800.00	$8,800.00	$9,240.00	$8,932.00	$8,800.00	$8,800.00	$11,440.00	$8,800.00	$12,320.00	$14,960.00	$9,064.00
110	Traffic Line (Detail 38)	325	LF	$2.50	$812.50	$3.50	$1,137.50	$1,137.50	$1,196.00	$1,153.75	$1,137.50	$1,137.50	$1,300.00	$1,137.50	$1,950.00	$1,950.00	$1,173.25
111	Traffic Line (Detail 38 – Contrast)	90	LF	$3.50	$315.00	$5.20	$468.00	$472.50	$495.90	$481.50	$472.50	$472.50	$540.00	$472.50	$720.00	$2,430.00	$486.90
112	Traffic Line (Detail 39)	4775	LF	$2.00	$9,550.00	$2.10	$10,027.50	$10,266.25	$10,791.50	$10,505.00	$10,266.25	$10,266.25	$11,698.75	$10,266.25	$19,100.00	$23,875.00	$10,552.75
113	Traffic Line (39 - Contrast)	355	LF	$3.00	$1,065.00	$4.00	$1,420.00	$1,420.00	$1,491.00	$1,455.50	$1,420.00	$1,420.00	$1,775.00	$1,420.00	$3,550.00	$3,337.00	$1,462.60
114	Traffic Line (39A)	2665	LF	$2.00	$5,330.00	$2.10	$5,596.50	$5,729.75	$6,022.90	$5,863.00	$5,729.75	$5,729.75	$6,662.50	$5,729.75	$26,650.00	$10,660.00	$5,889.65
115	Traffic Line (12" White Line)	455	LF	$5.00	$2,275.00	$9.00	$4,095.00	$4,095.00	$4,299.75	$4,163.25	$4,095.00	$4,095.00	$5,005.00	$4,095.00	$5,915.00	$5,460.00	$4,217.85
116	Traffic Line (24" White Line)	390	LF	$7.00	$2,730.00	$18.00	$7,020.00	$7,020.00	$7,371.00	$7,117.50	$7,020.00	$7,020.00	$8,190.00	$7,020.00	$11,700.00	$8,190.00	$7,230.60
117	Pavement Marking (Type IV Arrow)	7	EA	$500.00	$3,500.00	$150.00	$1,050.00	$1,050.00	$1,102.50	$1,064.00	$1,050.00	$1,050.00	$1,400.00	$1,050.00	$1,400.00	$3,605.00	$1,081.71
118	Pavement Marking (Type VII Arrow)	4	EA	$15.00	$60.00	$270.00	$1,080.00	$1,080.00	$1,134.00	$1,100.00	$1,080.00	$1,080.00	$1,240.00	$1,080.00	$1,600.00	$3,188.00	$1,112.60
119	Pavement Marking (Bike Symbol with Arrow)	15	EA	$165.00	$2,475.00	$130.00	$1,950.00	$1,950.00	$2,047.50	$1,980.00	$1,950.00	$1,950.00	$2,715.00	$1,950.00	$2,700.00	$4,980.00	$2,008.80
120	Pavement Marking (Bike Detector Symbol)	5	EA	$100.00	$500.00	$110.00	$550.00	$550.00	$577.50	$560.00	$550.00	$550.00	$815.00	$550.00	$750.00	$2,065.00	$566.60
121	Pavement Marking (Railroad Crossing Symbol)	8	EA	$40.00	$320.00	$700.00	$5,600.00	$5,600.00	$5,880.00	$5,680.00	$5,600.00	$5,600.00	$7,200.00	$5,600.00	$8,000.00	$9,312.00	$5,769.04
122	Pavement Marking (Green)	505	SF	$20.00	$10,100.00	$11.00	$5,555.00	$5,555.00	$5,832.75	$5,630.75	$5,555.00	$5,555.00	$6,565.00	$5,555.00	$9,595.00	$10,100.00	$5,721.65
123	Permitting (UPPR)	1	LS	$5,000.00	$5,000.00	$20,000.00	$20,000.00	$2,200.00	$5,250.00	$1.00	$7,500.00	$19,633.10	$22,000.00	$20,000.00	$4,800.00	$12,130.00	$26,640.19
	YOSEMITE DRIVE RESTRIPING (BASE BID)				**$80,177.50**		**$119,063.50**	**$120,655.10**	**$168,515.00**	**$104,849.75**	**$109,473.00**	**$125,248.01**	**$145,871.25**	**$149,473.00**	**$192,200.00**	**$194,781.00**	**$142,476.97**
	BASE CONTRACT WORK				**$6,096,384.00**		**$4,091,695.00**	**$4,226,769.40**	**$4,236,866.15**	**$4,558,716.50**	**$4,619,757.25**	**$4,683,948.55**	**$4,845,452.25**	**$4,905,877.25**	**$5,046,150.00**	**$5,463,965.00**	**$5,660,818.24**

						Apparent Low Bidder											
				Unit Cost (Eng Est)	Engineer's Estimate	DeSilva Gates		McKim Corporation	Radius Earthwork, Inc.	McGuire and Hester	MCK Services, Inc.	Bay Cities Paving & Grading, Inc.	G. Bortolotto & Company, Inc.	O'Grady Paving, Inc.	Interstate Grading & Paving, Inc.	Mountain Cascade, Inc.	Rapid Grading Services
Item	DESCRIPTION	QTY	UNIT			Unit Price	Item Total	Item Total	Item Total	Item Total	Item Total	Item Total	Item Total	Item Total	Item Total	Item Total	Item Total
	BID ALTERNATE 1: Great Mall Parkway Delineator Post																
124	ADDITIVE ALTERNATE #2 - Mobilization	1	LS	$5,000.00	$5,000.00	$5,500.00	$5,500.00	$5,350.00	$26,250.00	$5,900.00	$5,000.00	$6,500.00	$6,100.00	$10,000.00	$6,000.00	$3,335.00	$4,996.42
125	ADDITIVE ALTERNATE #2 - Neighborhood Notification	1	LS	$1,000.00	$1,000.00	$3,000.00	$3,000.00	$15,000.00	$10,500.00	$5,000.00	$5,000.00	$4,441.91	$11,000.00	$20,000.00	$2,900.00	$8,820.00	$1,714.23
126	ADDITIVE ALTERNATE #2 - Traffic Control	1	LS	$5,000.00	$5,000.00	$10,500.00	$10,500.00	$10,250.00	$10,500.00	$11,600.00	$9,700.00	$13,000.00	$12,100.00	$10,000.00	$12,000.00	$8,522.00	$10,906.10
127	ADDITIVE ALTERNATIVE #1 – Delineator Post	350	EA	$475.00	$166,250.00	$340.00	$119,000.00	$106,750.00	$112,087.50	$117,250.00	$157,500.00	$106,750.00	$122,500.00	$117,250.00	$131,250.00	$68,950.00	$109,973.50
	BID ALTERNATE 1				**$177,250.00**		**$138,000.00**	**$137,350.00**	**$159,337.50**	**$139,750.00**	**$177,200.00**	**$130,691.91**	**$151,700.00**	**$157,250.00**	**$152,150.00**	**$89,627.00**	**$127,590.25**
	BID ALTERNATE 2: Escuela Parkway Separated Bike Lanes																
128	ADDITIVE ALTERNATE #2 - Mobilization	1	LS	$5,000.00	$5,000.00	$6,000.00	$6,000.00	$4,850.00	$26,250.00	$58,000.00	$5,000.00	$10,900.00	$6,100.00	$10,000.00	$6,000.00	$13,312.00	$4,996.42
129	ADDITIVE ALTERNATE #2 - Neighborhood Notification	1	LS	$1,000.00	$1,000.00	$5,000.00	$5,000.00	$25,000.00	$10,500.00	$5,000.00	$5,000.00	$4,441.91	$8,000.00	$25,000.00	$4,800.00	$12,130.00	$1,714.23
130	ADDITIVE ALTERNATE #2 - Traffic Control	1	LS	$5,000.00	$5,000.00	$12,500.00	$12,500.00	$9,750.00	$10,500.00	$10,000.00	$18,000.00	$21,900.00	$13,000.00	$15,000.00	$12,000.00	$8,522.00	$10,957.61
131	ADDITIVE ALTERNATE #2 - Traffic Line (Detail 21)	200	LF	$3.50	$700.00	$4.40	$880.00	$800.00	$840.00	$880.00	$800.00	$800.00	$1,200.00	$800.00	$1,000.00	$1,454.00	$824.00
132	ADDITIVE ALTERNATE #2 - Traffic Line (Detail 23)	100	LF	$3.50	$350.00	$7.10	$710.00	$650.00	$683.00	$715.00	$650.00	$650.00	$900.00	$650.00	$800.00	$623.00	$670.00
133	ADDITIVE ALTERNATE #2 - Traffic Line (Detail 38C)	200	LF	$2.50	$500.00	$7.10	$1,420.00	$1,300.00	$1,366.00	$1,430.00	$1,300.00	$1,300.00	$1,600.00	$1,300.00	$1,600.00	$1,662.00	$1,340.00
134	ADDITIVE ALTERNATE #2 - Traffic Line (Detail 39)	5700	LF	$2.00	$11,400.00	$2.50	$14,250.00	$12,255.00	$12,882.00	$13,680.00	$12,255.00	$12,255.00	$17,100.00	$12,255.00	$14,250.00	$20,805.00	$12,597.00
135	ADDITIVE ALTERNATE #2 - Traffic Line (6" Diagonal Stripe)	1100	LF	$5.00	$5,500.00	$5.50	$6,050.00	$5,500.00	$5,775.00	$6,050.00	$5,500.00	$5,500.00	$6,600.00	$5,500.00	$6,600.00	$4,015.00	$6,061.00
136	ADDITIVE ALTERNATE #2 - Traffic Line (24" White)	200	LF	$7.00	$1,400.00	$22.00	$4,400.00	$4,000.00	$4,200.00	$4,400.00	$4,000.00	$4,000.00	$4,400.00	$3,600.00	$5,000.00	$3,400.00	$4,120.00
137	ADDITIVE ALTERNATE #2 - Traffic Line (24" Yellow)	1600	LF	$20.00	$32,000.00	$22.00	$35,200.00	$32,000.00	$33,600.00	$35,200.00	$32,000.00	$32,000.00	$33,600.00	$28,800.00	$40,000.00	$27,200.00	$32,960.00
138	ADDITIVE ALTERNATE #2 - Pavement Marking (Type IV Arrow)	2	EA	$500.00	$1,000.00	$165.00	$330.00	$300.00	$315.00	$330.00	$300.00	$300.00	$500.00	$300.00	$370.00	$498.00	$309.06
139	ADDITIVE ALTERNATE #2 - Pavement Marking (Bike Symbol with Arrow)	12	EA	$165.00	$1,980.00	$150.00	$1,800.00	$1,560.00	$1,638.00	$1,716.00	$1,560.00	$1,560.00	$2,400.00	$1,560.00	$1,920.00	$2,496.00	$1,607.16
140	ADDITIVE ALTERNATE #2 - Pavement Marking (Slow School XING)	3	EA	$500.00	$1,500.00	$870.00	$2,610.00	$2,370.00	$2,488.50	$2,607.00	$2,370.00	$2,370.00	$2,550.00	$2,370.00	$2,925.00	$3,429.00	$2,441.55
141	ADDITIVE ALTERNATE #2 - Pavement Marking (Stop)	1	EA	$150.00	$150.00	$240.00	$240.00	$215.00	$225.75	$236.00	$215.00	$215.00	$325.00	$215.00	$265.00	$312.00	$221.49
142	ADDITIVE ALTERNATE #2 – Pavement Marking (Yield teeth)	35	EA	$10.00	$350.00	$30.00	$1,050.00	$875.00	$918.75	$945.00	$875.00	$875.00	$1,750.00	$875.00	$1,085.00	$1,470.00	$901.25
143	ADDITIVE ALTERNATE #2 - Pavement Marking (Green)	3900	SF	$20.00	$78,000.00	$14.00	$54,600.00	$46,800.00	$49,140.00	$50,700.00	$58,500.00	$46,800.00	$48,750.00	$46,800.00	$58,500.00	$54,600.00	$48,204.00
144	ADDITIVE ALTERNATE #2 - Delineator Post	240	EA	$475.00	$114,000.00	$340.00	$81,600.00	$73,200.00	$76,860.00	$80,520.00	$96,000.00	$73,200.00	$96,000.00	$73,200.00	$90,000.00	$47,520.00	$75,429.60
	BID ALTERNATE 2				**$259,830.00**		**$228,640.00**	**$221,425.00**	**$238,182.00**	**$272,409.00**	**$244,325.00**	**$219,066.91**	**$244,775.00**	**$228,225.00**	**$247,115.00**	**$203,448.00**	**$205,354.37**
	BID ALTERNATE CONTRACT WORK				**$437,080.00**		**$366,640.00**	**$358,775.00**	**$397,519.50**	**$412,159.00**	**$421,525.00**	**$349,758.82**	**$396,475.00**	**$385,475.00**	**$399,265.00**	**$293,075.00**	**$332,944.62**

***NOTE: RED-COLORED NUMBER DENOTED INCORRECT BID TOTAL. THE NUMBERS ARE VERIFIED AND REVISED BY CITY ON THIS BIDS TABULATION**

***NOTE: BLUE-COLORED NUMBER DENOTED INCORRECT LINE ITEM PRICE. THE NUMBERS ARE VERIFIED AND REVISED BY CITY ON THIS BIDS TABULATION**

List of Sub-Contractors												
Description		**DeSilva Gates**	**McKim Corporation**	**Radius Earthwork, Inc.**	**McGuire and Hester**	**MCK Services, Inc.**	**Bay Cities Paving & Grading, Inc.**	**G. Bortolotto & Company, Inc.**	**O'Grady Paving, Inc.**	**Interstate Grading & Paving, Inc.**	**Mountain Cascade, Inc.**	**Rapid Grading Services**
Adjust Iron		TDW Construction						McKim				
Minor Concrete		FBD Vanguard Construction		Jalos Construction	R & R Maher Construction	JD Partners Concrete	R & R Maher Construction		Spencon	Spencon	R & R Maher Construction	
Electrical/RRFB & Signal Modifications		Bear Electrical Solutions	Bear Electrical Solutions	Bear Electrical Solutions	Bear Electrical Solutions	Bear Electrical Solutions	Bear Electrical Solutions	Bear Electrical Solutions	Bear Electrical Solutions	Bear Electrical Solutions	Bear Electrical Solutions	Bear Electrical Solutions
Striping/Signage		Chrisp Company	Chrisp Company	Chrisp Company	Chrisp Company	Chrisp Company	Chrisp Company	Chrisp Company	Chrisp Company	Chrisp Company	DG Striping, Inc.	Chrisp Company
Utility Adjust			Johnson Construction Company		Johnson Construction Company	Johnson Construction Company	D's General Engineering			Johnson Construction Company	Johnson Construction Company	
Surveyor			Mike O'Dell Survey	Cunha Surveying, Inc.						Cunha Surveying Inc.		
Slurry/Crack Fill		Bond Blacktop, Inc.	Bond Blacktop, Inc	Bond Blacktop, Inc	Bond Blacktop, Inc.	Pavement Coatings Co.	Bond Blacktop, Inc.	Graham Contractors	Bond Blacktop, Inc.	Bond Blacktop, Inc.	Union Pavement Services	Bond Blacktop, Inc.
Grinding				Anrak Corporation								
Sweeping				Bay Area Commercial Sweeping, Inc.								
Traffic Control				DR Traffic Control							DR Traffic Control	
Milling					Anrak Corporation							
Paving Oil					Pacific Northwest Oil						Reed & Graham Inc.	
Monument Referencing						Cunha Surveying Inc.						
Trucking						Mercado Transportation, Inc.						
Coldplane							Pavement Recycling Systems, Inc.					

ATTACHMENT 5

Construction Change Order Policy for the Dempsey Road and Great Mall Parkway (Phase II) Street Resurfacing Project, CIP Nos. No. 3440, 4283, 4295, 4304, 4305, 7118

2007 City Council Approved Construction Change Order Policy

Construction Award	**Individual Administrative**	**Cumulative**
Award Amount	**Change Order Authority**	**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

Street Resurfacing Project Street Resurfacing Project 2025, CP 3440, 4283, 4295, 4300, 4304, 4305, and 7118

Contract Award	**Individual Administrative**	**Cumulative**
Amount	**Change Order Authority**	**Change Order Authority**
$4,229,695.00	N/A	$635,000 (15%)

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	To (Debit)		From (Credit)	
	Account	Amount	Account	Amount
Check one: ■ Budget Appropriation ❒ Budget Transfer	CP4300-4Const-311GT1177 CP4300-4Const-311GT1181	$333,311.50 $39,502.00	California State Bill 1 Road Maintenance and Rehabilitation (SB1 RMRA) Vehicle Registration Fund (VRF)	$333,311.50 ($231,511.47 in funding & $101,800.03 interest) $39,502.00

BACKGROUND:

The Traffic and Transportation Engineering section of the Public Works Department is responsible for the planning and managing the City's Street Resurfacing Program. 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. It is the City's goal to maintain a minimum PCI rating of 70 throughout its infrastructure.

The Dempsey Road and Great Mall Parkway (Phase II) Street Resurfacing Project, CIP Nos. 3440, 4283, 4295, 4300, 4304, 4305, 7118 ("Project") workplan is included in the adopted FY2026-2030 Capital Improvement Program. The resurfacing of Dempsey Road and Great Mall Parkway (Phase II) was approved as part of the Street Resurfacing Project FY2023-24, CIP No. 4300 and FY2024-25, CIP No. 4305, respectively. Due to schedule conflicts with other CIP projects and a grant opportunity, Dempsey Road was rescheduled to be resurfaced after the completion of the Dempsey Water Main Replacement Project, CIP No. 7118; and Great Mall Parkway (Phase II) rescheduled to be resurfaced after grant announcement of the CTC Local Partnership Program in summer 2025 which unfortunately the City was unsuccessful.

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 consisting of repairs to curb,
gutter, and sidewalk, and curb ramp replacements in compliance with Americans with Disabilities Act; pedestrian improvements and signal modification at traffic signal intersections; upgrades to bike lane facilities; and reinstallation of striping and pavement delineation. As part of the accepted workplan, the Project included the following streets as the base bid:

- Alder Drive from Barber Lane to E. Tasman Drive;
- Dempsey Way;
- Dempsey Road from S. Park Victoria Drive to Yosemite Drive;
- Great Mall Parkway from McCandless Drive to Montague Expressway;
- Tasman Drive from Alder Drive to 880 Southbound On/Off Ramps;
- Yosemite Drive from S. Milpitas Blvd to S. Park Victoria Drive; and
- Railroad Court, north of Railroad Avenue.

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

- Alternative 1: Great Mall Parkway Delineator Post
- Alternative 2: Escuela Parkway Separated Bike Lanes

ANALYSIS:

The Project was advertised on the City's eProcurement system, OpenGov Procurement, and digital construction trade publications on November 14, 2025, and in the Milpitas Post on November 14 and 21, 2025, in accordance with the bidding requirements of the Uniform Public Construction Cost Accounting Act and City Ordinance I-2-3.08 – Formal Bid Procedures. The Project was also posted at Milpitas City Hall, Sports Center, and Senior Center per City Council direction and Government Code section 36933. The bid opening was held on January 7, 2026, and eleven (11) sealed bids were received with the price range for the base bid from $4,091,695.00 to $5,660,818.24. The apparent lowest bidder was DeSilva Gates Construction LLC, submitting a base bid in the amount of $4,091,695. The Council's agenda packet includes detailed information about the Project's Plan and Specifications (**Attachment B**); and the Engineer's Construction Estimate and the Bid Results for the Project's base bid and alternative bid items (**Attachment C**). The Summary of Bid Results is as follows:

Bidder	Base Bid	Bid Alternate No. 1	Bid Alternate No. 2
Engineer's Estimate	**$6,096,384.00**	**$177,250.00**	**$259,830.00**
DeSilva Gates Construction LLC	$4,091,695.00	$138,000.00	$228,640.00
McKim Corporation	$4,226,769.40	$137,350.00	$221,425.00
Radius Earthwork, Inc.	$4,236,866.15	$159,337.50	$238,182.00
McGuire and Hester	$4,558,716.50	$139,750.00	$272,409.00
MCK Services, Inc.	$4,619,757.25	$177,200.00	$244,325.00
Bay Cities Paving & Grading, Inc.	$4,683,948.55	$130,691.91	$219,066.91
G. Bortolotto & Company, Inc.	$4,845,452.25	$151,700.00	$244,775.00
O'Grady Paving, Inc.	$4,905,877.25	$157,250.00	$228,225.00
Interstate Grading & Paving, Inc.	$5,046,150.00	$152,150.00	$247,115.00
Mountain Cascade, Inc.	$5,463,965.00	$89,627.00	$203,448.00
Rapid Grading Services	$5,660,818.24	$127,590.25	$205,354.37

The bid pricing received varies between 7% to 33% under the Engineer's Construction Estimate. The variation is likely due to various factors such as, but not limited too, favorable construction market, timing of the bid posting, contractor's work schedule, an increase in competition amongst contractors, contractors self-performing work instead of using subcontractors, the economy scale of the Project, and/or reduced cost in material and labor.

Staff reviewed the bid proposal submitted by DeSilva Gates Construction, LLC, the apparent lowest bidder, and found their bid proposal to be responsive. Staff recommends awarding a construction contract in the base bid amount of $ $4,091,695.00 plus alternate bid item no. 1 in the amount of $138,000.00 for the total amount of $4,229,695.00 to DeSilva Gates Construction, LLC, the lowest responsible bidder submitting a responsive bid. No bid protests were filed with the City. There is sufficient funding available in the Project budget to award this contract, and no additional funding appropriation is required.

The construction contingency established for the Project to address any unforeseen conditions that arise during construction is $635,000 which is approximately 15% 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 D**). 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.

PROJECT/PROGRAM SCHEDULE:
Upon City Council adoption of the Resolution (**Attachment A**), construction is anticipated to start in March/April and be completed by the end of the summer.

BUDGET AMENDMENT FOR STREET RESURFACING PROJECT FY 2024-25, CIP PROJECT NO. 4300
The City receives allotment of tax generated funding annually from the County of Santa Clara and State through Measure B, State Bill 1 Road Maintenance and Rehabilitation Account (SB1 RMRA), and Vehicle Registration Fee (VRF). This funding is dedicated to the annual Street Resurfacing Project in order to meet the City's goal of maintaining a minimum PCI rating of 70 throughout its infrastructure.

The City Council adopted a budget allocation of the SB1 RMRA and VRF funding of $2,000,000 and $500,000, respectively, for Street Resurfacing Project FY 2024-25, CIP Project No. 4300 (CIP No. 4300) as part of the adopted FY2025-2029 Capital Improvement Program. As the budget is adopted prior to the release of the actual amount released by State and County of Santa Clara, the budget allocations are based on conservative historic actuals over the past five years. Therefore, a Budget Amendment is required to align with the actual funding received for the CIP No. 4300 the following year.

In FY2024-25, the City received $2,333,311.50 in SB1 RMRA funding from the State where $2,231,511.47 was the funding allocation and $101,800.03 was the accrued interest; and $539,502.00 in VRF funding from the County of Santa Clara. Staff is recommending City Council approve a Budget Amendment (**Attachment E**) in CIP Project No. 4300 to appropriate the increase in SB1 RMRA funding in the amount of $333,311.50 and VRF in the amount of $39,502 to account for difference from the projected allocation versus the actual allocation received in order to qualify all Project expenditures for reimbursement.

The following is a summary of the requested Budget Appropriations for the Project:

Project No. 4300	Current Adopted Budget	Proposed Budget Increase/(Decrease)	Proposed Budget Total
SB1 RMRA	$2,000,000	$333,311.50	$2,333,311.50
Measure B	$2,097,562	-	$2,097,562
Vehicle Registration Fee	$500,000	$39,502	$539.502
Total	$4,597,562	$372,813.50	$4,970,375.50

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve of the Project's plans and specifications and award the construction contract to DeSilva Gates Construction, LLC.

Pros: None.

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

Reason for Not Recommending: The Project would need to be re-advertised, resulting in a minimum six-month delay and causing it to miss the ideal construction season. A postponement would push the Project to be constructed into the rainy season, which could potentially increase 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 FY2024-25, CIP Project No. 4300.

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 full allotment of funding from State and Couty of Santa Clara for reimbursement of expenditures.

FISCAL IMPACT:
The Project will be funded by various CIP projects, including Nos. 3440, 4283, 4295, 4300, 4305, and 7118, to complete the work. Adequate funds are available across all CIP projects and no additional funding is required. In summary, CIP Project No. 3440 will fund all the traffic signal modification along Great Mall Parkway; CIP Project No. 4283 will fund curb ramp replacements and associated concrete improvements; CIP Project No. 4295 will fund the restriping on Yosemite Drive from S. Milpitas Blvd to Dempsey Road; CIP Project No. 4300 will fund concrete, asphalt, and striping improvements on Alder Drive from Barber Lane to E. Tasman Drive,
Great Mall Parkway from McCandless Drive to Montague Expressway, and Tasman Drive from Alder Drive to 880 Southbound On/Off Ramps; CIP Project No. 4305 will fund concrete, asphalt, and striping improvements on Dempsey Road from S. Park Victoria Drive to Yosemite Drive, Dempsey Way, Railroad Court, and Yosemite Drive from Dempsey Road to S. Park Victoria Drive; and CIP Project No. 7118 will fund portion of the asphalt and striping improvements on Dempsey Road and Yosemite Drive due to the recently water main replacement project. The allocation of the funding from various CIP projects are summarized as follows:

Project CIP Number	Project Funding Allocation	Uncommitted Balance as of January 23, 2026
Project No. 3440	$270,000.00	$1,534,615.96
Project No. 4283	$200,000.00	$540,000.19
Project No. 4295	$119,063.50	$202,106.73
Project No. 4300	$2,522,580.50	$4,469,065.97
Project No. 4305	$728,051.00	$1,486,382.89
Project No. 7118	$390,000.00	$2,385,802.96
Total Funding Allocation	$4,229,695.00	**$10,617,974.70**

Summary of Estimated Construction Cost:

Base Bid	$4,091,695.00
Bid Alternative No. 1	$138,000.00
15% Contingency	$635,000.00
Total	**$4,864,695.00**

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The Project consists of the repair and maintenance of existing public streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities as it involves negligible or no expansion of existing use, which is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301. The Notice of Exemption was filed with the County of Santa Clara on October 22, 2025.

ATTACHMENT(S):
(a) Resolution
(b) Project Plan and Specifications
(c) Bid Results Summary
(d) Construction Change Order Policy
(e) Budget Change Form

❒	**Check if City Council Approval required.** **Meeting:**

Requested by:	**Department Head:**	**Date:**
Reviewed by:	**Finance Staff:**	**Date:**
Approved by:	**Budget Manager:**	**Date:**
Date approved by City Council, if required:	**Confirmed by:**	

FI/24786/V **Form 30-222 (Rev. 1/92)**

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 95-1 - McCarthy Ranch for Fiscal Year 2026-27 (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:	2/17/2026
Recommendation:	Adopt a resolution initiating proceedings for the annual levy and collection of assessments and ordering the preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 95-1 - McCarthy Ranch for Fiscal Year 2026-27.

BACKGROUND:

On May 2, 1995, the City Council completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, establishing the Landscaping and Lighting Maintenance Assessment District No. 95-1 - McCarthy Ranch (LLMD 95-1) for the improvement and maintenance of public landscaping, irrigation, pedestrian lighting, gateway columns and entry signs along Ranch Drive and North McCarthy Boulevard between State Route 237 and Dixon Landing Road as shown on the attached location map **(Attachment A).**

ANALYSIS:

The Landscaping and Lighting Act of 1972 requires the adoption of a resolution (Attachment B) directing preparation of the annual engineer's report evaluating LLMD 95-1 maintenance and improvement costs and generally describing any proposed new improvements or any substantial changes in existing improvements. At subsequent meetings, the City Council will be asked to approve the completed engineer's report and to schedule a public hearing for the proposed assessment this coming April and May. Upon City Council approval, the assessment for the maintenance and improvement work will be added to the 2026-27 property tax bills of property owners within the boundaries of LLMD 95-1.

PROJECT SCHEDULE/KEY MILESTONES

Upon City Council adoption of the Resolution, the preparation of the annual Engineer's Report will begin and is anticipated to be completed in April 2026. Approval of the annual Engineer's Report and Assessments, and conducting a public hearing and adopting a resolution confirming annual assessments and ordering the levy for the district is anticipated to be brought forward to City Council for consideration on April 21, 2026, and May 19, 2026.

POLICY ALTERNATIVE(S):

Alternative 1: Not adopting a Resolution initiating proceeding for the annual levy and collection of assessments and ordering the preparation of the annual engineer's report for LLMD 95-1.

Pros: None

Cons: If the City Council does not adopt the Resolution according to the Landscaping and Lighting Act of 1972, the City will be unable to collect assessments for LLMD 95-1.

Reason not recommended: Staff recommends approving the Resolution confirming the assessment and ordering the levy for FY 2026-27 to allow for the continued maintenance and service of LLMD 95-1.

FISCAL IMPACT:
The levy and collection of assessments provide a funding resource for the City to improve and maintain public landscaping, irrigation, pedestrian lighting, gateway columns and entry signs along Ranch Drive and North McCarthy Boulevard between State Route 237 and Dixon Landing Road within LLMD 95-1. The completion of the engineer's report will determine the FY 2026-27 maintenance cost budget for the LLMD 95-1 that will be completed by June. There is no fiscal impact for this current recommended action.

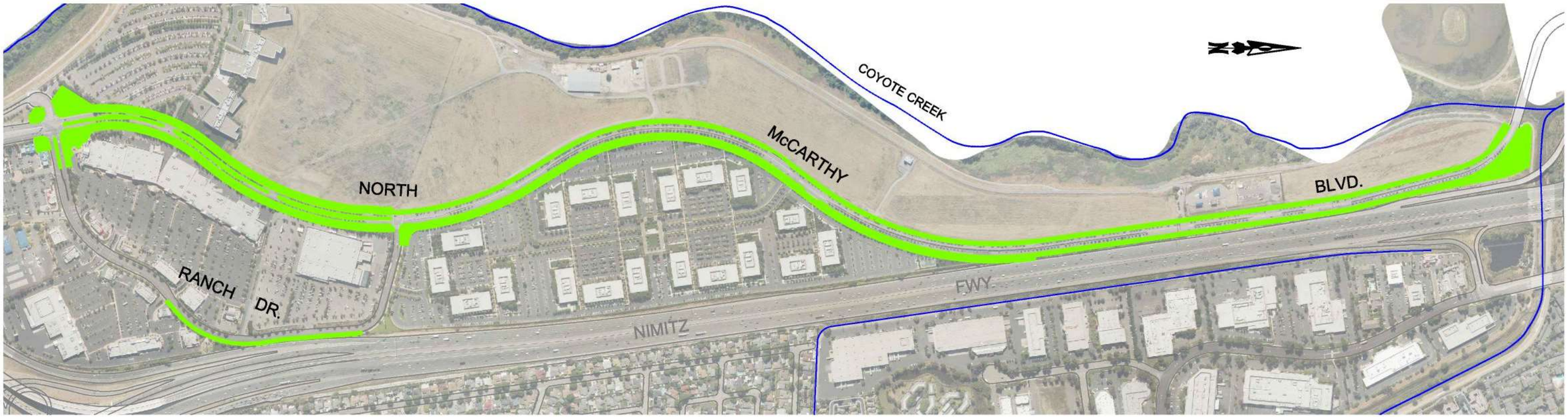
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
A levy and collection of assessments has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 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.

ATTACHMENT(s):
(a) Location Map
(b) Resolution

CITY OF MILPITAS

LANDSCAPING MAINTENANCE DISTRICT (LMD) 95-1

(N.T.S.)



2025-2026 FISCAL YEAR LANDSCAPE AREA FUNDED FOR MAINTENANCE

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 95-1 (MCCARTHY RANCH) FOR FISCAL YEAR 2026-27, ORDERING THE PREPARATION OF THE ANNUAL ENGINEER'S REPORT, AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, on May 2, 1995, the City Council (the "City Council") of the City of Milpitas (the "City") 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 Landscaping and Lighting Maintenance Assessment District No. 95-1 (McCarthy Ranch) (the "Maintenance District"), for the purpose of paying for the installation, construction, maintenance and/or servicing of certain improvements authorized under the Act, and incidental expenses in connection therewith (collectively, the "Improvements"); and

WHEREAS, Section 22620, *et seq*. of the Act provides for the levy of annual assessments after formation of the Maintenance District; and

WHEREAS, the City has retained NBS Government Finance Group as assessment engineer for the purpose of assisting with the annual levy of the Maintenance District, and the preparation and filing of a report in accordance with Section 22565, *et seq.,* of the Act (the "Engineer's Report"); and

WHEREAS, pursuant to Section 22622 of the Act, the City Council wishes to initiate proceedings to provide for the levy of assessments for Fiscal Year 2026-27 in order to provide funding for the necessary costs and expenses pertaining to the maintenance of the Improvements within the Maintenance District.

NOW, THEREFORE, the City Council 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 orders NBS Government Finance Group to prepare and file with the City Clerk the Engineer's Report concerning the levy and collection of assessments within the Maintenance District for the fiscal year commencing July 1, 2026, and ending June 30, 2027, in accordance with Section 22565, *et seq*., of the Act.

3. There are no changes to existing Improvements nor are there any items being added to the list of Improvements previously approved at the formation of the Maintenance District.

PASSED AND ADOPTED this 10th day of Feburary, 2026 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 Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 98-1 - Sinclair Horizon for Fiscal Year 2026-27 (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:	2/17/2026
Recommendation:	Adopt a resolution initiating proceedings for the annual levy and collection of assessments and ordering the preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 98-1 - Sinclair Horizon for Fiscal Year 2026-27.

BACKGROUND:
On June 16, 1998, the City Council completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, establishing the Landscaping and Lighting Maintenance Assessment District No. 98-1 - Sinclair Horizon (LLMD 98-1) for the improvement and maintenance of public landscaping, irrigation, and pedestrian walking path adjacent to Sinclair Frontage Road and Los Coches Creek abutting the Sinclair Horizon residential subdivision as shown in the attached location map **(**Attachment A).

ANALYSIS:
The Landscaping and Lighting Act of 1972 requires adoption (Attachment B) of a resolution directing preparation of the annual engineer's report evaluating LLMD 98-1 maintenance and improvement costs and generally describing any proposed new improvements or any substantial changes in existing improvements. At subsequent meetings, the City Council will be asked to approve the completed engineer's report and to schedule a public hearing for the proposed assessment this coming April and May. Upon City Council approval, the assessment for the maintenance and improvement work will be added to the 2026-27 property tax bills of property owners within the boundaries of LLMD 98-1.

PROJECT SCHEDULE/KEY MILESTONES
Upon City Council adoption of the Resolution, the preparation of the annual Engineer's Report will begin and is anticipated to be completed in April 2026. Approval of the annual Engineer's Report and Assessments, and conducting a public hearing and adopting a resolution confirming annual assessments and ordering the levy for the district is anticipated to be brought forward to City Council for consideration on April 21, 2026, and May 19, 2026.

POLICY ALTERNATIVE(S):

Alternative 1:
Not adopt a resolution initiating proceeding for the annual levy and collection of assessments and ordering the preparation of the annual engineer's report for LLMD 98-1.

Pros: None

Cons: If the City Council does not adopt the Resolution according to the Landscaping and Lighting Act of 1972, the City will be unable to collect assessments for LLMD 98-1.

Reason not recommended: Staff recommends approving the Resolution confirming the assessment and ordering the levy for FY 2026-27 to allow for the continued maintenance and service of LLMD 98-1.

FISCAL IMPACT:
The levy and collection of assessments provide a funding resource for the City to improve and maintain public landscaping, irrigation, and a pedestrian walking path adjacent to Sinclair Frontage Road and Los Coches Creek abutting the Sinclair Horizon residential subdivision within LLMD 98-1. The completion of the engineer's report will determine the FY 2026-27 maintenance cost budget for the LLMD 98-1 that will be completed by June. There is no fiscal impact for this current recommended action.

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.

ATTACHMENT(s):
(a) Location Map
(b) Resolution

CITY OF MILPITAS

LANDSCAPING MAINTENANCE DISTRICT (LMD) 98-1

(N.T.S.)

2025-2026 FISCAL YEAR LANDSCAPE AREA FUNDED FOR MAINTENANCE

ST

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 98-1 (SINCLAIR HORIZON) FOR FISCAL YEAR 2026-27, ORDERING THE PREPARATION OF THE ANNUAL ENGINEER'S REPORT, AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, on June 16, 1998, the City Council (the "City Council") of the City of Milpitas (the "City") 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 Landscaping and Lighting Maintenance Assessment District No. 98-1 (Sinclair Horizon) (the "Maintenance District"), for the purpose of paying for the installation, construction, maintenance and/or servicing of certain improvements authorized under the Act, and incidental expenses in connection therewith (collectively, the "Improvements"); and

WHEREAS, Section 22620, *et seq*. of the Act provides for the levy of annual assessments after formation of the Maintenance District; and

WHEREAS, the City has retained NBS Government Finance Group as assessment engineer for the purpose of assisting with the annual levy of the Maintenance District, and the preparation and filing of a report in accordance with Section 22565, *et seq.,* of the Act (the "Engineer's Report"); and

WHEREAS, pursuant to Section 22622 of the Act, the City Council wishes to initiate proceedings to provide for the levy of assessments for Fiscal Year 2026-27 in order to provide funding for the necessary costs and expenses pertaining to the maintenance of the Improvements within the Maintenance District.

NOW, THEREFORE, the City Council 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 orders NBS Government Finance Group to prepare and file with the City Clerk the Engineer's Report concerning the levy and collection of assessments within the Maintenance District for the fiscal year commencing July 1, 2026, and ending June 30, 2027, in accordance with Section 22565, *et seq*., of the Act.

3. There are no changes to existing Improvements nor are there any items being added to the list of Improvements previously approved at the formation of the Maintenance District.

PASSED AND ADOPTED this 17th day of February, 2026 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 to Approve Project Plans and Specifications, Award Construction Contract to Bosco Construction, Inc. for the Annual Sidewalk, Curb, and Gutter Improvement Project 2025, CIP No. 3426 (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:	2/17/2026
Recommendation:	Adopt a resolution to (1) Approve Project Plans and Specifications; (2) Award the Construction Contract to the lowest responsible bidder Bosco Construction, Inc. in the amount of $700,756.87; (3) Authorize the City Manager, or designee, to execute the construction contract with Bosco Construction, Inc.; and (4) Authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not-to-exceed $140,151 for the Annual Sidewalk, Curb, and Gutter Improvement Project 2025, CIP No. 3426.

BACKGROUND:

The Annual Sidewalk, Curb, and Gutter Improvement Project 2025, CIP No. 3426 in the adopted FY2026-2030 Capital Improvement Program (Project) provides for the repair and replacement of concrete sidewalk, curb, and gutter to meet ADA requirements[1]. A total of 195 locations identified through inspections as well as service requests received by the community will constitute the scope of work for the project.

ADA requirements for sidewalk offsets (vertical changes in level) dictate that any vertical displacement between sidewalk panels must not exceed ¼ inch. Changes between ¼ inch and ½ inch must be beveled with a slope no steeper than 50%, while any offset that exceed ½ inch requires a ramp or removal and replacement. This project will ensure safe path of travel for residents and visitors.

ANALYSIS:

The Project was advertised on the City eProcurement system, OpenGov Procurement, and digital construction trade publications on December 19, 2025, and in the Milpitas Post on December 19 and 26, 2025, in accordance with the bidding requirements of the Uniform Public Construction Cost Accounting Act and City Ordinance I-2-3.08 – Formal Bid Procedures. The Project was also posted at Milpitas City Hall, Sports Center, and Senior Center per City Council direction and Government Code section 36933.

The bid opening was held on January 22, 2026, and nine (9) sealed bids were received with pricing ranging from $700,756.87 to $1,520,560.00. The apparent lowest bidder was Bosco Construction Services, Inc., with a bid submittal of $700,756.87. The City Council agenda packet includes detailed information about the Project's Plan and Specifications (Attachment b); and the Engineer's Construction Estimate and the Bid Results for the Project's base bid and alternative bid items (Attachment c). The Summary of Bid Results is as follows:

#	Bidder	Base Bid
	Engineer's Estimate	**$893,000.00**

[1] *While California's Streets and Highways Code Section 5610 mandates that property owners maintain adjacent sidewalks in a safe, non-dangerous condition, covering repairs to prevent injury or public inconvenience, the City of Milpitas currently assumes responsibility for the maintenance of City sidewalks, curb, and gutters to ensure compliance with Americans with Disability Act (ADA) requirements.*

1	Bosco Construction Services, Inc.	$700,756.87
2	JMS Cement Contractors Inc.	$828,547.00
3	Villalobos & Associates, Inc.	$843,443.00
4	CLS / Cervantes Landscape & Concrete	$877,957.00
5	J.J.R. Construction, Inc.	$935,356.70
6	Spencon Construction, Inc.	$990,469.00
7	FBD Vanguard Construction, Inc.	$1,101,034.00
8	DRYCO	$1,424,485.00
9	Kerez Engineering	$1,520,560.00

The bid pricing received is between 23% under and 66% over, the Engineer's Construction Estimate. The variation is likely due to various factors such as, but not limited to, favorable construction market, timing of the bid posting, contractor's work schedule, an increase in competition amongst contractors, contractors' ability to self-performing work, and/or reduced cost in material and labor.

Staff reviewed the bid proposal submitted by Bosco Construction Services, Inc., the apparent lowest bidder, and found their bid proposal to be responsive. Staff recommends awarding a construction contract in the base bid amount of $700,756.87 to Bosco Construction Services, Inc., the lowest responsible bidder submitting a responsive bid. No bid protests were filed with the City. There is sufficient funding available in the Project budget to award this contract, and no additional funding appropriation is required.

The construction contingency established for the Project to address any unforeseen conditions that arise during construction is $140,151 which is approximately 20% 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 d). 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.

PROJECT/PROGRAM SCHEDULE:
Upon City Council adoption of the Resolution (Attachment a), construction is anticipated to start in April/May and be completed by the end of the summer.

POLICY ALTERNATIVE(S):

Alternative: Do not approve the Project plans and specifications and award the construction contract to Bosco Construction, Inc.

Pros: None.

Cons: A denial would delay the completion of the annual repairs and replacement of the City's sidewalk, curb and gutter infrastructure to meet ADA requirements.

Reason for Not Recommending: The Project would need to be re-advertised, resulting in a six-month delay and causing it to miss the ideal construction season. A postponement would push the Project to be constructed into the rainy season, which could potentially increase total costs. Delay of this project could also leave our sidewalks non-compliant with ADA requirements.

FISCAL IMPACT:
Adequate funds are available in the Project to award the construction contract in the amount of $700,756.87 to Bosco Construction Services, Inc. and to execute contract change order(s) in the aggregate amount not to exceed $140,151.00 for a total authorized amount of $840,908.87. As of January 28, 2026, the uncommitted balance in the Project is $1,682,281. No additional funding appropriation is required.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The Project consists of the repair and maintenance of existing public sidewalks, curb and gutters, and similar facilities as it involves negligible or no expansion of existing use, which is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301.

ATTACHMENT(S):
(a) Resolution
(b) Project Plan and Specifications
(c) Bid Tabulation
(d) Construction Change Order Policy

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE PROJECT PLANS AND SPECIFICATIONS; AWARDING THE CONSTRUCTION CONTRACT TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER, BOSCO CONSTRUCTION, INC., IN THE AMOUNT OF $700,756.87; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONSTRUCTION CONTRACT WITH BOSCO CONSTRUCTION, INC.; AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDER(S) IN AN AGGREGATE AMOUNT NOT-TO-EXCEED $140,151 FOR THE ANNUAL SIDEWALK, CURB, AND GUTTER PROJECT 2025, CIP NOS. NO. 3426.

WHEREAS, The Annual Sidewalk, Curb, and Gutter Project, CIP No. 3426 (collectively referred to herein as the "Project") is included in the adopted FY2026-2030 Capital Improvement Program. The Project provides for the repair and replacement of the City owned sidewalk, curb, and gutter in compliance with Americans with Disabilities Act.

WHEREAS, the Project was advertised on the City's eProcurement system, OpenGov Procurement, and digital construction trade publications on December 19, 2025, and in the Milpitas Post on December 19 and 26, 2025, in accordance with the bidding requirements of the Uniform Public Construction Cost Accounting Act and City Ordinance I-2-3.08 – Formal Bid Procedures; and posted at Milpitas City Hall, Sports Center, and Senior Center per City Council direction and Government Code section 36933; and

WHEREAS, the Construction Estimate for the Project's Base Bid is $893,046; and

WHEREAS, on January 22, 2026, nine (9) sealed bid proposals were received and the base bid pricing ranged from $700,756.87 to $1,520,560.00; and

WHEREAS, the lowest responsible bidder submitting a responsive bid is Bosco Construction, Inc., in the amount of $700,756.87; and

WHEREAS, the Notice of Intent to Award Contract to Bosco Construction, Inc. was posted on OpenGov Procurement and no bid protest was filed with the City within seven (7) days of the notice of intent to award as set forth in the Milpitas Municipal Code I-2-3.19 – Protest Procedure; and

WHEREAS, staff recommends the City Council award a construction contract to Bosco Construction, Inc., the lowest responsible bidder submitting a responsive bid, for the Project, and authorize the City Manager, or designee, to execute a contract for the Base Bid in the amount of $700,756.87 in accordance with the State law; and

WHEREAS, sufficient funds are available in the Project to award the contract to Bosco Construction, Inc. in the total amount of $700,756.87; 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 $140,151, twenty percent (20%) of the total contract value, for the Project's timely completion and staff's 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.

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 project plans and specifications.

3. The City Council hereby awards the construction contract to and authorizes the City Manager, or designee, to execute the contract and related documents with the lowest responsible bidder submitting a responsive bid, Bosco Construction, Inc., in the amount of $700,756.87 for Project. The City Manager or their designee is authorized to execute a contract with Bosco Construction, 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 $140,151 for the Project.

PASSED AND ADOPTED this 3rd day of March, 2026 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

CITY OF MILPITAS

MILPITAS, CALIFORNIA

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

2025 ANNUAL SIDEWALK AND CURB & GUTTER PROJECT

CIP NO. 3426

Signed by:
Recommended for Bidding: Samu Tiumalu
993D680788B74DC...
Project Manager, Samu Tiumalu

DocuSigned by:
Approved for Bidding: Michael Silveira
FB3F096DD7F345F...
City Engineer, Michael Silveira

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

TABLE OF CONTENTS

Page

00 11 16 – NOTICE INVITING BIDS 1
00 21 13 – INSTRUCTIONS TO BIDDERS 4
00 41 43 – BID FORMS 13
00 52 13 – CONTRACT 35
00 61 13 – BOND FORMS 40
00 72 13 – GENERAL CONDITIONS 52
00 73 13 – SPECIAL CONDITIONS 107
01 00 00 – GENERAL REQUIREMENTS 110
01 20 00 – MEASUREMENT AND PAYMENT 130
01 31 00 – NOTICE TO PROCEED 133
01 33 00 – LIST OF SUBMITTALS 134
02 00 00 – TECHNICAL PROVISIONS 135
EXHIBIT “A” CHANGE ORDER FORM 147
EXHIBIT “B” SITE LIST ..... **ERROR! BOOKMARK NOT DEFINED.**
EXHIBIT “C” STANDARD DRAWINGS 155

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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 Thursday, January 22, 2026** 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 the **2025 Annual Sidewalk and Curb & Gutter Project** (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.

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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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 Department of Public Works 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-8 License from the Contractor's State License Board. This project is estimated at $900,000.**

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 **Mike Serpa, Senior Public Works Lead**, at City of Milpitas Public Works, 1265 North Milpitas Boulevard, Milpitas, CA 95035, mserpa@milpitas.gov or (408) 586-2634.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

END OF NOTICE INVITING BIDS

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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 the City 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 contact the City via Prints Charles Reprographics 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 www.printscharlesrepro.com. 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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 City Engineer 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.

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 **Mike Serpa, Senior Public Works Lead** at City of Milpitas Public Works at 1265 N. Milpitas Boulevard, Milpitas, CA 95035; mserpa@milpitas.gov, or (408) 586-2634 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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 40% 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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 venturer 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 venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer 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 venturer 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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 2025 Sidewalk and Curb & Gutter Project, CIP 3426

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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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

Consistent with Section I-2-3.19 of the Milpitas Municipal Code, Bidders may file a "protest" of a Bid with the City of Milpitas Purchasing Agent. In order for a Bidder's protest to be considered valid, the protest must:

A. Be filed in writing no later than seven (7) calendar days after the posting of the intent to award;

B. Clearly identify the specific irregularity or accusation;

C. Specify in detail the grounds for protest and the facts supporting the protest;

D. Include all relevant, supporting documentation with the protest at time of filing;

E. Set forth the proposed remedy requested.

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 Purchasing Agent shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The Purchasing Agent will provide a written response to the protestor. The Purchasing Agent's decision on a bid protest for a procurement in an amount no more than Fifty Thousand Dollars ($50,000) shall be final. For procurements having a value of more than Fifty Thousand Dollars ($50,000), the City Council will consider the protest and take action thereupon, which action shall be final.

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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

00 41 43 – BID FORMS

1.1 Bid Acknowledgement.

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:

2025 SIDEWALK AND CURB & GUTTER PROJECT, CIP 3426

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:

1. Designation of Subcontractors form.
2. Bidder Information and Experience form.
3. Noncollusion Declaration form.
4. Iran Contracting Act Certification form.
5. Public Works Contractor Registration Certification form.
6. Attached is the completed Wage Theft Certification form.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

7. Contractor's Certificate Regarding Workers' Compensation form.

8. 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, each member of the joint venture must include the required licensing information.

(SIGNATURES CONTINUED ON NEXT PAGE)

J The undersigned that the representations made herein 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)

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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 _____

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

1.2 BID SCHEDULE

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	**Administration of Diversion of Waste Recyclable Materials**	1	LS	$	$
2	**Remove and Replace 4" Sidewalk (Standard Drawing #425, #426, #427, #436)**	28,246	SF	$	$
3	**Remove and Replace 6" Driveway Approach (Standard Drawing #430, #432, #434)**	212	SF	$	$
4	**Remove and Replace Curb and Gutter (Standard Drawing #410)**	1,725	LF	$	$
5	**Remove Park Strip Improvements**	132	SF	$	$
6A	**Curb Ramp (A88A Type A)**	18	EA	$	$
6B	**Curb Ramp (A88A Type B)**	2	EA	$	$
6C	**Curb Ramp (A88A Type C)**	8	EA	$	$
7	**Root Barrier (Standard Drawing #448)**	200	LF	$	$
8	**Remove / Replace Asphalt**	42	TON	$	$
				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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

1.3 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 25% 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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_____

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

1.4 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.

1.0 Name of Bidder:_____

2.0 Type, if Entity:_____

3.0 Bidder Address: _____

_____

_____

Facsimile Number Telephone Number

_____

Email Address

4.0 How many years has Bidder's organization been in business as a Contractor?

_____

5.0 How many years has Bidder's organization been in business under its present name? _____

5.1. Under what other or former names has Bidder's organization operated?

_____

6.0 If Bidder's organization is a corporation, answer the following:

6.1. Date of Incorporation:_____

6.2. State of Incorporation:_____

6.3. President's Name: _____

6.4. Vice-President's Name(s):_____

_____

6.5. Secretary's Name:_____

6.6. Treasurer's Name:_____

7.0 If an individual or a partnership, answer the following:

7.1. Date of Organization:_____

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

7.2. Name and address of all partners (state whether general or limited partnership):

_____

_____

_____

8.0 If other than a corporation or partnership, describe organization and name principals:

_____

_____

9.0 List other states in which Bidder's organization is legally qualified to do business.

_____

_____

10.0 What type of work does the Bidder normally perform with its own forces?

_____

_____

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

_____

_____

12.0 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:

_____

_____

13.0 List Trade References:

_____

_____

_____

_____

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

14.0 List Bank References (Bank and Branch Address):

_____

_____

_____

_____

15.0 Name of Bonding Company and Name and Address of Agent:

_____

_____

_____

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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:

_____

_____

_____

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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 _____

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

1.5 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_____

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

1.6 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

1.7 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]

Name of Bidder:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. 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.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder_____

Signature_____

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."

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

1.8 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:_____

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

1.9 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 _____

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

1.10 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 **2025 Annual Sidewalk and Curb & Gutter Project, CIP NO. 3426.**

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 _____

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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:

a. **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:

ANNUAL SIDEWALK AND CURB & GUTTER PROJECT, CIP NO. 3426

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.

b. **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 180 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.

c. **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.

d. **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.

e. **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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

f. **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.

g. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

h. **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.

i. **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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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 _____
Deanna J. Santana
City Manager

By: _____

Its: _____

Printed Name: _____

(CONTRACTOR'S SIGNATURE MUST BE NOTARIZED AND CORPORATE SEAL AFFIXED, IF APPLICABLE)

APPROVED AS TO FORM:

By: _____
City Attorney

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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

00 61 13 – BOND FORMS

1.1 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 _____, (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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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:

i Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii 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.

iii 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]

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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) _____

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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 PERFORMANCE BOND

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

1.2 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: _____ (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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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 _____

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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 PAYMENT BOND

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

GENERAL CONDITIONS
TABLE OF CONTENTS

Page

00 72 13 – GENERAL CONDITIONS 52
ARTICLE 1 DEFINED TERMS 52
ARTICLE 2 CONTRACT DOCUMENTS 56
ARTICLE 3 PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION 57
ARTICLE 4 CONTRACT DOCUMENTS: COPIES & MAINTENANCE 57
ARTICLE 5 EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK 57
ARTICLE 6 EXISTENCE OF UTILITIES AT THE WORK SITE 58
ARTICLE 7 SOILS INVESTIGATIONS 58
ARTICLE 8 ARTICLE 8. CONTRACTOR'S SUPERVISION 59
ARTICLE 9 WORKERS 59
ARTICLE 10 INDEPENDENT CONTRACTORS 59
ARTICLE 11 SUBCONTRACTS 60
ARTICLE 12 VERIFICATION OF EMPLOYMENT ELIGIBILITY 60
ARTICLE 13 REQUESTS FOR SUBSTITUTION 60
ARTICLE 14 SHOP DRAWINGS 62
ARTICLE 15 SUBMITTALS 62
ARTICLE 16 MATERIALS 62
ARTICLE 17 PERMITS AND LICENSES 63
ARTICLE 18 TRENCHES 63
ARTICLE 19 DIVERSION OF RECYCLABLE WASTE MATERIALS 64
ARTICLE 20 REMOVAL OF HAZARDOUS MATERIALS 65
ARTICLE 21 SANITARY FACILITIES 65
ARTICLE 22 AIR POLLUTION CONTROL 65
ARTICLE 23 LAYOUT AND FIELD ENGINEERING 65
ARTICLE 24 TESTS AND INSPECTIONS 65
ARTICLE 25 PROTECTION OF WORK AND PROPERTY 66
ARTICLE 26 CONTRACTOR'S MEANS AND METHODS 66
ARTICLE 27 AUTHORIZED REPRESENTATIVES 67
ARTICLE 28 HOURS OF WORK 67
ARTICLE 29 PAYROLL RECORDS 68
ARTICLE 30 PREVAILING RATES OF WAGES 69

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

GENERAL CONDITIONS
TABLE OF CONTENTS
(continued)

Page

ARTICLE 31 PUBLIC WORKS CONTRACTOR REGISTRATION 70
ARTICLE 32 EMPLOYMENT OF APPRENTICES 70
ARTICLE 33 NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY 70
ARTICLE 34 DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS 71
ARTICLE 35 LABOR/EMPLOYMENT SAFETY 72
ARTICLE 36 INSURANCE....72
ARTICLE 37 FORM AND PROOF OF CARRIAGE OF INSURANCE 74
ARTICLE 38 TIME FOR COMPLETION AND LIQUIDATED DAMAGES 75
ARTICLE 39 SCHEDULE OF VALUES, COST BREAKDOWN AND PERIODIC ESTIMATES 77
ARTICLE 40 PROGRESS ESTIMATES AND PAYMENT 78
ARTICLE 41 SECURITIES FOR MONEY WITHHELD....79
ARTICLE 42 CHANGES AND EXTRA WORK.....79
ARTICLE 43 FINAL ACCEPTANCE AND PAYMENT 92
ARTICLE 44 OCCUPANCY 93
ARTICLE 45 INDEMNIFICATION 93
ARTICLE 46 PROCEDURE FOR RESOLVING DISPUTES 94
ARTICLE 47 CITY'S RIGHT TO TERMINATE CONTRACT 94
ARTICLE 48 WARRANTY AND GUARANTEE OF WORK 100
ARTICLE 49 DOCUMENT RETENTION & EXAMINATION 103
ARTICLE 50 SEPARATE CONTRACTS....103
ARTICLE 51 NOTICE AND SERVICE THEREOF 104
ARTICLE 52 NOTICE OF THIRD PARTY CLAIMS....104
ARTICLE 53 STATE LICENSE BOARD NOTICE 104
ARTICLE 54 INTEGRATION 104
ARTICLE 55 ASSIGNMENT OF CONTRACT....105
ARTICLE 56 CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY 105
ARTICLE 57 ASSIGNMENT OF ANTITRUST ACTIONS....105
ARTICLE 58 PROHIBITED INTERESTS 105
ARTICLE 59 CONTROLLING LAW 105
ARTICLE 60 JURISDICTION; VENUE....105
ARTICLE 61 LAWS AND REGULATIONS....106

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

Page

ARTICLE 62 PATENTS 106
ARTICLE 63 OWNERSHIP OF CONTRACT DOCUMENTS 106
ARTICLE 64 NOTICE OF TAXABLE POSSESSORY INTEREST 106
ARTICLE 65 SURVIVAL OF OBLIGATIONS 106

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

A. Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.

B. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.

C. 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.

D. 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.

E. 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.

F. Bidder -- The individual or entity who submits a Bid directly to the City.

G. Caltrans Standard Specifications - Standard Specifications of the State of California, Department of Transportation, 2022. 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.

H. Caltrans Standard Plans - Standard plans of the State of California, Department of Transportation, 2022. All metric measurements or quantities in the Caltrans Standard Plans shall be disregarded, and equivalent United States measures used.

I. 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.

J. 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").

K. City -- The City of Milpitas.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

L. City Council, Council -- The City Council of the City.

M. City's Representative -- The individual or entity as identified in the Special Conditions to act as the City's Representative.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. Contractor -- The individual or entity with which the City has contracted for performance of the Work.

T. 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.

U. 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.

V. Day -- A calendar day of 24 hours measured from midnight to the next midnight.

W. 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.

X. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

Y. 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.

Z. 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.

AA. 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.

BB. 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.

CC. 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.

DD. 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
Lincoln's Birthday – February 12
President's Day – Third Monday in February
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.

EE. 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

FF. 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.

GG. 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.

HH. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

II. 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.

JJ. 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.

KK. 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.

LL. 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.

MM. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.

NN. 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.

OO. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.

PP. Successful Bidder -- The Bidder submitting a responsive Bid to whom the City makes an award.

QQ. 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.

RR. 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

SS. 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.

TT. 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.

UU. 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

A. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

B. **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:

1. Change Orders
2. Contract
3. Addenda
4. Special Conditions
5. Technical Specifications
6. Plans (Contract Drawings)
7. General Conditions
8. Instructions to Bidders
9. Notice Inviting Bids
10. Contractor's Bid Forms
11. City Standard Specifications
12. City Standard Drawings
13. Caltrans Standard Specifrications, except Division 1
14. Caltrans Standard Plans

Reference DocumentsWith reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda or Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over Standard Drawings
5. Contract Drawings govern over Shop Drawings

C. **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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

D. **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

A. **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.

B. **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.

C. **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.

D. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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

A. 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.

B. 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 not 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.

C. 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.

D. 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.

E. 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

A. Reports and Drawings. The Special Conditions identify:

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

1. those reports known to the City of explorations and tests of subsurface conditions at or contiguous to the site; and

2. those drawings known to the City of physical conditions relating to existing surface or subsurface structures at the site (except Underground Facilities).

B. 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:

1. 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

2. other data, interpretations, opinions, conclusions and information contained in such reports or shown or indicated in such drawings; or

3. 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

A. 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.

B. 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

ARTICLE 11 SUBCONTRACTS

A. 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.

B. 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.

C. 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

A. 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.

B. 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.

C. 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

or specified in the Contract Documents. However, the City has adopted uniform standards for certain materials, processes, and articles.

D. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than 15 (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.

E. Substantiating data as described above shall include, at a minimum, the following information:

1. 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.

2. 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.

3. 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.

4. Information detailing the durability and lifecycle costs of the proposed substitution.

F. 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.

G. 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.

H. The Contractor shall bear the costs of all City work associated with the review of substitution requests.

I. 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

ARTICLE 14 SHOP DRAWINGS

A. 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.

B. 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

A. 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.

B. 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.

C. 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

A. 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.

B. 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

C. 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.

D. 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.

E. 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.

F. 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.

G. 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

A. 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

A. **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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

B. **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:

1. 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.

2. Subsurface or latent physical conditions at the site differing from those indicated.

3. 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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 thet 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.

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

A. 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.

B. 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

C. 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.

D. 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.

E. 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.

F. 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

A. 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.

B. 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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

A. 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.

B. 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.

C. 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.

D. 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 perfomed outside regular working hours or on weekends or holidays.

E. 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.

F. 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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:

1. Powered Vehicles

2. Construction Equipment

3. Loading and Unloading Vehicles

4. Domestic Power Tools

ARTICLE 29 PAYROLL RECORDS; LABOR COMPLIANCE

A. 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.

B. 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.

C. 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.

D. 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:

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

1. 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.

2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

E. 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.

F. 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.

G. 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.

H. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 30 PREVAILING RATES OF WAGES

A. 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

B. 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.

C. 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

A. Contractor and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.

B. 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.

C. 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.

D. 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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 insure 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

A. **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.

B. **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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

C. **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.

D. **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.

1. 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.

2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

4. 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.

5. 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.

E. **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.

F. **Builder's Risk ["All Risk"]** Not applicable.

G. **Pollution Liability Coverage**. Not applicable.

H. 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

A. 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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

A. **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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

B. **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.

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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

C. **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.

D. **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:

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

ARTICLE 40 PROGRESS ESTIMATES AND PAYMENT

A. 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.

B. The Contractor shall provide an updated project schedule with each payment request.

C. 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:

1. 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.

2. Defective work not remedied.

3. Failure of Contractor to make proper payments to his subcontractor or for material or labor.

4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.

5. Damage to another contractor or a third party.

6. Amounts which may be due the City for claims against Contractor.

7. Failure of Contractor to keep the record ("as-built") drawings up to date.

8. Failure to provide update on construction schedule as required herein.

9. Site cleanup.

10. Failure to comply with Contract Documents.

11. Liquidated damages.

12. Legally permitted penalties.

D. 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

E. 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.

F. 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.

A. **Contract Change Orders.**

1. 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.

2. Contractor shall promptly execute changes in the Work as directed in writing by the City even when the parties have not reached agreement on

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

3. 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.

4. 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.

5. 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.

6. 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.

7. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

B. **Contract Price Change.**

1. 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

2. 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 quanities 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.

3. 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

4. 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.

i. 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.

ii. T&M Daily Summary Sheets. All documentation of incurred costs ("T&M Daily Summary Sheets") shall be submitted by

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

iii. 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.

c. 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

d. 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.

e. 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

(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.

f. 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

g. 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;

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

h. 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

5. 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.

6. 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

7. 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.

8. 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.

9. 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.

10. 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,

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

disputing the terms of the unilateral Change Order, and providing such supporting documentation for its position as the City may require.

C. **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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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

A. 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.

B. 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

C. Final Payment.

1. 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

2. 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.

3. 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.

D. 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:

A. 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

B. 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.

C. 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;

D. 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.

A. **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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.

B. **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.

C. **Supporting Documentation.** The Contractor shall submit all claims in the following format:

1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

2. List of documents relating to claim:

   Specifications

   Drawings

   Clarifications (Requests for Information)

   Schedules

   Other

3. Chronology of events and correspondence

4. Analysis of claim merit

5. Analysis of claim cost

6. Time Impact Analysis in CPM format

D. **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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

1. 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.

2. 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.

E. **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.

F. **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.

1. 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

2. 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.

3. 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.

4. 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.

G. **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.

H. **Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of $375,000 or less:

1. 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.

2. 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

I. **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.**

J. **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

A. **Termination for Cause by the City:**

1. 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.

2. 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

3. 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.

B. **Termination for Convenience by the City:**

1. 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.

2. 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.

3. 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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."

4. Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.

5. 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.

C. 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

A. 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

B. 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 to verify 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.

C. 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.

D. 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.

E. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.

F. 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;

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

the City shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.

G. 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.

H. Acceptance of Defective Work.

1. 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.

2. 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.

3. 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.

4. If the acceptance of Defective Work occurs after release of the Project Retention, an appropriate amount will be paid by Contractor to City.

I. City May Correct Defective Work.

1. 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.

2. 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

3. 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.

4. 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.

5. 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.

6. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Contractor to City.

7. 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.

J. 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

A. 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.

B. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.

C. 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

A. 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

B. 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.

C. 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

A. **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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

B. **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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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

A. 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.

B. 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 reresentations, 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

00 73 13 – SPECIAL CONDITIONS

1.1 Project Manager

A For purposes of this Project, the Project Manager shall be: Mike Serpa, Senior Public Works Lead.

1.2 Location of the Project.

A The Project is located at various locations throughout the City.

B The general location of the Project is shown on Exhibit B – Site List. Additional areas of work (not exceeding 25% quantity for any one bid item) may be added at the discretion of the Project Manager.

1.3 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.

1.4 Site Data.

Not used.

1.5 Pre-Purchased or Pre-Negotiated Material.

Not used.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

1.6 Designation of City's Representative.

A Unless otherwise modified by City, City's Representative shall be Michael Serpa, Senior Public Works Lead.

1.7 Project Retention

In accordance with Public Contract Code § 7201, City will withhold 5% of each progress payment as retention on the Project.

1.8 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 Two Hundred (**$**250) per 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.

1.9 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.

1.10 Schedule Constraints.

A Contractor shall schedule to have first order of work to complete locations in Exhibit B – Site List.

B Contractors shall schedule to have the second order of work to complete locations yet to be determined and as may be provided to the contractor as received by the City.

1.11 Safety Programs.

Not used.

1.12 Coordination with Other Contractors.

Not used.

END OF SPECIAL CONDITIONS

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

01 00 00 – GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 DESCRIPTION

A. The work to be done is maintenance type work and consists, in general, of the removal and replacement of existing portland cement concrete curb & gutters, sidewalks, driveway approaches, accessible ramps, asphalt replacement adjacent to portland cement concrete work, flat work, and tree root barriers, as required.

B. The majority of the work consists of removal and replacement of portland cement concrete curb & gutter and sidewalk where drainage problems exist or where displacements may become a public safety hazard. The improvements will be replaced over existing base material in most cases (approximately 50% of sidewalk replacement locations). When it is necessary to remove pavement adjacent to the lip of the gutter, replacement of asphalt concrete pavement twelve (12) inches out from new gutter lip will be completed by the Contractor.

C. Contractor shall complete all work in conformance with Sections 39, 73, 92 and 94 of the State of California, Department of Transportation, Standard Specifications 2022.

PART 2 (NOT USED)

PART 3 EXECUTION

3.1 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.

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.

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.

B. 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 theCity 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

C. Surveying

1. Accuracy. Degree of accuracy shall be an order high enough to satisfy tolerances specified for the Work and the following:

(a) Right-of-way and alignment of tangents and curves shall be within 0.1 foot.

(b) 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.

(c) Cross-section points shall be located within 0.1 foot, horizontally and vertically.

(d) Aerial Mapping shall meet National Mapping Standards for 2-foot contour intervals.

D. 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.

E. 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.

3.2 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

3.3 TEMPORARY FIELD OFFICE

Not used.

3.4 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:

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

2. Provide substantial barricades around any shrubs or trees indicated to be preserved.

3. Deliver materials to the Project site over a route designated by the Engineer.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. At the completion of work each day, leave the Project site in a clean, safe condition.

10. 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.

11. 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

3.5 SITE CONDITIONS SURVEYS

A. Work Included.

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.

B. Submittals.

1. Written documentation of site condition survey at pre-construction and post-construction.

2. Photographs as described herein of pre-construction and post-construction conditions.

3. Video recordings as described herein of pre-construction and post-construction conditions.

4. Submittals shall be made within three days of the surveys. All post-construction data shall be submitted prior to the final project inspection.

C. Site Condition Written Documentation.

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.

D. Photographs & Video Recording.

1. 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.

2. 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 right-of-ways, access roads used, utility covers and markings, signs, pavement striping, pavement,

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

3. 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.

4. 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.

E. Video Recording.

1. 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.

2. 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.

3. Video equipment shall be capable of producing high resolution images and shall have zoom capabilities.

4. 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.

5. 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.

6. Video recordings shall be submitted with labels indicating the project, date, recorder, and other pertinent information. Recordings shall be submitted on standard DVDs in a standard format.

F. 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

G. 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.

H. 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.

I. Soils Compaction Testing.

1. 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.

2. 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 sould be the bottom of the pavement section; and at the top of the aggregate base prior to pavement construction.

3.6 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.

1. 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.

2. 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

set shall consist of one or more volumes, each of which shall be bound in a standard binder.

C. 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.

D. Record Drawings

1. 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.

2. 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.

3. 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.

4. 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

3.7 MATERIALS

A. Materials to be Furnished by the Contractor

1. 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.

2. 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.

3. 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.

4. 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.

3.8 LOCAL CONDITIONS AND REQUIREMENTS

A. Access to Work and Haul Routes

1. 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.

2. 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

3. 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.

4. 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.

1. Construction water shall not be used for purposes other than those required to satisfactorily complete the contract.

2. 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.

3. 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.

4. 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

D. Operation of Existing Water Facilities

1. 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.

2. 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.

3. Contractor shall submit a request on City's standard form for any shut-down of existing water facilities.

E. Construction at Existing Utilities

1. 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.

2. 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.

3. 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

1. General. Contractor shall abide by traffic control plans approved by the City.

2. 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

3. 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

1. 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.

2. 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.

3.9 ENVIRONMENTAL QUALITY PROTECTION

A. Environmental Conditions

Not used.

B. Landscape and Vegetation Preservation

1. 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.

2. 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.

3. 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,

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.

4. 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

1. 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.

2. 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.

   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.

3. 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.

4. 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

1. 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

2. 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.

   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.

3. 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.

4. 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

1. 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.

2. 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.

3. 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

1. 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.

2. 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.

3. 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.

   (a) Permit registration. Unless otherwise specified in the Special Conditions, Contractor must prepare the Notice of Intet 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 th eCity'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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

construction work. City will file the Notice of Intent and PRDs and pay the filing fee.

(b) 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 lawsapplicable laws, regulations, and orders.

(c) 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:

(1) 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.

(2) 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.

(3) 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.

(4) Turbidity prevention measures for prevention of excess turbidity including, but are not restricted to, intercepting

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

(9) 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.

(d) 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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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.

4. 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.

5. 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.

6. Contractor violations.

   (a) 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.

   (b) 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.

   (c) 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.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

(d) 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.

7. Oil storage tanks management.

(a) 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.

(b) 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.

(c) 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.

(d) 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

8. Underground tank prohibition. The Contractor shall not use underground storage tanks.

9. 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.”

10. Other Permits.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

(a) Other permits applicable to the Project are listed in the Special Conditions. The Contractor shall obtain all other necessary licenses and permits.

(b) Monitoring. The Contractor is required to conduct monitoring in order to meet the requirements of the permits, which may include sampling, testing and inspections.

(c) Recordkeeping. The Contractor shall retain all records and data required by the permits for the time specified in the contract.

11. 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.

END OF GENERAL REQUIREMENTS

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

01 20 00 – MEASUREMENT AND PAYMENT

11. Payment

11.1 Payment shall be per unit specified and shall be considered full compensation for furnishing all materials, equipment, labor, safety, traffic controls, cleanup and all work incidental thereto.

Bid Item 1 – Administration of Diversion of Waste Recyclable Materials. This work includes completion of a construction and demolition (C&D) Debris Management Plan using the City's Green Halo on-line application and providing weigh tickets listing the descriptions and quantities of all materials recycled to the City Project Manager. Actual removal and recycling of materials is to be included in the payment of bid items 2, 3, 4, 5. 6A, 6B, 6C and 8.

Bid item 2 (Remove and Replace 4" Sidewalk)
Bid Item 3 (Remove and Replace 6" Driveway Approach)
Bid Item 4 (Remove and Replace Curb and Gutter),
The contract price paid per Square Foot for "Remove and Replace 4" Sidewalk ", shall include full compensation for furnishing all traffic control, mobilization, 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, aggregate base, and concrete, existing surfaces restoration, tree root inspection, protection and removal, as shown on the latest City of Milpitas Standard Drawings, as specified in the State Standard Specifications, and these Technical Provisions, and as directed by Project Manager and no additional compensation shall be allowed therefor. Contractor is advised to closely review City of Milpitas Standard Details provided in Exhibit C.

Bid Item 5 –Removal of Park Strip Improvements: This work includes traffic control, mobilization, breaking up, loading, hauling and disposing of portland cement concrete, asphalt, brick or other materials. The contract price paid per Square Foot for "Removal of Park Strip Improvements", shall include full compensation for furnishing all traffic control, mobilization, labor, materials, tools, equipment, and incidentals, and for doing all the work to removing and installing concrete, asphalt, brick or other materials in areas such as park strips where new portland cement concrete is not to be installed. This work shall also include saw cutting and removal of sawcut material, tree root removal and protection, coordination with the private property owner, compaction, aggregate base, and concrete, existing surfaces restoration, tree root inspection, protection and backfilling and smoothing out topsoil to a plane even with top-of-curb and top- of-sidewalk and as directed by Project Manager and no additional compensation shall be allowed therefor.

Bid Item 6A — 6C - Depressed Curb Ramps: This work occurs at various locations per

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

Caltrans Standard Detail A88A provided in Exhibit C and in conformance with ADA requirements and shall include full compensation for furnishing all traffic control, mobilization, labor, materials, tools, equipment, and incidentals, and for doing all the work to removing and installing curb ramp, curb and gutter, 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, 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.

The City Project Manager shall determine the type of ramp to be installed at each location. Work shall include all improvements within ramp boarders (including adjacent curb & gutter) as shown on detail A88A, assuming planter width ranging 4.5' to 5.0'. Payment shall be on per each basis. Depressed curb ramps shall be poured monolithically with adjacent curb and gutter, retaining curbs, etc. Hardscape in planter strip adjacent to curb ramps shall be removed to limits specified by City Project Manager prior to installation of ramp, and shall be paid per bid item 5. The detectable warning surface shall typically be dark gray, however the detectable warning service shall be federal yellow within 600' from a school building or school grounds, or along established Safe Routes to Schools.

Bid Item 7 - Root Barriers: Payment shall be made per linear foot of root barrier installation. Payment shall include traffic control, mobilization, excavating the required trench, and the furnishing of all labor, materials, tools, and equipment required to root prune, apply dressing, and install root barrier complete and in place.

Bid Item 8 – Asphalt Replacement: Payment shall be measured and paid per the theoretical weight, measured in tons. The contract price paid per Ton for "Asphalt Replacement" shall include full compensation for furnishing all mobilization, traffic control, labor, materials, tools, equipment and incidentals and for doing all the work involved in furnishing and placing hot mix asphalt, complete in place, including sawcutting, compaction, spreading, overexcavation, removal of spoils, protect all existing utility covers, crack sealing, tack coat, paint binder as specified in the Contract Documents, State Standard Specifications and these Technical Provisions and as directed by the Project Manager and no additional compensation shall be allowed therefor.

The theoretical weight will be calculated based upon the individual asphalt replacement areas marked by the City, multiplied by the depth, multiplied by the weight of asphalt in lb/cubic feet (assume 148 lbs/cubic foot), all divided by 2000. Any and all removal and replacement done outside of the areas marked by the City or to depths greater than the required 6 inches will not be included in the quantity calculation.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

Contractor is required to coordinate construction City Project Manager a minimum of 48 hours in advance.

Payment shall be made for only those items shown on the bid schedule. Any item of work that is not shown on bid schedule, but is required by these specifications shall be considered as incidental and full compensation for same shall be made as considered included in the payment for the bid items.

In general, contract prices and payments for all bid items shall include, but not be limited to, full compensation for all necessary materials, labor, tools, equipment, traffic control, and incidentals to do all the work involved, complete and in place, as shown on the plans, as specified in the specifications and as directed by the City Project Manager.

No adjustment in the contract prices for Bid Item 1 – Administration of Diversion of Waste Recyclable Materials, Bid item 2 (Remove and Replace 4" Sidewalk), Bid Item 3 (Remove and Replace 6" Driveway Approach), Bid Item 4 (Remove and Replace Curb and Gutter), Bid Item 5 - Removal of Park Strip Improvements, Bid Item 6A – 6C - Depressed Curb Ramps, Bid Item 7 - Root Barriers or Bid Item 8 - Asphalt Replacement shall be made for increases or decreases of more than 25 percent of the quantities.

END OF MEASUREMENT AND PAYMENT SECTION

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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 Project Manager. 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 Project Manager of its intent to begin work at least 24-hours prior to beginning work by calling (408) 586-2634. Once work begins, notification must be made only if work is delayed or suspended.

END OF NOTICE TO PROCEED

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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	Time for City Review (Working Days)
1.	Project Schedule	5
2.	USA Tag & Number	2
3.	Traffic Control Plan	5
4.	Hot Mix Asphalt Mix Design	2
5.	Concrete Mix Design	2
6.	Detectable Warning Surface	2
7.	Class 2 Aggregate Base	2
8.	Root Barrier	2

.

END OF LIST OF SUBMITTALS

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

02 00 00 – TECHNICAL PROVISIONS

1. Materials

1.1 PORTLAND CEMENT CONCRETE:
Portland Cement Concrete shall be Class A concrete have one (1") inch maximum combined aggregate grading, conforming to Section 90-1.02C(4)(d) of the Standard Specifications. Concrete shall contain not less than six (6) sacks (564 pounds) of cementitious material per cubic yard.

1.2 PORTLAND CEMENT:
All cement used shall be of one brand and shall conform to A.S.T.M. C150 Type II Supplementary Cementitious Materials shall conform to Section 90-1.02B(3). *Results of ce*rtified tests made by recognized testing laboratory shall be furnished by the cement manufacturer on request of the Project Manager.

1.3 AGGREGATES:
Aggregates for portland cement concrete shall conform to Section 90-2.02C of the State of California, Department of Transportation, Standard Specifications 2022.

Combined aggregate grading shall conform to the one (1") inch maximum requirements of Section 90-1.02C(4)(d) of the State of California, Department of Transportation, Standard Specifications latest edition.

1.4 WATER:
Water for washing aggregates and for mixing portland cement concrete shall conform to Section 90-1.02D of the State of California, Department of Transportation, Standard Specifications latest edition.

1.5 ADMIXTURES:
No admixtures, accelerators, or retarders shall be allowed without the express approval of the Project Manager.

1.6 EXPANSION JOINTS:
Expansion joints shall consist of prepared strips of three-eighths (3/8") inch thick premolded joint filler conforming to the specifications of A.S.T.M. Designation: D-1751.

1.7 CURING:
All portland cement concrete surfaces shall be cured using a portland cement concrete curing compound No. 4 or 5 meeting the requirements of State of California, Department of Transportation, Standard Specifications Section 90- 1.03B(3)(b) of the latest edition of the State of California Standard Specifications.

1.8 HOT MIX ASPHALT (HMA) REPLACEMENT:
This work shall conform to Section 39, HOT MIX ASPHALT, Section 92, ASPHALTS, and Section 94, ASPHALTIC EMULSIONS of the State of California, Department of

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

Transportation, Standard Specifications latest edition, with the exceptions noted in these Provisions. The HMA shall be ½" Type A with PG 64-10,

Asphalt Materials:

- 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.

- 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 in conformance to Section 92-1.02(B) of the State Standard Specifications, unless otherwise directed by the Engineer.
  3. 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.

The work shall include sawcutting and/or grinding of asphalt, removal of asphalt and affected subgrade and replacement of asphalt as specified in these Provisions and as directed by the City Project Manager.

1.9 CERTIFICATES OF COMPLIANCE:
Contractor shall furnish to the City Project Manager a Certificate of Compliance signed by the manufacturer of the plant mix portland cement concrete and Hot Mix Asphalt. Certificate of Compliance shall state that the portland cement concrete and asphaltic cement concrete furnished complies in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the Certificate.

2. Traffic Control and Pedestrian Safety

2.1 The Contractor shall provide traffic control in the form of placing warning signs, markers and devices in accordance with the California MUTCD (latest edition) and as required by the City Project Manager. When necessary to provide for public safety or convenience, either for vehicles, pedestrians or bicyclist, the Contractor shall provide flaggers as necessary. During non-work hours, the Contractor shall post signs and warning devices to safely direct pedestrians and bicyclist around the work are. See Traffic Control Specifications for additional requirements.

2.2 Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with City's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

3. Construction Methods

3.1 SUBGRADE PREPARATION (Portland Cement Concrete & Asphaltic Concrete):
The existing material shall be excavated to the required depth per the City of Milpitas

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

Standard Details or Caltrans Standard Plans as provided in Exhibit C, as is applicable. The finished subgrade immediately prior to placing subsequent material thereon shall have a relative compaction of ninety (90%) percent for a depth of 0.5 foot as determined by State of California Test Method No.216. The subgrade shall be smooth and true to the required grade. Immediately prior to the placing of cushion for portland cement concrete, the subgrade shall be thoroughly saturated with water. Ponded water shall not be permitted.

3.2 CUSHION:

The base material underlying existing sidewalk, curb and gutter or other portland cement concrete improvements is considered acceptable for this work. The Contractor will be required to bring the material to the proper grade and to consolidate by watering. The City Project Manager will determine when the required moisture content has been obtained. If additional cushion material is required due to grade changes, base material uncontaminated by native soil from other locations or ¾" Class 2 aggregate base may be used.

3.3 FORMS:

Forms shall be smooth on the side placed next to the portland cement concrete, and shall have a true smooth upper edge and shall be sufficiently rigid to withstand the pressure and tamping of fresh portland cement concrete without distortion. Timber forms shall be free from warping of deformation.

All forms shall be thoroughly cleaned and coated with form oil to prevent the portland cement concrete from adhering to them.

The depth of forms for back of curbs shall be equal to the full depth of the curb. The depth of face forms for portland cement concrete curbs shall be equal to the full face height of the curb. The gap between the bottom of the form and the subgrade shall not exceed 1 inch. 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 portland cement concrete. For other than short radius curves, timber forms shall be nominal two (2") inch stock.

All concrete placement shall be confined and no neat (earth confined) placement shall be allowed. When allowed by the City Project Manager, concrete may be placed neatly against asphaltic concrete.

3.4 PLACEMENT:

All portland cement concrete shall be used while fresh and before it has taken an initial set. Retempering any partially hardened portland cement concrete with additional water shall not be permitted.

Where pavement or surfacing is to be placed around or adjacent to manholes, drop inlets, or catch basins, which will be located within traffic lanes, such structures shall not be constructed to final grade until after the pavement or surfacing has been placed around these locations.

Portland cement concrete shall be poured continuously between joints and brought to the required section as the work progresses.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

3.5 JOINTS (CURB AND GUTTER):
Expansion joints shall be installed at each side of structures and at the ends of curb returns. Weakened plane joints shall be constructed at ten (10') foot maximum intervals. Weakened plane joints shall be cut to a minimum depth of one and one-fourth (1-1/4") inch with a tool that leaves corners rounded and insures a free movement of the portland cement concrete at the joint. The joint shall have a minimum width of one-eighth (1/8th) inch and shall not exceed one-fourth (1/4") inch.

3.6 JOINTS (SIDEWALK):
Expansion joints shall be constructed at all returns and opposite expansion joints in adjacent curb. Where curb is not adjacent, expansion joints shall be constructed at intervals of sixty (60') foot maximum intervals and opposite weakened plane joints in adjacent curb. Joints shall be constructed at right angle to the line of curb and to the same depth and width as for curb and gutter.

Score lines shall be constructed at five (5') foot intervals at right angle to the line of curb. For sidewalk eight (8') feet or over in width, a score line parallel to the line of curb shall be constructed midway between back of curb and back of walk.

Score line shall be made with a scoring tool which will make a rounded line of uniform width and depth of one-fourth (1/4") inch. A score line parallel to the face of curb shall be constructed six (6") inches from the face of the curb.

3.7 TOLERANCE:
The top and face of the curb and gutter, the flowline of the curb and gutter, and the surface of the sidewalk shall not vary more than one-fourth (1/4") inch for the edge of an eight (8') foot straight edge when placed against the surface, except at grade changes or curves.

3.8 FINISH:
Fresh portland cement 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 and cross section with a float, troweled smooth, and finished with a broom. The finish and texture of the portland cement concrete shall be approved by the Project Manager. Portland cement concrete adjacent to expansion joints shall be finished with an edger tool. Brooming shall be transverse to the line of traffic.

3.9 HMA PLACEMENT:
All asphalt replacement area finish surfaces must be smooth, uniform and match existing grades. Application of asphalt and asphaltic emulsion must be neat, with surrounding areas kept clean. Asphalt replacement thickness shall be 6 inches. When an asphalt concrete plug is needed, it shall be a minimum of 12” wide from the new concrete. The HMA shall be placed in two lifts with the top lift no less than 1-3/4 inches thick. Any broken edges of existing pavement shall be sawcut immediately prior to paving. Tack coat shall be placed on the vertical edges of both the existing HMA and concrete prior to the base course paving and again prior to the paving of the surface course.

4. Tree Roots & Tree Damage

4.1 Contractor shall notify the City Project Manager of any roots discovered which are larger

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

than two inches in diameter. No root larger than 2 inches in diameter shall be removed without expressed permission from the City Project Manager. Where work occurs adjacent to or over tree roots, the roots shall be removed to a minimum depth of six inches (6") below the bottom or side of the new portland cement concrete. Root removal shall be achieved by mechanical root pruning, supersonic air tool root pruning, or approved equal. Cuts on tree roots and barks or skins or cuts on trees shall be treated with an acceptable sealer and growth inhibitor such as Tre-hold.

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. 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.

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:

1. Trenches shall be hand dug within a tree canopy zone to avoid damage to the tree roots.

2. Upon uncovering, immediately cover the root with a board or burlap and keep it moist.

3. Backfill the exposed root area with soil as soon as the work has been completed.

4. If the tree becomes damaged, cut the damaged root clean with a saw and immediately wrap the root end with plastic secured with tape.

Payment for this work shall be considered as included in the price for removal and replacement.

5. Root Barrier

5.1 Linear root barriers shall be used when concrete hardscape is placed within six feet (6') of any tree in any direction. Eighteen-inch root barriers shall be used when tree is located adjacent to new curb and gutter. All root barriers shall be made of high density, high impact plastic, shall have a minimum thickness of 0.085" and shall be installed according to manufacturer's specifications. Per Standard Detail No. 448 (refer to Exhibit C), root barrier is to be "Biobarrier" root barrier by Reemay or equivalent. The length of the root barrier shall extend five times the diameter of the tree trunk each direction measured from the centerline of the tree's trunk or, entire length of repair, whichever is less. Contractor is required to provide a product submittal for the City to review.

6. Removal of Park Strip Improvements

6.1 At various locations it will be necessary to remove existing concrete improvements made by property owners in the public right of way. If such removals are necessary, the limit of removal shall be sawcut to full depth of the existing concrete. After removal and construction of the new concrete facilities, the remaining area shall be backfilled with topsoil approved by the City Project Manager.

7. Existing Improvements

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

7.1 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.

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.

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.

Unmarked Utilities: 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.

The following utilities have facilities within the limits of work:

PG&E Gas/Electrical

City of Milpitas Water, Recycled Water, Storm Drain, and Sanitary Sewer lines; Street light, Traffic Signal, and Fiber Optics

AT&T Telephone/Fiber Optics

Verizon Telephone/Fiber Optics

Zayo Telephone/Fiber Optics

Comcast Cable TV/ Fiber Optics

Air Products Nitrogen Gas

Protection and repair of damage of laterals and appurtenances shall be the responsibility of the Contractor.

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.

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.

7.2 Where irrigation systems, landscaping, fences, mailboxes, signs, and other improvements exist adjacent to the work, the Contractor shall use reasonable caution to

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

ensure that no damage is caused. If damage to these improvements does occur, the Contractor shall replace in kind or with an acceptable substitute, at his expense.

When repairs to sidewalks and driveways adjacent to property line occur, there may be instances where on-site flat work (driveways and walkways) on private property will:

1. Interfere with the repair of existing public improvements.

2. Be incompatible with the new sidewalk, curb and gutter grades.

3. Be out of repair to the extent that the hardscape is hazardous to pedestrian traffic.

4. Present a restriction to the street tree's natural growing space.

In these situations, it may become necessary for the City's Contractor to remove and replace portions of the on-site flat work. The costs for the removal and replacement of private portland cement concrete improvements will be paid at contract unit prices. The costs for removal and replacement of private improvements other than portland cement concrete and/or asphalt will be negotiated on a case-by-case basis with the City Project Manager. On-site removal and replacement will be only as directed by the City Project Manager, and no extension of quantities will be allowed without prior approval.

8. Cleanup and Backfilling

8.1 The construction area shall be kept neat and safe. Forms shall be removed from the edge of portland cement concrete within two (2) days and be kept in neat piles, not scattered about, and nails in boards shall be turned under, bent over, or removed. Removed nails shall be cleaned up and removed from site.

After forms are removed, portland cement concrete edges shall be backfilled and raked smooth with clean and suitable topsoil. Said topsoil material shall also be used to backfill and bring to an acceptable grade area where portland cement concrete or other paving material is removed but not replaced.

The Contractor shall clean all areas occupied by him/her in connection with the work, and the entire area shall be left in a neat, clean and presentable condition, within seven days of completion. **All asphalt replacement shall be completed, brought to finish grade with asphaltic concrete within thirty (30) calendar days of removal.**

Upon removal of forms, all edges of concrete are to be backfilled. When the edge is lip of gutter, backfill material will be compacted class II aggregate base or asphalt concrete. Any residue left from said cutting operations shall be cleaned and removed per the nonpoint source pollution control best management practices. All cleanup shall be performed as required by the City Project Manager.

City streets within the project site, including those of the Contractor’s truck haul route shall be swept daily and immediately following all operations.

9. Work Areas

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

9.1 The City Project Manager, whenever possible, will arrange the work so that all of the work required to be done in a section of the City will be scheduled continuously. Work identified with a location to be determined may or may not be arranged to be completed with other work.

The majority of work items will occur on various residential streets throughout the City with parking on either side of the street and a 25 miles per hour speed limit. All other work will occur on arterial / collector streets. These streets include, but are not limited to:

- Jacklin Road
- N. Milpitas Blvd
- N. Able Street
- Dixon Road
- Escuela Parkway

9.2 The Contractor shall conduct operations and schedule cleanup to cause the least possible obstruction and inconvenience to traffic, pedestrians, cyclists and adjacent property owners. All work areas shall be swept clean at the end of each day's work and at other times when directed by the City Project Manager. A mobile street sweeper shall be used wherever practical and dust shall be suppressed to the satisfaction of the City Project Manager.

9.3 The Contractor shall protect open excavations, trenches, and such during construction with fences, covers, and railings as required, together with signs, lights, and other warning devices sufficient to maintain safe pedestrian, bicycle and vehicular traffic to the satisfaction of the Project Manager. No open excavations will be allowed over Saturday or Sunday.

9.4 Damage done by the Contractor during the course of the work to adjacent City, public or private property shall be repaired in kind, or as directed by the City Project Manager, at the Contractor's expense. This includes the repair of traffic loop detectors, striping, signing, curb markings, etc. Loop detectors must be repaired within one week of the damage.

9.5 The work of restoration, including backfilling, repair of existing systems (irrigation, etc.), transitioning to existing improvements and cleanup, at each location, shall be diligently pursued to completion and no location shall the work be left partially completed for more than seven working days.

9.6 The City Project Manager shall have the right to limit the amount of removed concrete which may be opened or partly opened at any time. No more than 300 feet of removed concrete shall be left open at any one time.

9.7 All excavations must be backfilled or properly delineated for pedestrian / vehicle traffic at the end of each workday.

9.8 Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense.

10. TRAFFIC CONTROL

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

10.11 Contractor shall maintain access to all driveways except when actually doing construction within the driveway boundaries, at which time partial access will be maintained unless alternate arrangements can be made with the property owners or tenants in advance. If the driveway to any garage or parking area is to be closed for construction work, prior written approval must be obtained from the property owners and the Project Manager. Notice shall be posted by the Contractor 72 hours in advance stating the approximate time the driveway will be closed and reopened.

10.12 The Contractor shall supply, place, and maintain all necessary traffic control devices during construction in accordance with the applicable requirements of the City of Milpitas, the California Manual of Uniform Traffic Control Devices, and the traffic control plans approved by the City.

10.13 Signs to be used for traffic control shall conform to the requirements of the California Manual of Uniform Traffic Control Devices. Signs that are attached to existing poles shall not cause any damage to the poles when they are attached or removed. All of the hardware that is used when attaching signs to existing poles shall be completely removed from the poles when the signs are removed. If a construction sign is required in an area where it cannot be attached to an existing pole, it shall be attached to a 4" x 4" wooden pole. The distance from the ground surface to the bottom of the sign shall be seven (7) feet.

10.14 A flag-type high level warning device with three or more flags shall be used for each direction of traffic affected, generally placed within the taper area.

10.15 Flashing arrow boards shall be Type A or Type II as described in Section 6F.56 of the California Manual of Uniform Traffic Control Devices. Flashing arrow boards are required for lane shifts and reductions and may be required for nighttime work.

10.16 Dated "No Parking Tow Away" signs shall be posted a minimum of 72 hours in advance of all work requiring that cars not be parked on the street. Date and time of work shall be written on signs in two-inch-high letters with a ¼-inch felt black marker. Signs shall be posted 50 feet on center and removed immediately after the work is completed. The Contractor must notify the City Project Manager with locations of posting to verify seventy-two (72) hour notice.

10.17 Traffic Control Plans. A traffic control plan consistent with the following generally applicable conditions must be approved by the Public Works Department prior to the pre-construction meeting. The Contractor shall submit traffic control plans to the City Project Manager for approval five (5) working days prior to the pre-construction meeting. All cost and expense for traffic control shall be included in the bid prices for various bid items and no special compensation shall be allowed.

- Traffic control plans will include a schedule of construction showing each phase of work and the anticipated method of handling traffic for each phase. Traffic control plans will include a scaled drawing of the street, lane configuration, parking, sidewalk, work area, and the location of signs and cones, etc., to warn, direct, and guide the traffic. For all major intersections, the traffic control plan shall reflect actual (not typical) intersection layout and indicate islands, medians, lane lines, bike lanes, nearby driveways, and note all pavement and lane widths.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

- In general, Contractor shall maintain all vehicular, pedestrian, and bike movements. No total closure of any arterial or collector street will be permitted. City may allow closure of local residential streets but Contractor shall always maintain local and emergency access.

- The Contractor shall maintain one lane of traffic in each direction at all times on all streets. The clear width of the lane shall be a minimum of 10 feet.

- A minimum four feet clear sidewalk shall be maintained unless the work makes closure unavoidable, in which case the sidewalk may be closed while working, subject to the approval of the Project Manager. However, an alternate pedestrian facility must be provided for the duration of the closure. At intersections, work will be permitted at one corner at a time so pedestrian movements can be maintained through the intersection.

10.18 Work shall not restrict visibility of any traffic control device.

10.19 The Contractor shall not remove the barricades in the street at any given location until the asphalt concrete patching adjacent to the gutter has been done and a hazard to bicycles, pedestrians and motorists no longer exists.

10.20 The Contractor shall place barricades 50 feet on center at the gutter joints and provide one working flasher for each barricade and shall insure that each flasher is maintained in working condition while in use. The Contractor shall not remove the barricades in the street at any given location until the asphalt concrete patching adjacent to the gutter has been done and the hazard to bicyclists and motorists no longer exist.

10.21 No work will be permitted within 1500 feet of school grounds until after 9:30 a.m. on school days. Other special restrictions may be required at heavily used school crossings or school commute routes beyond 1500 feet from the school grounds as deemed necessary for student safety by the City Project Manager.

10.22 No closure of lanes on arterial and collector streets will be permitted between the hours of 7 and 9 a.m. and 3:30 and 7 p.m.

10.23 If work will impact transit stops or transit routes, Contractor shall be required to contact Santa Clara Valley Transportation Authority or other affected transit companies to address relocation of facilities or rerouting of buses prior to submitting traffic control plan. Traffic control plan should indicate what actions are being taken with regard to transit services.

10.24 Any work within 150 feet of any signalized intersection should be coordinated with the Traffic Signal Technician (Matt Garcia) at (408) 690-3625.

10.25 All signs and other warning devices shall be provided by the Contractor and shall become his property after completion of the Contract. The cost of providing, installing and maintaining signs, lights, caution tape, delineators, flares, barricades and other facilities as directed by the Project Manager for the convenience and direction of public traffic shall be included in the prices paid for the various items of work involved in the

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

project.

10.26 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.

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.

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 City Project Manager.

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

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.

10.27 During non-working hours no driveway, house, parking lane, or parking lot shall be denied access to a public roadway.

10.28 City of Milpitas Truck Routes shall be used for all hauling. Hauling within 500' of any public school is prohibited between 7:00 AM and 9:30 AM and 2:00 PM to 4:00 PM.

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

Contractor is responsible for identifying locations of schools and planning haul routes accordingly. Milpitas truck route map can be viewed at https://www.milpitas.gov/DocumentCenter/View/1998/Truck-Route-Map-PDF

10.29 Contractor shall obtain a Transportation permit from the Public Works Department for any vehicle which exceeds weight or dimensions prescribed in the California Vehicle Code.

10.30 The Contractor's employees are subject to all parking regulations in effect in the City of Milpitas.

10.31 The above requirements are a minimum and do not limit the Contractor's responsibility of doing all that is practical and necessary to ensure the safety of workers, pedestrians, bicyclists, and motorists. The Contractor shall conform to the above traffic control requirements which are generally applicable to most common situations. Based on the nature of a job, additional conditions or exceptions to the above conditions may be necessary.

END OF TECHNICAL PROVISIONS

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

EXHIBIT "A"
CHANGE ORDER FORM

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 93035

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

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

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 #

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

Work Order #	General Location	Bid Item #2 (R&R Sidewalk sq/ft)	Bid Item #4 (R&R Curb & Gutter LF)	Bid Item #6A (Curb Ramp sq/ft)
2402-834	1441 Yosemite Dr	50	20	
2403-349	1430 Yosemite Dr	176		
2403-603	1778 Conway St		9	
2403-663	115 Butler St	136	34	
2403-778	1171 Acadia Ave		16	
2404-372	603 Penitencia st	64	5	
2406-798	2001 Yosemite Dr	48	33	
2408-145	1425 Saturn Ct	112	25	
2408-258	248 Mazey St	240		
2408-472	2226 Yosemite Dr	216		
2408-554	2154 Yosemite Dr	152		
2408-597	299 S Park Victoria Dr	304		
2408-844	438 Roswell Dr	124		
2409-168	1908 Yosemite Dr	172		
2409-427	1417 Yosemite Dr	100		
2409-462	1538 Clear Lake Ave	108		
2409-496	327 S Temple Dr	172		
2409-691	15 Dixon Landing Rd.	120		

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

2409-753	1755 Yellowstone Ave	168	37	
2409-791	1656 Yosemite Dr	252		
2409-1006	423 Mars Ct	32		
2409-1058	2072 Shiloh Ave,	44		
2410-062	132 Fontainbleu Ct	32		
2410-150	250 Roswell Dr	40		
2410-268	691 Corinthia Dr	148		
2410-406	1401 Yellowstone Ave	132	27	
2410-531	2290 Lynwood Ter	48		
2410-653	1518 Ellis Ave	112	24	
2410-868	1957 Big Bend	64		
2410-871	Ayer Lane	25		
2410-913	2077 Shiloh Ave	36		
2410-914	1964 Big Bend Dr	80		
2410-915	1458 E Calaveras Blvd	148	24	
2410-1031	1497 Stemel Way	64		
2411-201	2095 Seacliff Dr	40		
2411-486	1883 N Milpitas Blvd	340		
2412-148	BADGERWOOD LN	16		
2412-501	1115 S Park Victoria Dr	76		
2412-580	1159 Acadia Ave	64	16	
2412-626	1330 Cirolero St	140	38	
2412-662	Creighton Ct	20		

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

2501-178	2169 Yosemite Dr	88		
2501-219	1146 Traughber St		27	
2501-625	843 Nieves St	60	27	
2501-644	Hommes	20		
2501-909	Weller Ln at 260 Shimmer Ct	465	93	
2502-104	2035 Blue Ridge Dr	48		
2502-688	435 Tramway Dr	200		
2502-708	2296 Farmcrest	16		
2502-751	Hay Ct	18		
2502-761	301 Garcia Ct	52		
2502-762	992 Oregon Ct on Arizona	124		
2502-764	57 N Milpitas Blvd	12		
2502-782	990 Jacklin Rd	20		
2502-802	431 Dixon Rd	32		
2502-803	81 Dixon Rd	30		
2502-806	1649 Roger St at Park Entrance	20		
2502-808	369 Gosser St on Conway	32		
2503-129	1603 Cortez St	16		
2503-130	2118 Fieldcrest Dr	32		
2503-198	1056 Crescent Terrace	240		
2503-236	42 Casper St	52		
2503-239	140 N Abbott Ave	152		
2503-243	15 S Abbott Ave	124		
2503-248	43 S Abbott	120		
2503-256	906 Berryessa St	16		
2503-259	475 Tramway	40		
2503-261	408 Singley Dr	16		
2503-262	408 Singley Dr	16		
2503-263	408 Singley Dr	128		
2503-278	275 Tramway Dr	96		
2503-286	498 Tramway Dr	180		
2503-288	N Milpitas Blvd at 349 Erie Dr	140		
2503-290	N Milpitas Blvd at 762 Erie Cir	147		
2503-295	N Milpitas Blvd at Hidden lakes Exit Driveway	210		

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

2503-296	N Milpitas Blvd at 590 Folsom Cir	136		
2503-297	N Milpitas Blvd at 161 Folsom Pl	160		
2503-301	N Milpitas Blvd at 160 Folsom Pl	24		
2503-307	N Milpitas Blvd at 803 Fulton Ct	153		
2503-316	N Milpitas Blvd at 951 Coventry Cir	258		
2503-318	1187 N Abbott Ave		18	
2503-329	1026 N Abbott Ave	20	5	
2503-337	2292 Lynwood Ter	248		
2503-341	623 N Abbott Ave	16		
2503-342	706 N Abbott Ave	120		
2503-344	407 N Abbott Ave	228	45	
2503-345	294 Marylinn Dr	48		
2503-346	596 N Abel St	12		
2503-349	273 W Calaveras Blvd	340		
2503-350	279 W Calaveras Blvd	32		
2503-384	10 S Abbott Ave	32		
2503-385	318 N Abbott Ave	16		
2503-386	101 Serra Way	15		
2503-387	140 N Abbott Ave	16		
2503-388	405 Marylinn Dr	84	21	
2503-401	22 S Abbott Ave	16		
2503-402	97 S Abbott Ave Driveway	160		
2503-403	97 S Abbott Ave	80		
2503-614	1755 Yellowstone Ave	168	42	
2503-658	Evans Rd S of Temple	308		
2503-694	238 S Park Victoria Dr	72		
2504-166	203 S Temple Dr	76		
2504-184	1245 Creighton Ct	20		

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

2504-312	1397 Mount Shasta Ave	20		
2504-338	417 MATTHEWS CT	48		
2504-527	574 Carlsbad St	80		
2504-550	370 Gross St	208		
2504-650	1795 Landess Ave	60		
2504-651	1811-1857 Clear Lake Ave	52		
2504-996	1893 Burley at La Crosse Dr	100		
2505-1037	317 Bixby Dr	48		
2506-382	2287 Cascade St	156		
2506-385	2121Churchill Dr	48		
2507-118	478 Corinthia Dr	40		
2507-340	1851 Dalton Dr	100	25	
2507-386	2395 Mattos Dr	28		
2507-407	Mile 9.8 State Rte 237 E	298		
2507-600	1440 Saturn Ct	48		
2507-605	EB Jacklin E of Park Vic	112		
2507-607	SB Evans S of Calle Oriente	420		
2507-610	1508 Michael Ct	28		
2507-611	SB Evans N of Kennedy	136		
2507-612	SB Evans N of Poppy Ln	444		
2507-746	1277 Elkwood Dr	70		
2507-747	1835 McCandless Dr	45		
2507-906	265 Krissmer St	24		
2507-907	500 Cestaric Dr	712		
2508-054	SB Evans at poppy	168	58	
2508-055	SB Evans N of Calaveras	1328		
2508-056	95 Piedmont SB Piedmont	184		
2508-057	SB Sequioa N of Shenandoah	104		
2508-059	SB Sequoia N of Everglades	84		
2508-060	SB Sequoia S of Everglades	56		
2508-061	SB Sequoia s of Mt Rainer	572		

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

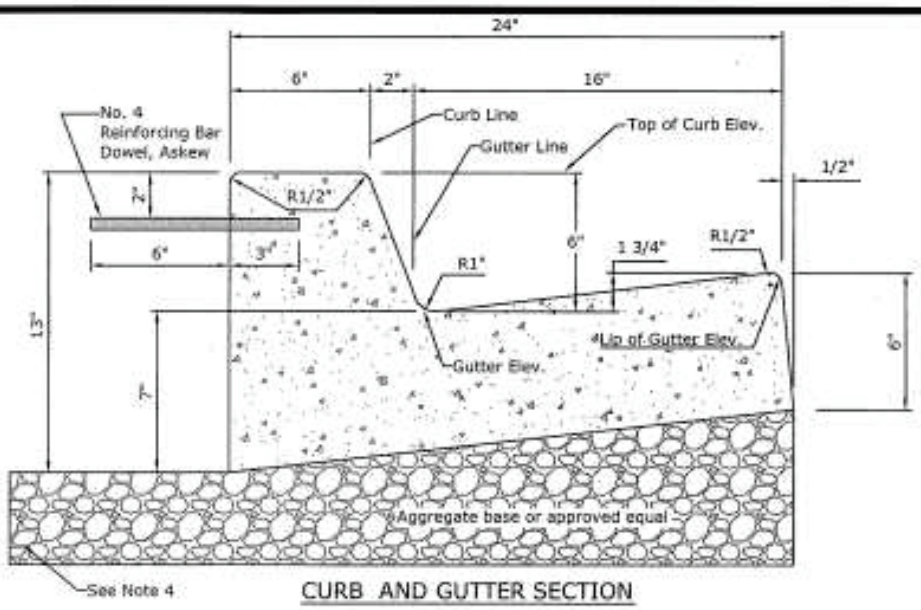
2508-062	1743 Yellowstone	196	85	
2508-063	1719 Yellowstone	280	70	
2508-064	1601 Yellowstone	144	60	
2508-065	Yellowstone at Tennis Courts		81	
2508-066	1523 Yellowstone Ave		147	
2508-067	Yellowstone across from 1491		33	
2508-068	1491 Yellowstone		65	
2508-069	1503 Yellowstone	312		
2508-070	1481 Yellowstone	144		
2508-071	1451 Yellowstone	132	60	
2508-072	1401 Yellowstone		133	
2508-073	1421 Yellowstone	276		
2508-074	Across 1411 Yellowstone		37	
2508-075	NB S Park Victoria across from Dempsey	736		
2508-131	256 Manferd St	128	32	
2508-317	Sussex Pl	32		
2508-411	87 Jacklin Ct	48		
2508-511	410 Taylor Dr	80		
2508-761	221 Midwick Dr	48		
2508-939	Big Bend at Shenandoah Ben Rogers Park Entrance	268	67	1
2508-942	Everglades and Crater Lake Murphy Park Entrance			1
2508-943	Grand Teton Ben Rogers Park Entrance			1
2508-954	Shenandoah and Sequoia			4
2508-955	Craterlake and Sequoia			4
2508-956	Everglades and Sequoia			3
2508-957	Grand Teton and Sequoia			4
2508-1019	1480-1490 Yosemite Dr	1000		
2509-140	Glasgow Ct	36		
2509-143	2185-2197 Petersburg Dr	32		
2509-247	447 Cestaric Dr	196		

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199

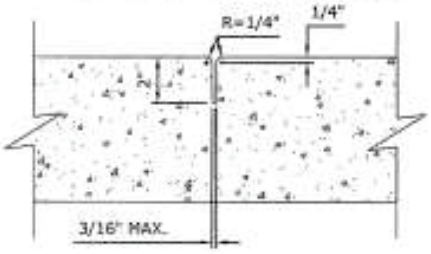
2509-500	219 Berrendo Dr	8		
2509-576	875 Hamilton Ave	132		
2509-582	2297 Pinard St	44		
2509-673	582 Shetland	16		
2509-819	1106 Hillview Dr	16		
2509-821	69 Jason Dr	32		
2509-976	639 Los Pinos	20		
2510-122	Lacey	16		
2510-509	96 Carnegie Dr	360	90	
2510-743	770 E Calaveras Blvd	288		
2510-827	2143 Wellington Dr	32		
2510-829	89 Carnegie	64	17	
2510-830	99 Carnegie	32	8	
2510-905	NB N Milpitas Blvd across from 1265 N Milpitas Blvd (1)	252		
2510-906	NB N Milpitas Blvd across from 1265 N Milpitas Blvd (2)	32		
2510-907	NB N Milpitas Blvd across from 1265 N Milpitas Blvd (3)	940		
2510-911	NB N Milpitas Blvd across from 1265 N Milpitas Blvd (4)	230		
2510-912	NB N Milpitas Blvd across from 1265 N Milpitas Blvd (5)	310		
2510-913	NB N Milpitas Blvd across from 1265 N Milpitas Blvd (6)	80		
2510-914	NB N Milpitas Blvd across from 1265 N Milpitas Blvd (7)	320		
2510-915	NB N Milpitas Blvd across from 1265 N Milpitas Blvd (8)	240		
2510-916	NB N Milpitas Blvd N of Minnis Cr (1)	240		
2510-917	NB N Milpitas Blvd N of Minnis Cr (2)	24		
2510-918	NB N Milpitas Blvd N of Minnis Cr (3)	220		
2510-919	NB N Milpitas Blvd N of Minnis Cr (4)	238		
2510-920	NB N Milpitas Blvd N of Minnis Cr (5)	240		
2510-922	1505 N Milpitas Blvd (1)		35	
2510-923	1506 N Milpitas Blvd (2)	3400		
2510-924	1491 N Milpitas Blvd		36	
2510-925	1275 N Milpitas Blvd	240		
2510-926	1265 N Milpitas Blvd	16		
	Total	**28,246**	**1,725**	**18**

EXHIBIT "C"
STANDARD DRAWINGS

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199



CURB AND GUTTER SECTION



WEAKENED PLANE JOINT

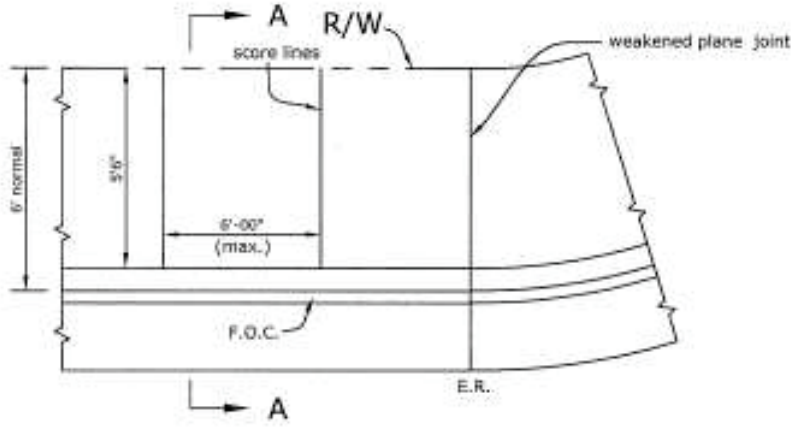
NOTES:

1. 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.
2. Dowels shall be used only when the curb is constructed before the contiguous sidewalk (Std. Drawing No's. 425, 426, and 427) and when jointing new curb and gutter to existing concrete curb. Bar spacing shall be 1' each side of the weakened plane joint and on 5' 6" max. centers.
3. Weakened Plane Joints shall be constructed at ends of curb returns, curb inlets, other structures and at 12' intervals except in driveway sections. Joints shall match adjacent improvements.
4. Aggregate base thickness shall be 6" or shall be determined by the extension of the subbase line under the curb, whichever is greater.
5. For curb & gutter replacement; A 1'x1' wdge-cut

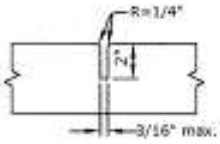
NOT TO SCALE

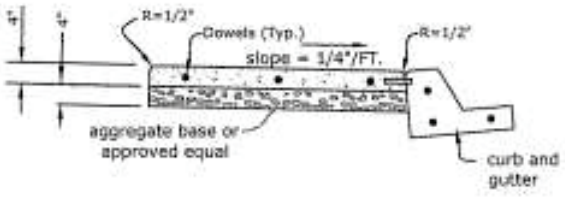
CITY OF MILPITAS, ENGINEERING DIVISION			
REVISION	DATE	CURB AND GUTTER	STANDARD DRAWING NO. 410
1	1991		
2	2001		DATE : 6/15/10
3	2010	APPROVED BY: PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	SHEET 1 OF 1

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199



PLAN





WEAKENED PLANE JOINT

SECTION A-A

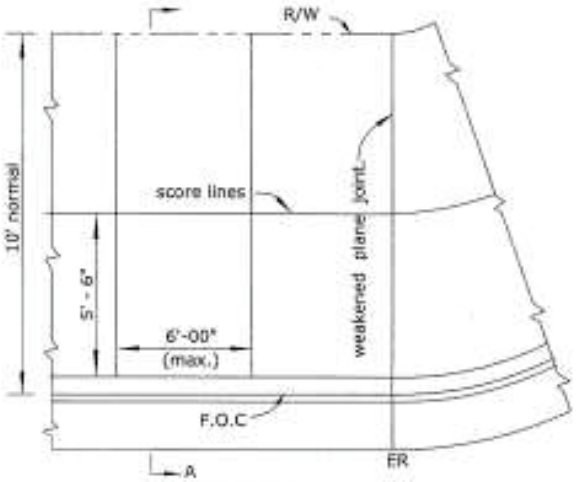
Notes:

1. Weakened plane joints shall be constructed at ends of curb returns, curb inlets, other structures and at 12' intervals except in driveway sections. Joints shall match adjacent improvements.
2. 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.
3. Score lines shall be 1/4" deep.
4. Use 3-#4 X 9" dowels at the expansion joints or when jointing new sidewalk to existing.
5. Dowels connecting new sidewalk to an existing concrete curb shall be 6" from ends and 5'-6" max. from center of 12' curb and gutter sections.
6. Meandering sidewalk shall be within PSUE as shown on plans.
7. Industrial sidewalk shall be constructed on both sides of the street.

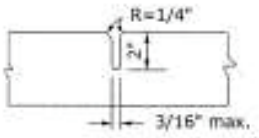
NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			STANDARD DRAWING
REVISION	DATE	INDUSTRIAL SIDEWALK	NO. 425
1	1975		DATE : 6/15/10
2	2001		
3	2010	APPROVED BY: PUBLIC WORKS DIRECTOR / CITY ENGINEER REE No. 40283	SHEET 1 OF 1

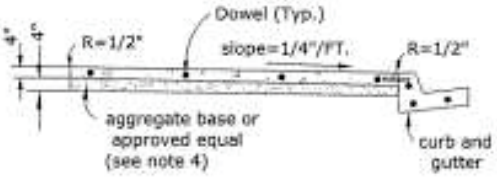
Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199



PLAN



WEAKENED PLANE JOINT



SECTION A

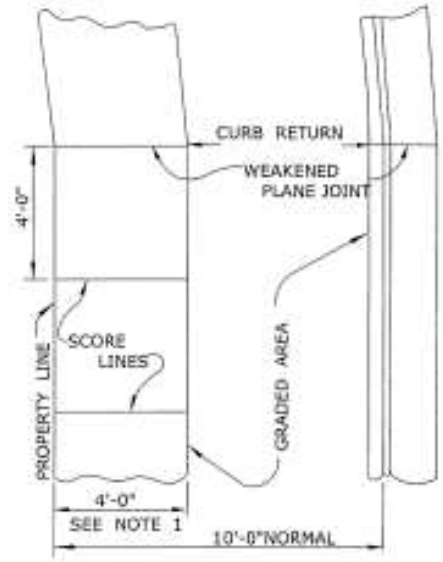
NOTES:

1. Weakened plane joints shall be constructed at ends of curbs returns, curb inlets, other structures and at 12' intervals except in driveway sections. Joints shall match adjacent improvements.
2. 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.
3. Score lines shall be 1/4" deep.
4. Use 4-#4 X 9" dowels at the expansion joints or when jointing new sidewalk to existing.
5. Dowels connecting new sidewalk to an existing concrete curb shall be 6" from ends and 5'-6" max. from center of 12' curb and gutter sections.
6. Commercial sidewalk shall be constructed on both sides of the street.

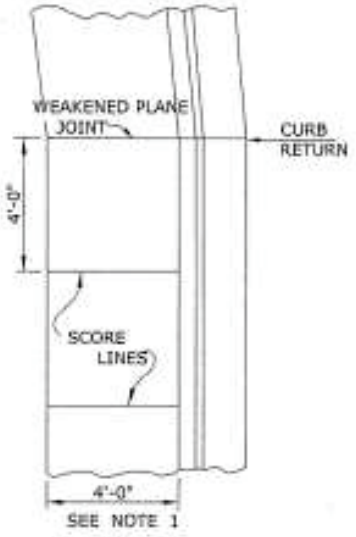
NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			
REVISION	DATE	COMMERCIAL SIDEWALK	STANDARD DRAWING NO. 426
1	1975		
2	2001		DATE : 6/15/10
3	2010	APPROVED BY: PUBLIC WORKS DIRECTOR / CITY ENGINEER, RCE No. 40283	SHEET 1 OF 1

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199



PLAN



PLAN

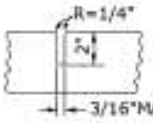
TYPICAL SECTION
CURB & WALK SEPARATED

TYPICAL SECTION
CURB & WALK CONTIGUOUS

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.

TYPICAL SECTION
CURB & WALK CONTIGUOUS

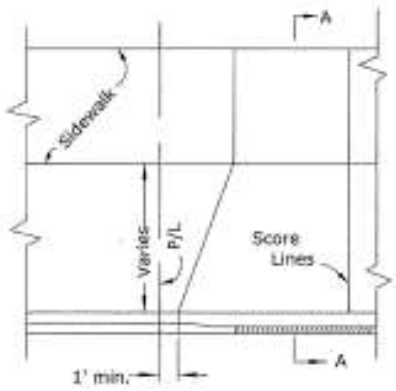


WEAKENED PLANE JOINT

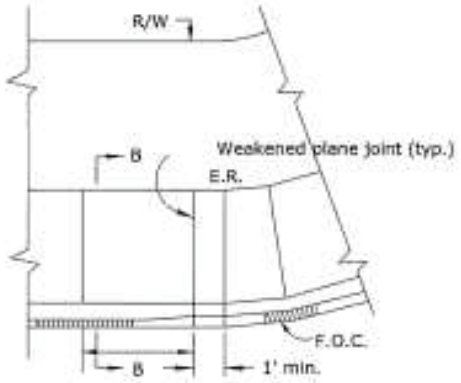
NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			
REVISION	DATE	RESIDENTIAL SIDEWALK	STANDARD DRAWING NO. 427
1	1975		
2	2001		DATE : 6/15/10
3	2010	APPROVED BY: PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	SHEET 1 OF 1

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199



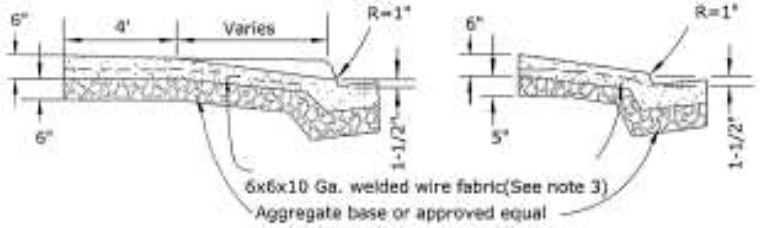
CURB & WALK SEPARATED



CURB & WALK CONTIGUOUS

PLAN

ELEVATION



SECTION A-A SECTION B-B

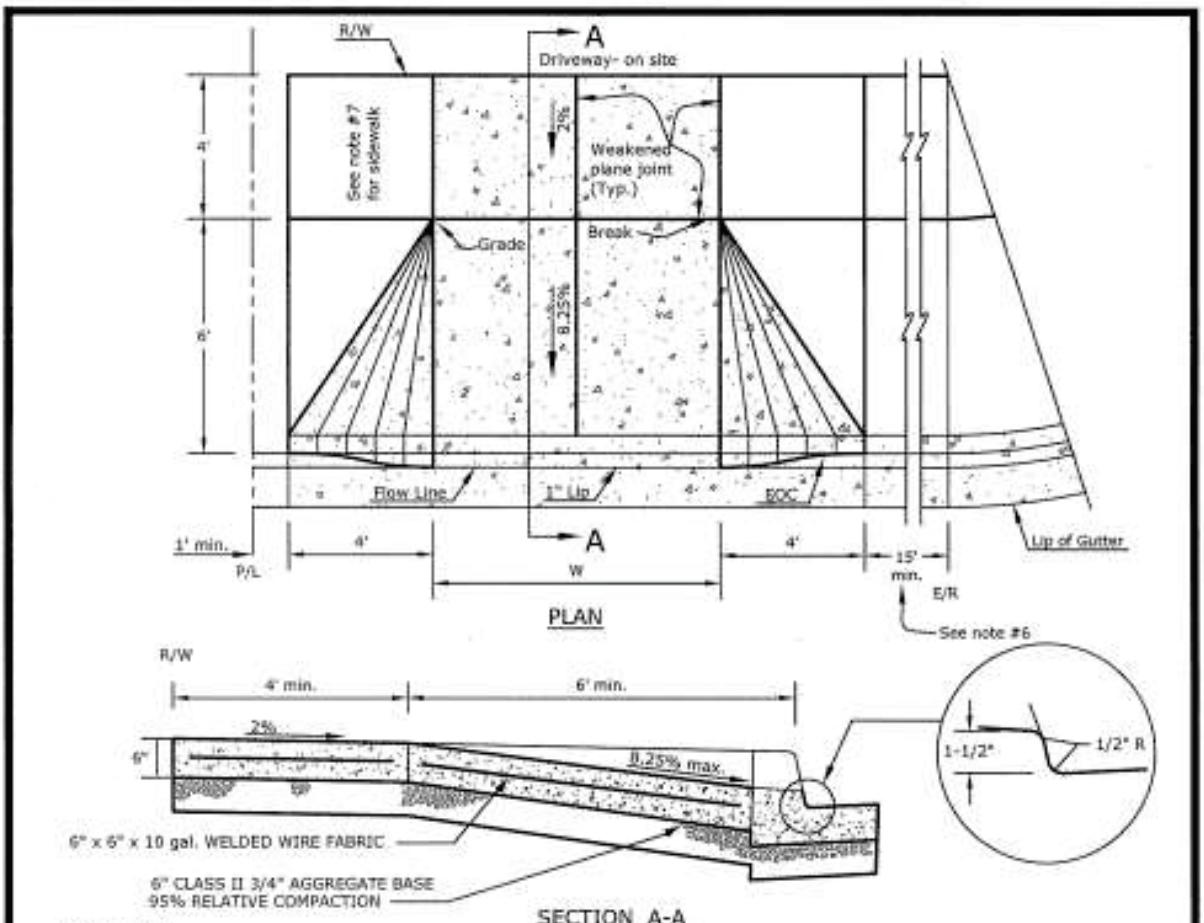
NOTES:

1. Score lines shall be 1/4 inch deep and 48 inches apart in sidewalk areas.
2. 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 min.
3. Welded wire fabric shall be used when driveway serves more than one residential units.
4. Driveway locations shall be approved by the City Engineer.
5. The minimum spacing between driveways serving the same parcel shall be 18 feet.
6. Limits of driveway width shall be as shown unless otherwise approved by the City Engineer.
7. Access to developed site shall be maintained.

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			
REVISION	DATE	RESIDENTIAL DRIVEWAY	STANDARD DRAWING NO. 430
1	1975		
2	2001		DATE : 6/15/10
3	2010	APPROVED BY: PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	SHEET 1 OF 1

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199



NOTES:

1. Score lines shall be ¼ inch deep.
2. 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 min.
3. Driveway locations shall be approved by the City Engineer.
4. The minimum spacing between driveways serving the same parcel shall be 22 feet (edge to edge).
5. Access to developed site shall be maintained.
6. Subject to Standard Drawing No. 405 as it relates to sight distance.
7. For industrial driveway see sidewalk transition Standard Drawing No.436, option 5 or 6.
8. For commercial driveway see sidewalk transition Standard Drawing No.436, option 4.
9. Approaches under 33' in width shall be scored 1" deep at center of approach and for approaches 33' or more in width shall be scored 1" deep at 1/3 lines.
10. The sidewalk within the radius return shall be scored at the break line.

DRIVEWAY TYPE	W (ft)
Commercial two-way	36
Commercial one-way	20
Industrial two-way	32
Industrial one-way	20

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION

REVISION	DATE
1	1981
2	2001
3	2010

COMMERCIAL/INDUSTRIAL DRIVEWAY WITH FLARES

3 APPROVED BY:

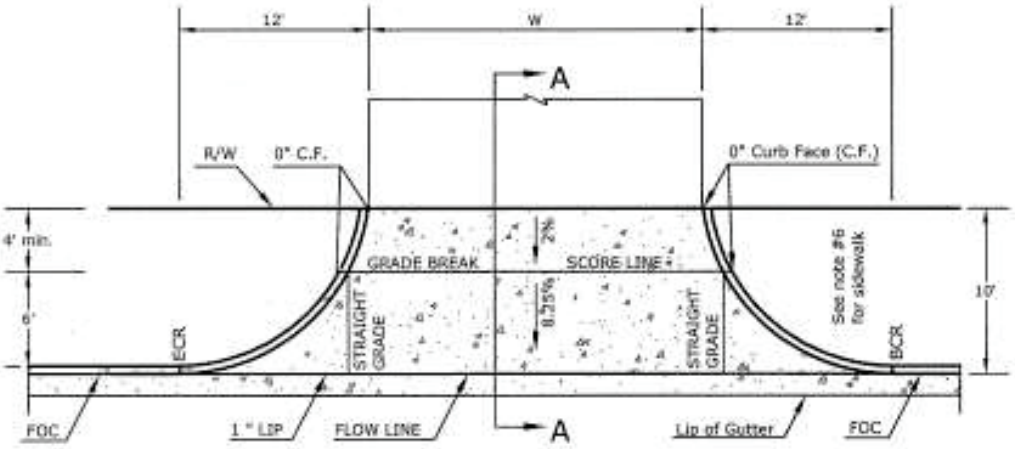
PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283

STANDARD DRAWING NO. 432

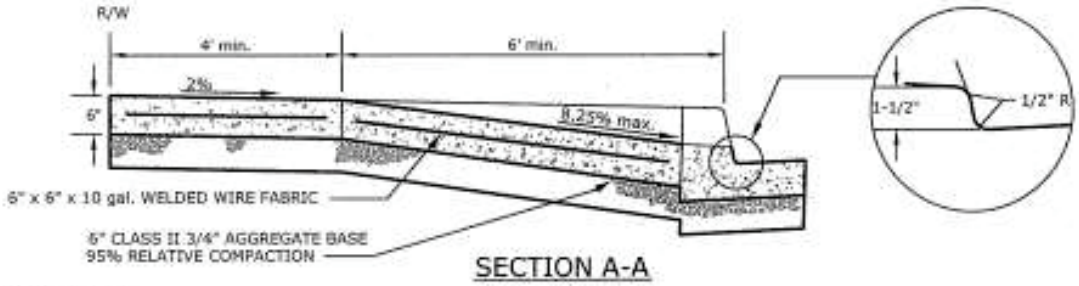
DATE : 6/15/10

SHEET 1 OF 1

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199



PLAN



SECTION A-A

NOTES:

1. Score lines shall be ¼ inch deep.
2. 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 min.
3. Driveway locations shall be approved by the City Engineer.
4. The minimum spacing between driveways serving the same parcel shall be 22 feet (edge to edge).
5. Access to developed site shall be maintained.
6. For industrial driveway see sidewalk transition Standard Drawing No.436, option 2 or 3.
7. For commercial driveway see sidewalk transition Standard Drawing No.436, option 1.
8. Approaches under 33' in width shall be scored 1" deep at center of approach and for approaches 33' or more in width shall be scored 1" deep at 1/3 lines.
9. The sidewalk within the radius return shall be scored at the break line.
10. Stop signs may be required with this type of driveway approach.

DRIVEWAY TYPE	W (ft)
Commercial two-way	36
Commercial one-way	20
Industrial two-way	32
Industrial one-way	20

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION

REVISION	DATE
1	2000
2	2001
3	2010

COMMERCIAL/INDUSTRIAL DRIVEWAY WITH CURB RETURN

APPROVED BY:

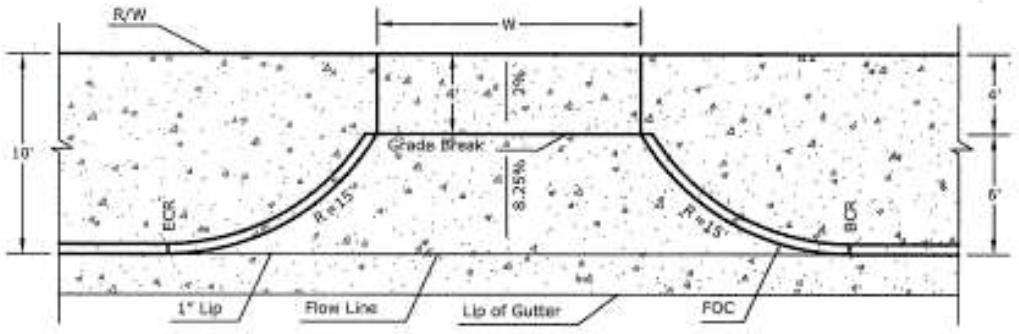
PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283

STANDARD DRAWING NO. 434

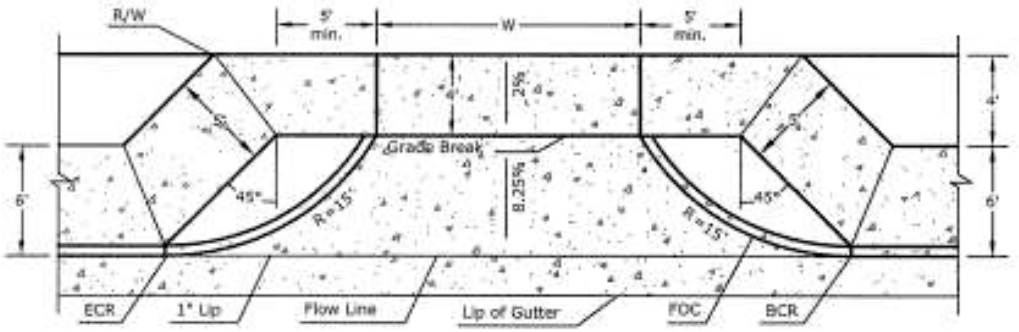
DATE : 6/15/10

SHEET 1 OF 1

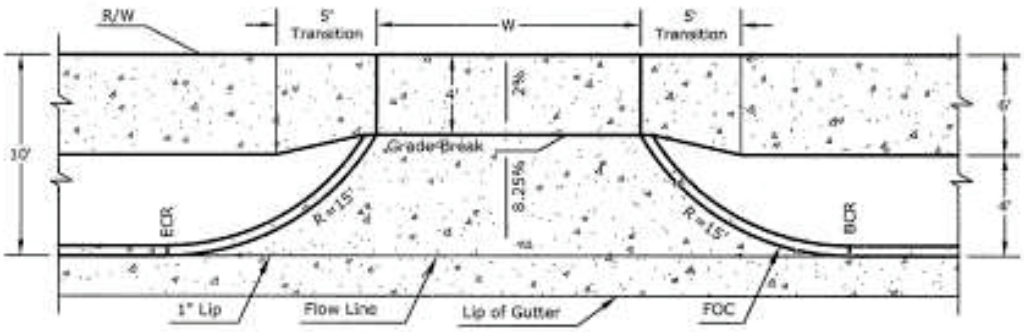
Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199



OPTION 1: 10' Sidewalk adjacent to curb



OPTION 2: 6' Sidewalk adjacent to curb

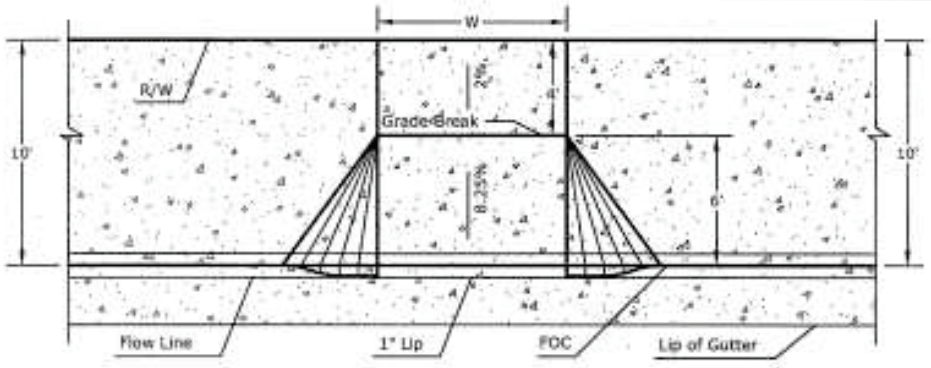


OPTION 3: 6' Sidewalk separated from curb

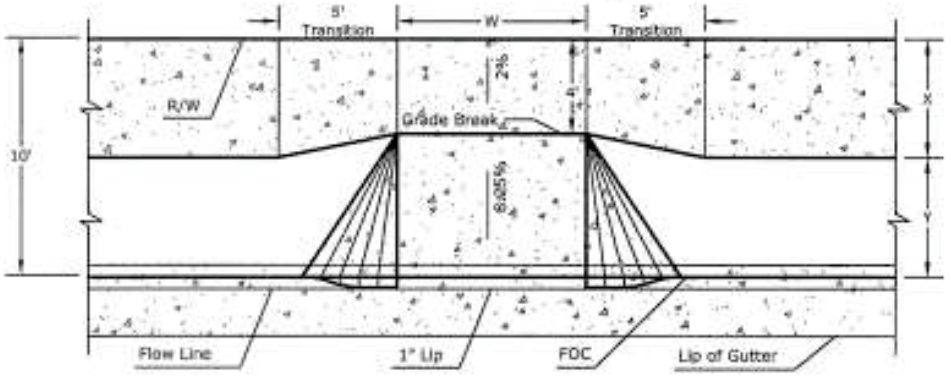
NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			
REVISION	DATE	SIDEWALK TRANSITIONS OVER DRIVEWAYS	STANDARD DRAWING NO. 436
1	1991		
2	2001		DATE : 6/15/10
3	2010	APPROVED BY: PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	SHEET 1 OF 2

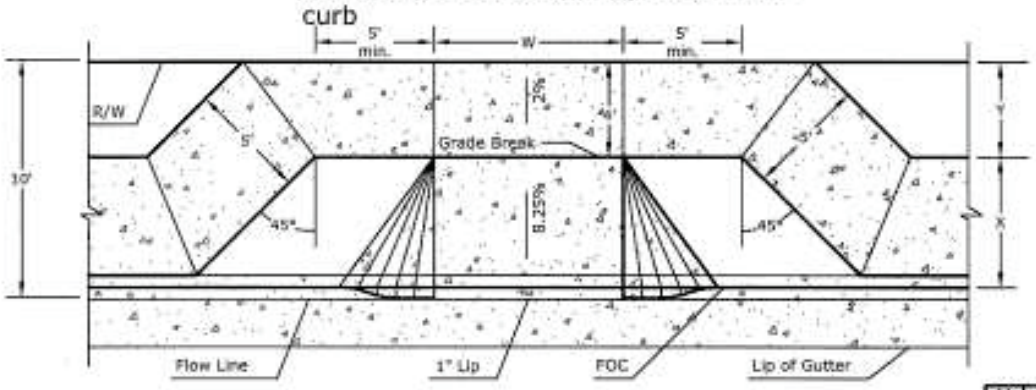
Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199



OPTION 4: 10' Sidewalk adjacent to curb



OPTION 5: 5' Sidewalk separated from curb



OPTION 6: Sidewalk adjacent to curb

	X	Y
Residential	5'	5'
Industrial	6'	4

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION

REVISION	DATE
1	1991
2	2001
3	2010

SIDEWALK TRANSITIONS OVER DRIVEWAYS

APPROVED BY:

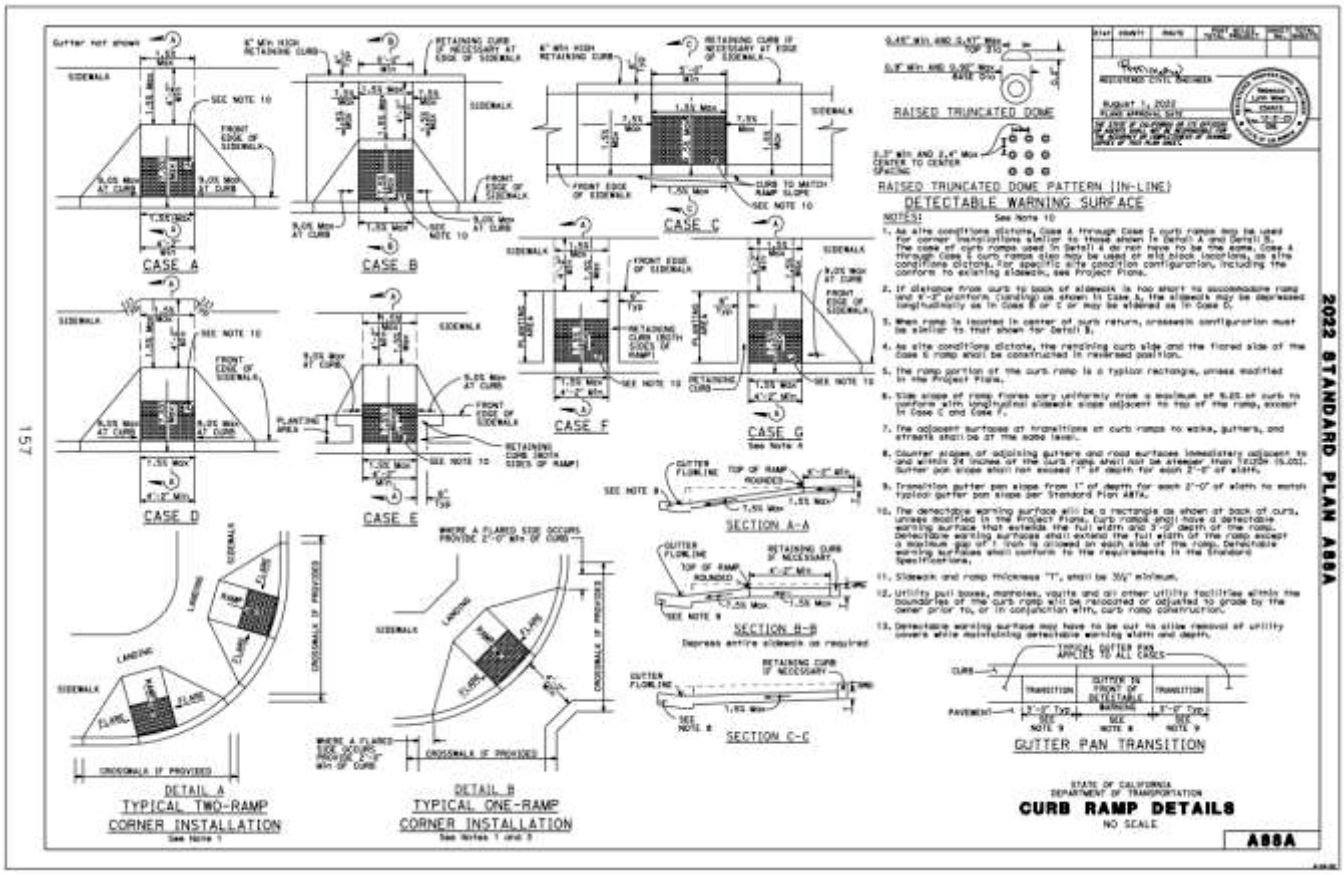
PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283

STANDARD DRAWING NO. 436

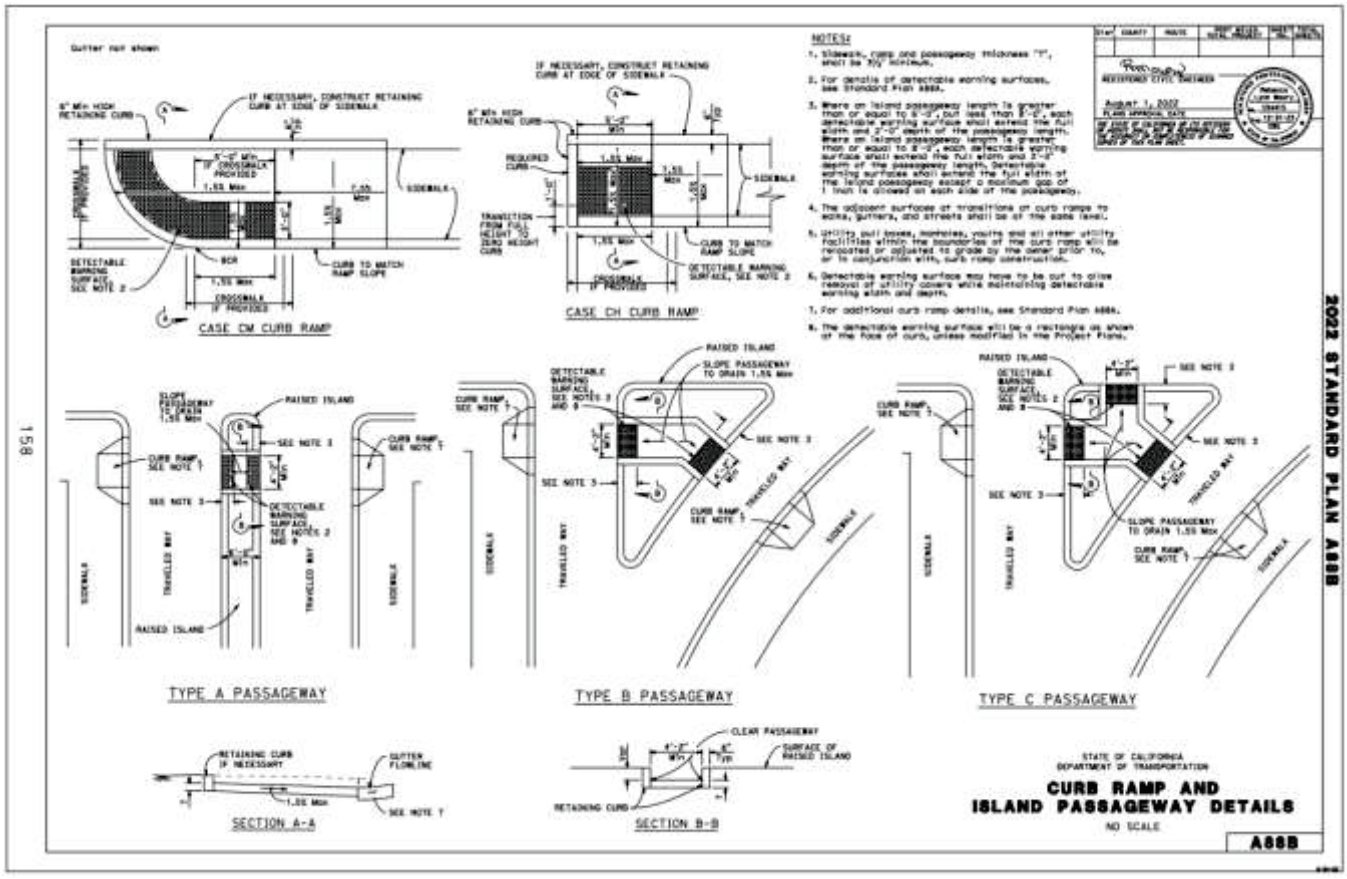
DATE : 6/15/10

SHEET 2 OF 2

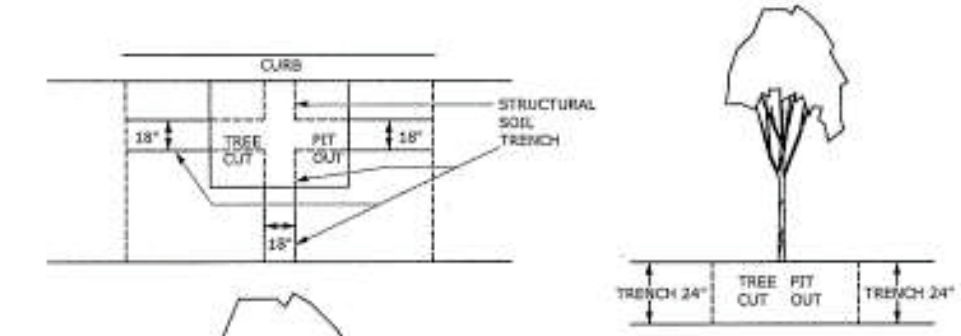
Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199



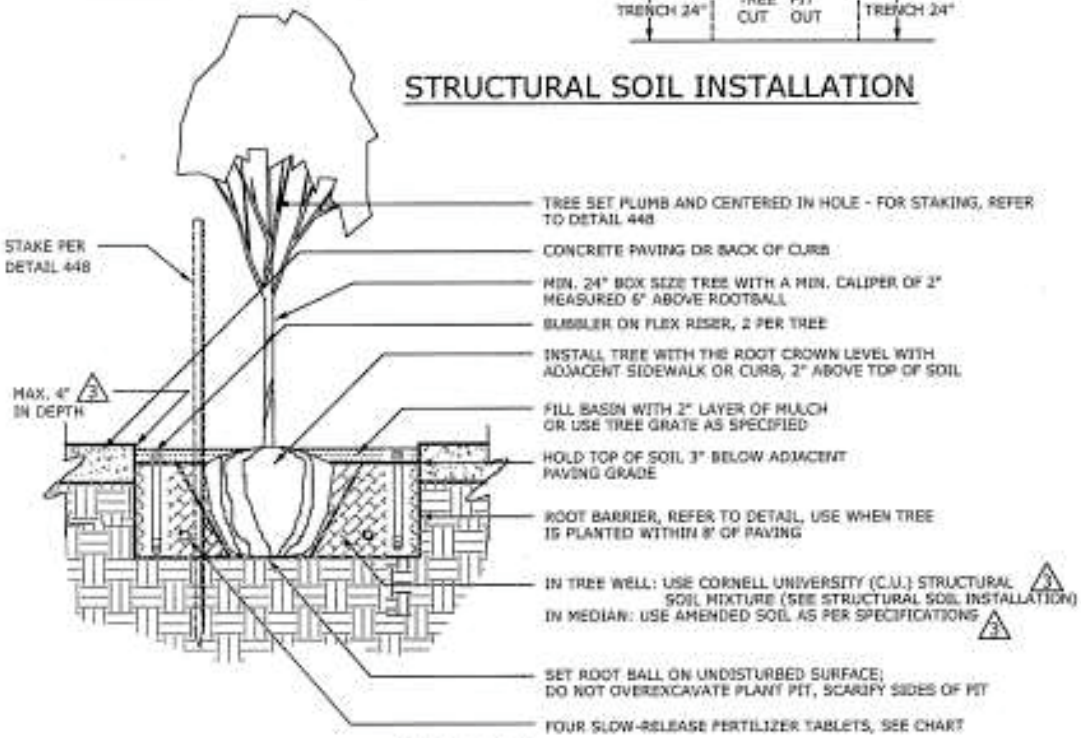
Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199



Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199



STRUCTURAL SOIL INSTALLATION



SECTION

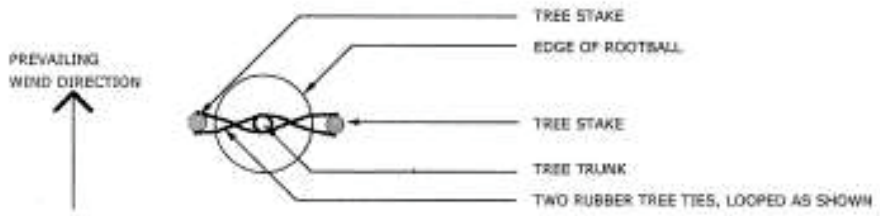
Notes:

1. TREES SHALL NOT BE ROOT-BOUND. CAREFULLY SCARIFY ROOTBALL BEFORE PLANTING, IF DIRECTED.
2. REMOVE ANY SPROUTS/SHOOTS WITHIN 6" OF SOIL.
3. CONFIRM POSITIVE DRAINAGE OF PLANT PIT PRIOR TO PLANTING TREE. INSTALL DRAIN AS PER TREEWELL DETAIL 448. DRAINAGE RATE OF ALL MATERIALS, INCLUDING MULCH, SHOULD BE NO LESS THAN 1/4" PER HOUR AND NOT EXCEED 2" PER HOUR.
4. WHEN TREE GRATES ARE USED, LOWER ALL FEATURES SHOWN WITHIN THE TREE PIT BY 3".

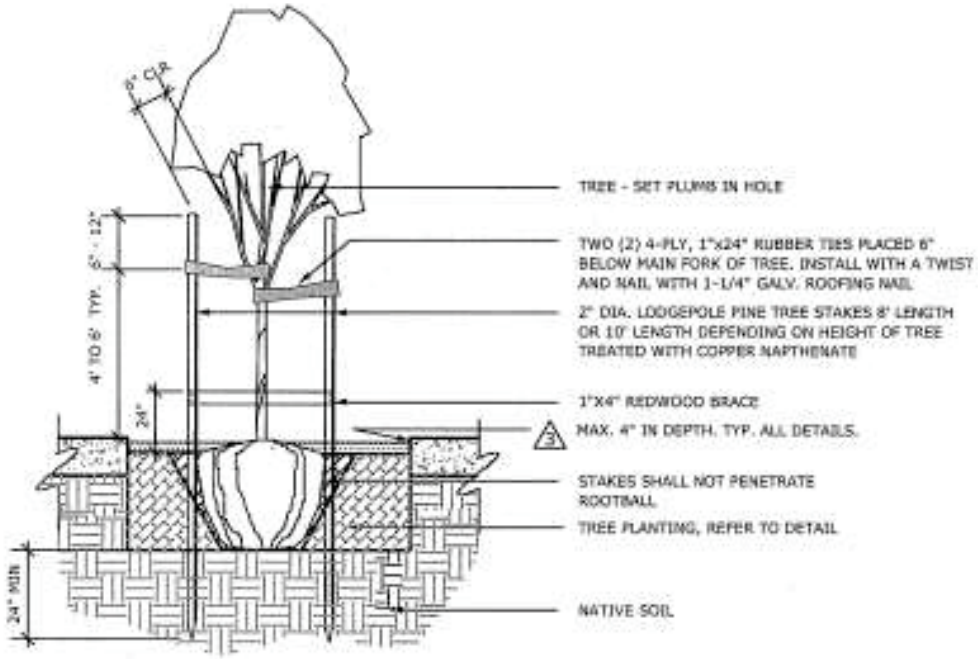
NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			
REVISION	DATE	STREET TREE PLANTING AT TREE WELLS & MEDIANS	STANDARD DRAWING NO. 448
1	1991		
2	2001		DATE : 6/15/10
3	2010	APPROVED BY: PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	SHEET 1 OF 5

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199



SECTION



SECTION

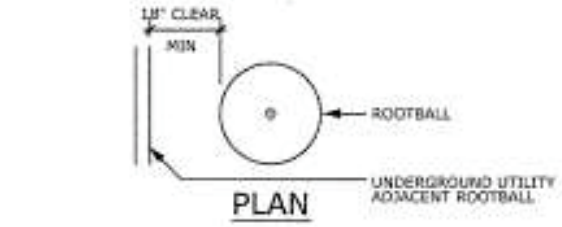
Notes:

1. PROVIDE TWO STAKES AND TIES AS SHOWN.

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			
REVISION	DATE	TREE STAKING	STANDARD DRAWING NO. 448
1	1991		
2	2001		DATE : 6/15/10
3	2010	APPROVED BY: PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	SHEET 2 OF 5

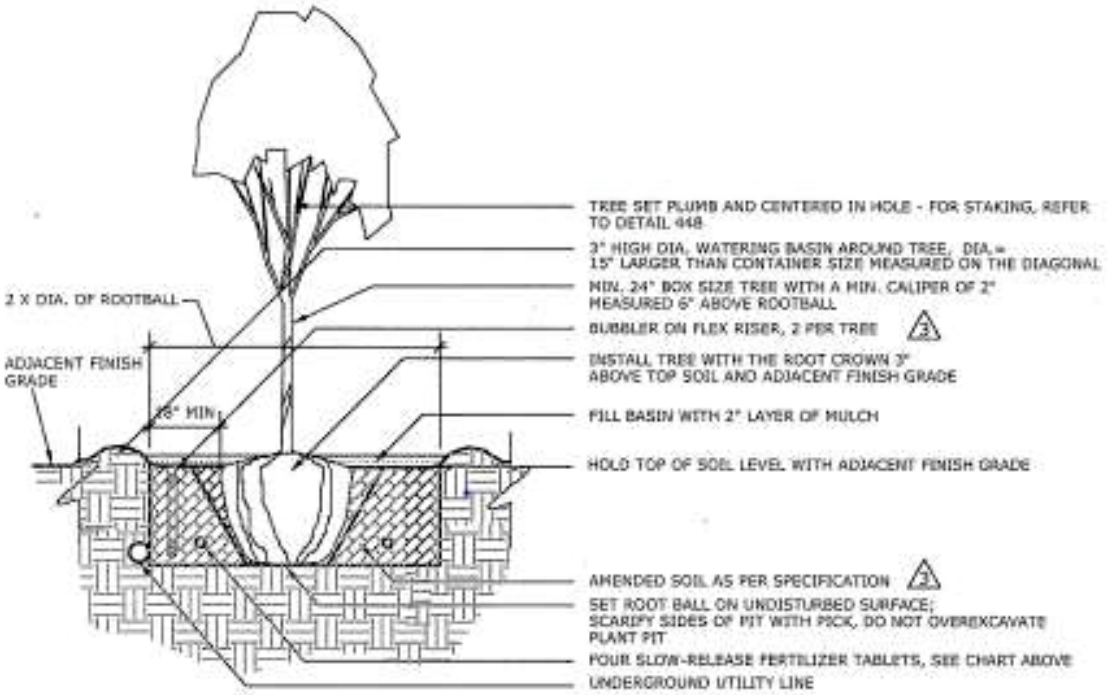
Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199



PLAN

FERTILIZER TABLET CHART:

TREE SIZE OR CALIPER	NUMBER OF FERTILIZER TABLETS (SPACED EVENLY AROUND TREE)
5 GALLON	2
15 GALLON	2
24" BOX, 2" CALIPER	4
30" BOX, 2 1/2" CALIPER	4
36" BOX, 3" CALIPER	6
48" BOX, 4" CALIPER	6
60" BOX, 5" CALIPER	8



SECTION

Notes:

1. TREES SHALL NOT BE ROOT-BOUND. CAREFULLY SCARIFY ROOTBALL BEFORE PLANTING, IF DIRECTED.
2. REMOVE ANY SPROUTS/SHOOTS WITHIN 6" OF SOIL.
3. CONFIRM POSITIVE DRAINAGE OF PLANT PIT PRIOR TO PLANTING TREE. INSTALL DRAIN AS PER TREEWELL DETAIL 448. DRAINAGE RATE OF ALL MATERIALS, INCLUDING MULCH, SHOULD BE NO LESS THAN 1/4" PER HOUR AND NOT EXCEED 2" PER HOUR.

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION

REVISION	DATE
1	1991
2	2001
3	2010

TREE PLANTING IN PLANTER AREA

3 APPROVED BY:

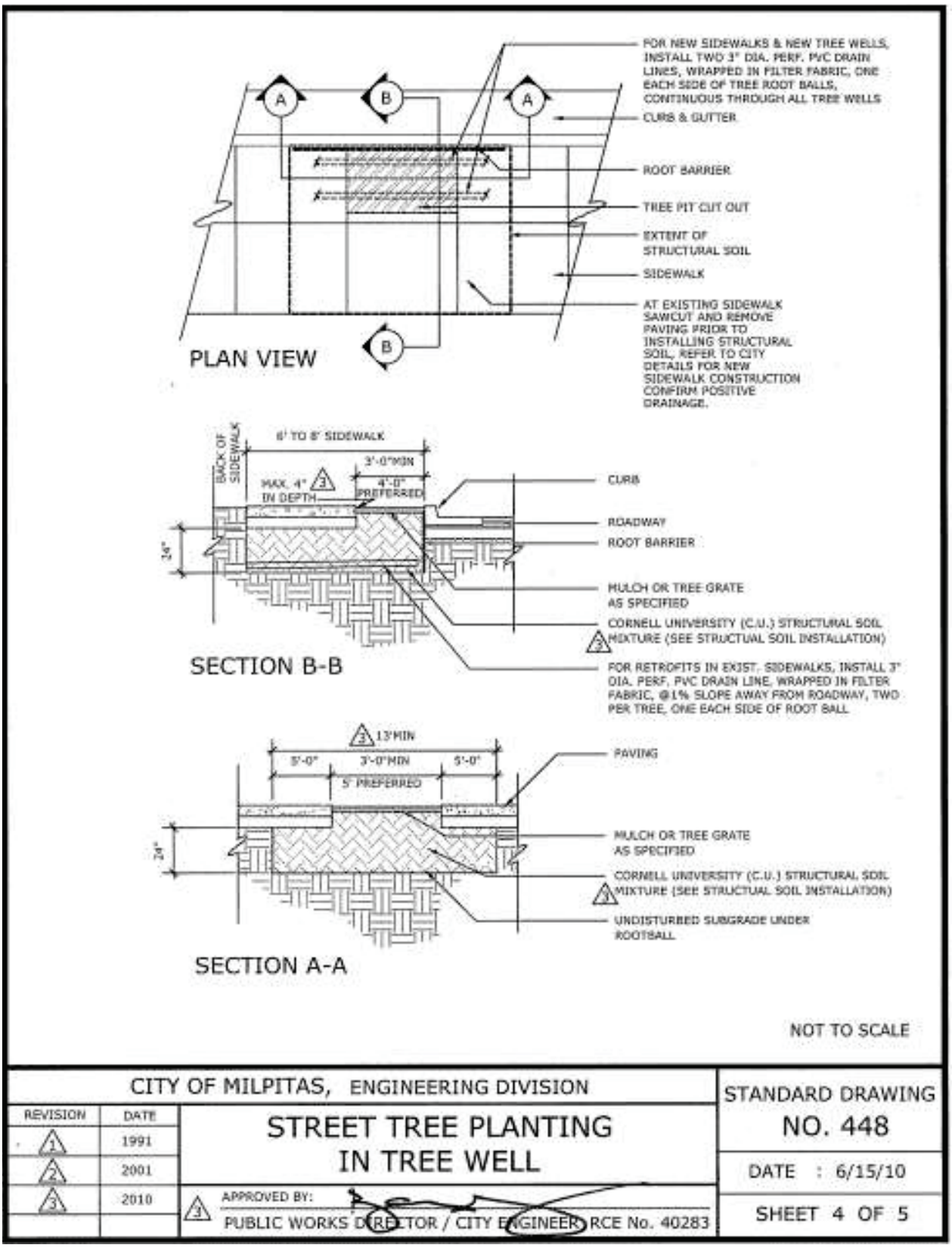
PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283

STANDARD DRAWING NO. 448

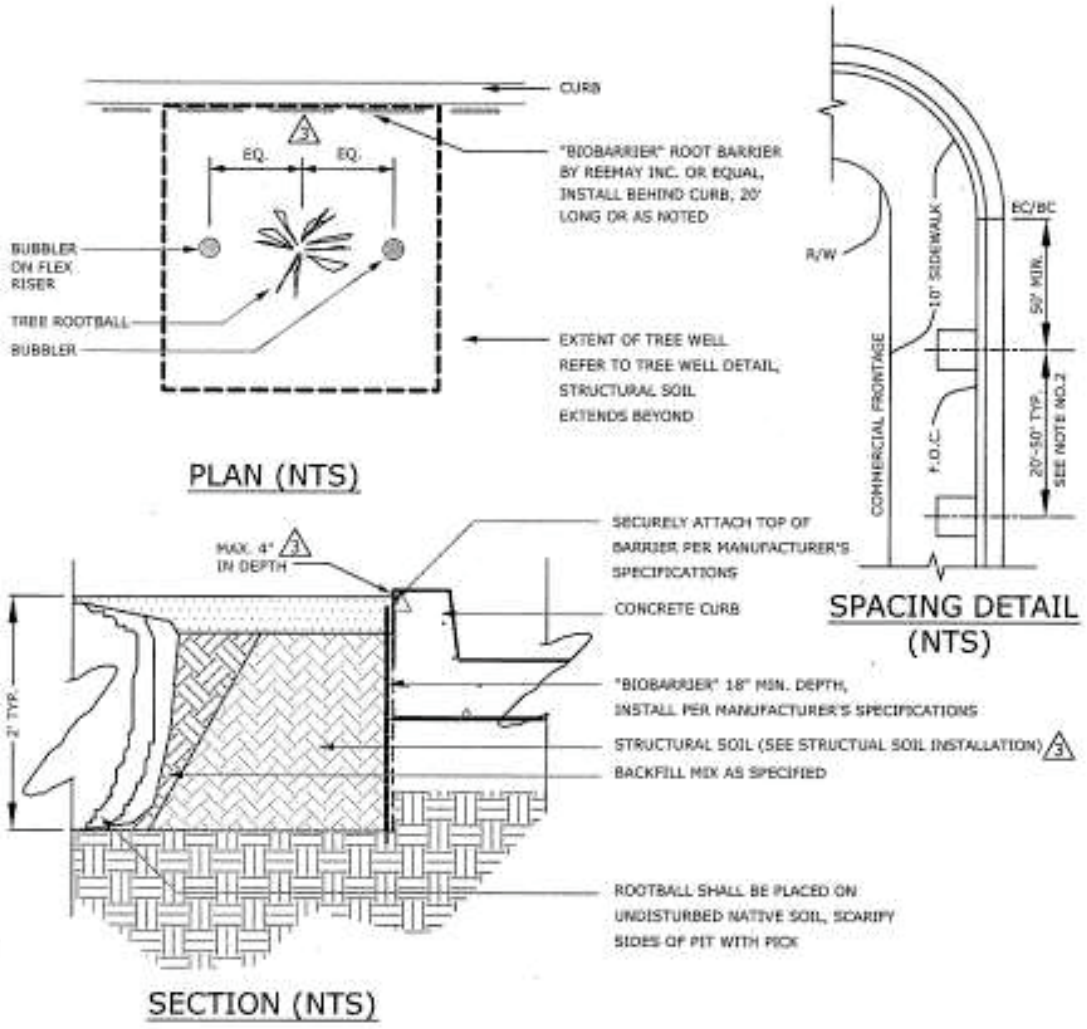
DATE : 6/15/10

SHEET 3 OF 5

Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199



Docusign Envelope ID: DAAC2669-6F3D-4159-B08D-A0FE78345199



Notes:

1. ROOT BARRIER IS REQUIRED WHEN THE CENTERLINE OF THE TREE IS WITHIN EIGHT FEET OF STREET CURB OR PAVING.
2. ONE STREET TREE SHALL BE PROVIDED PER RESIDENTIAL LOT PER STREET, OR AS SHOWN ON PLANS APPROVED BY THE CITY ENGINEER. SPACING WILL VARY DEPENDING ON TREE SPECIES, IN GENERAL, THE SPACING SHALL BE EQUAL TO THE MATURE CANOPY DIAMETER.

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION

REVISION	DATE
1	1991
2	2001
3	2010

STREET TREE PLANTING

APPROVED BY:

PUBLIC WORKS DIRECTOR / CITY ENGINEER, RCE No. 40283

STANDARD DRAWING NO. 448

DATE : 6/15/10

SHEET 5 OF 5

Item	n Description	Unit	otal Quantity	Unit Price	Total	Bosco Construction Services, Inc. Unit Price	Bosco Construction Services, Inc. Total	JMS Cement Contractors Inc. Unit Price	JMS Cement Contractors Inc. Total	Villalobos & Associates, Inc. Unit Price	Villalobos & Associates, Inc. Total	CLS / Cervantes Landscape & Concrete Unit Price	CLS / Cervantes Landscape & Concrete Total	J.J.R Construction, Inc. Unit Price	J.J.R Construction, Inc. Total	nit Price	Spencon Construction, Inc. Total	FBD Vanguard Construction, Inc. Unit Price	FBD Vanguard Construction, Inc. Total	Dryco Unit Price	Dryco Total	Kerex Engineering Unit Price	Kerex Engineering Total
1	Administration of Diversion of Waste Recyclab	LS	1	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 23,000.00	$ 23,000.00	$ 8,000.00	$ 8,000.00	$ 5,000.00	$ 5,000.00	$ 1.00	$ 1.00	$ 5,000.00	$ 5,000.00	$ 500.00	$ 500.00	$ 11,395.00	$ 11,395.00	$ 10,000.00	$ 10,000.00
2	Remove and Replace	SF	28246	$ 19.00	$ 536,674.00	$ 15.07	$ 425,667.22	$ 15.00	$ 423,690.00	$ 19.00	$ 536,674.00	$ 16.75	$ 473,120.50	$ 20.50	$ 579,043.00	$ 21.50	$ 607,289.00	$ 24.00	$ 677,904.00	$ 35.00	$ 988,610.00	$ 30.00	$ 847,380.00
3	Remove and Replace 6"	SF	212	$ 21.00	$ 4,452.00	$ 83.98	$ 17,803.76	$ 22.00	$ 4,664.00	$ 30.00	$ 6,360.00	$ 32.00	$ 6,784.00	$ 31.60	$ 6,699.20	$ 35.00	$ 7,420.00	$ 30.00	$ 6,360.00	$ 45.00	$ 9,540.00	$ 90.00	$ 19,080.00
4	Remove and Replace	LF	1725	$ 80.00	$ 138,000.00	$ 49.57	$ 85,508.25	$ 45.00	$ 77,625.00	$ 65.00	$ 112,125.00	$ 102.50	$ 176,812.50	$ 77.70	$ 134,032.50	$ 100.00	$ 172,500.00	$ 70.00	$ 120,750.00	$ 98.00	$ 169,050.00	$ 100.00	$ 172,500.00
5	Remove Park Strip Improvements	SF	132	$ 10.00	$ 1,320.00	$ 26.52	$ 3,500.64	$ 9.00	$ 1,188.00	$ 12.00	$ 1,584.00	$ 20.00	$ 2,640.00	$ 8.00	$ 1,056.00	$ 5.00	$ 660.00	$ 10.00	$ 1,320.00	$ 65.00	$ 8,580.00	$ 50.00	$ 6,600.00
6A	Curb Ramp	EA	18	$ 6,900.00	$ 124,200.00	$ 5,000.00	$ 90,000.00	$ 9,000.00	$ 162,000.00	$ 5,500.00	$ 99,000.00	$ 4,900.00	$ 88,200.00	$ 5,862.50	$ 105,525.00	$ 6,500.00	$ 117,000.00	$ 8,000.00	$ 144,000.00	$ 5,995.00	$ 107,910.00	$ 15,000.00	$ 270,000.00
6B	Curb Ramp	EA	2	$ 6,900.00	$ 13,800.00	$ 5,000.00	$ 10,000.00	$ 9,000.00	$ 18,000.00	$ 6,000.00	$ 12,000.00	$ 5,000.00	$ 10,000.00	$ 10,050.00	$ 20,100.00	$ 6,500.00	$ 13,000.00	$ 9,630.00	$ 19,260.00	$ 8,200.00	$ 16,400.00	$ 15,000.00	$ 30,000.00
6C	Curb Ramp	EA	8	$ 6,900.00	$ 55,200.00	$ 5,000.00	$ 40,000.00	$ 9,000.00	$ 72,000.00	$ 5,500.00	$ 44,000.00	$ 5,000.00	$ 40,000.00	$ 6,700.00	$ 53,600.00	$ 6,500.00	$ 52,000.00	$10,000.00	$ 80,000.00	$ 6,785.00	$ 54,280.00	$ 12,500.00	$ 100,000.00
7	Root Barrier (Standar	LF	200	$ 9.00	$ 1,800.00	$ 15.63	$ 3,126.00	$ 200.00	$ 40,000.00	$ 45.00	$ 9,000.00	$ 20.00	$ 4,000.00	$ 40.00	$ 8,000.00	$ 15.00	$ 3,000.00	$ 30.00	$ 6,000.00	$ 50.00	$ 10,000.00	$ 10.00	$ 2,000.00
8	Remove / Replace Asphalt	TON	42	$ 300.00	$ 12,600.00	$ 539.00	$ 22,638.00	$ 390.00	$ 16,380.00	$ 350.00	$ 14,700.00	$ 1,700.00	$ 71,400.00	$ 650.00	$ 27,300.00	$ 300.00	$ 12,600.00	$ 1,070.00	$ 44,940.00	$ 1,160.00	$ 48,720.00	$ 1,500.00	$ 63,000.00
				Estimate:	$ 893,046.00	Total:	$ 700,743.87	Total:	$ 838,547.00	Total:	$ 843,443.00	Total:	$ 877,957.00	Total:	$ 935,356.70	Total:	$ 990,469.00	Total:	$1,101,034.00	Total:	$ 1,424,485.00	Total:	$ 1,520,560.00

*NOTE: RED-COLORED NUMBER NENOTED INCORRECT BID TOTAL. THE NUMBERS ARE VERIFIED AND REVISED BY CITY ON THIS BIDS TABULATION

			List of Sub-Contractors																	
			Bosco Construction Services, Inc.		JMS Cement Contractors Inc.		Villalobos & Associates, Inc.		S / Cervantes Landscape & Concrete		J.J.R Construction, Inc.		Spencon Construction, Inc.		3D Vanguard Construction, Inc.		Dryco		Kerex Engineering	
Hauling			Mora & Sons								USA Trucking,									
Sawcutting											Del Secco Diamond Core & Saw, INC									

ATTACHMENT 5

Construction Change Order Policy for the Annual Sidewalk, Curb, and Gutter Project 2025, CIP No. 3426

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

Annual Sidewalk, Curb, and Gutter Project 2025, CIP No. 3426

Contract Award Amount	**Individual Administrative Change Order Authority**	**Cumulative Change Order Authority**
$700,789.87	N/A	$140,151.00 (20%)

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Accept Additional Grant Funding from Silicon Valley Clean Energy Member Agency Grant Program (Staff Contact: Christian Di Renzo, 408-586-2602, Public Works Director)**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	2/17/2026
Recommendation:	(1) Accept additional grant funding from Silicon Valley Clean Energy (SVCE) Member Agency Grants program in the amount of $38,461, increasing the previously accepted non-competitive grant from $372,233 to a total grant of $410,694; and (2) Authorize the Acting City Manager, or designee, to execute the Member Agency non-competitive grant agreement with SVCE.

BACKGROUND:

In fall of 2024, Silicon Valley Clean Energy (SVCE) announced its new round of member agency grants. SVCE offered non-competitive funding to support electrification, energy resilience, or community engagement projects in an eligible agency's jurisdiction. SVCE Noncompetitive Member Agency Grants provide $3 Million for SVCE's thirteen member agencies, including Milpitas. Each member agency is awarded funding to invest in a project that supports building or transportation electrification, energy resilience, or community engagement on these topics. Projects may be located at public sites or municipal operation facilities. Each member agency receives a baseline of $100,000 in grant funding, with the remaining grant funding divided based on each agencies' percentage of SVCE electric load.

On June 17, 2025, the City Council approved and accepted the non-competitive grant from SVCE for the original amount of $372,233. In September 2025, the SVCE Board of Directors increased each member agency's grant allocation; as a result Milpitas' grant allocation was increased by $38,461, for a new total of $410,694.

ANALYSIS:

At the June 17, 2025 City Council meeting, staff proposed to use the noncompetitive grant funds to support City fleet electrification. The original Proposal submitted to SVCE was for the following:

Non-Competitive Grant	$ 372,233	Grant funds will be used to fund electrification for a portion of the City's Public Works maintenance fleet replacement over the fiscal year (FY 2025-26) and possibly the year thereafter (FY 2026-27) based on the City ability to source and procure the vehicles. The City plans to purchase up to five all-electric Ford F150 Lightnings, estimated at $80,000 each. The Lightnings will be used by Public Works field operations and utility maintenance divisions. Our Public Works Division Manager over Operations (including Fleet Maintenance) will work with City Purchasing Officer and Ford dealers to acquire the electric vehicles.

As noted above, staff proposed purchasing up to five (5) all-electric Ford F-150 Lightnings; one vehicle is already purchased and in service. Staff is recommending the additional $38,461 be used for the same purpose as the original allocation of $372,233, to fund replacing existing work trucks with new, all-electric vehicles. Ford announced on December 15, 2025 that production of the current all-electric F-150 Lightning was ending. As such, staff is researching and evaluating alternative electric vehicles that will meet Public Works operational

needs within the grant budget. Depending on final commissioning costs, staff contemplates replacing five or six work vehicles with the total grant funds. The deadline to spend funds from the grant is December 31, 2028.

POLICY ALTERNATIVE(S):

Alternative 1: Do not accept the additional grant funds.

Pros: None.

Cons: City will lose the opportunity to use external funds to support vehicle replacements.

Reason for Not Recommending: It is in the City's interest to leverage external funding to offset City costs, when feasible.

FISCAL IMPACT:
The recommended action appropriates $38,461 in non-competitive grant funds received from SVCE to offset planned equipment replacements funded through the Equipment Replacement Fund. This amount increases the total grant funding to $410,694, which is $38,461 more than initially approved by the City Council. There is no local match requirement, and the grant operates on a reimbursement basis with a spend deadline of December 31, 2028.

CALIFORNIA ENVIROMENTAL QUALITY ACT (CEQA):
The action is a fiscal activity of the City government 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 purchase of these vehicles 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. Even if a project, the action is exempt from further CEQA review pursuant to Cal. Code Regs., tit. 14, § 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

ATTACHMENT(S):
(a) SVCE Grant Member Agency Grant Agreement for Noncompetitive Grant

333 W El Camino Real, Suite 330 | Sunnyvale, CA 94087 | 1-844-474-SVCE (7823) | SVCleanEnergy.org

2024 SVCE Noncompetitive Member Agency Grant Form

Grant Program Overview

The Silicon Valley Clean Energy (SVCE) Noncompetitive Member Agency Grant program provides $3.5 Million for SVCE's thirteen member agencies. Each member agency will be awarded funding to invest in a project that supports building or transportation electrification, energy resilience, or community engagement on these topics. The purpose of this grant is to support each member agency's clean energy and climate goals by providing a wide range of project options that align with SVCE's mission.

Member agencies may split their funding between two projects and may choose to pass all or part of their funds to a public or community entity that is an SVCE customer for activities within its jurisdiction. Two member agencies can combine their funds for a single project if a site serves both jurisdictions. A separate Grant Form must be submitted for each project. SVCE requires a completed 2024 SVCE Member Agency Noncompetitive Grant Application Form ("Grant Form") and an executed Grant Agreement for each project.

The dates are as follows:

- **Submit a complete Grant Form by Friday, December 5, 2025.** Please complete the Grant Form and have it approved as required by the member agency and signed by the member agency's chief executive. Please title the email subject "[INSERT AGENCY] Noncompetitive Grant Application" and send to Jessica Cornejo [jessica.cornejo@svcleanenergy.org]. Staff will review and ensure it meets the requirements prior to initiating the Grant Agreement.
- **Execute the Grant Agreement at the earliest convenience after Grant Form approval.** SVCE's standard Grant Agreement is attached at the end of the Grant Form. Upon approval of the Grant Form, the member jurisdiction will need to accept and complete SVCE's Grant Agreement prior to expending any grant funds. Please complete it and have it approved as required by the member agency and signed by the member agency's chief executive and send to Jessica Cornejo [jessica.cornejo@svcleanenergy.org]. The Grant Agreement will then be routed to SVCE's Chief Executive Officer for final approval and signature.

If Member Agencies do not meet the Grant Form deadline of December 5, 2025, their grant fund allocation will be revoked.

Funding Distribution by Jurisdiction

Agency	% of SVCE Load	Original Allocation	Additional Funds Approved by SVCE BOD	New Allocation as of 9/10/2025
Campbell	5%	$177,644	$38,461	$216,105
Cupertino	5%	$186,769	$38,461	$225,230
Gilroy	6%	$196,717	$38,461	$235,178
Los Altos	3%	$149,093	$38,461	$187,554
Los Altos Hills	1%	$117,275	$38,461	$155,736
Los Gatos	4%	$173,184	$38,461	$211,645
Milpitas	16%	$372,233	$38,461	$410,694
Monte Sereno	0%	$106,521	$38,461	$144,982
Morgan Hill	5%	$186,529	$38,461	$224,990
Mountain View	14%	$341,460	$38,461	$379,921
Saratoga	3%	$146,076	$38,461	$184,537
Sunnyvale	29%	$594,923	$38,461	$633,384
Unincorporated County	9%	$251,577	$38,461	$290,038
Total	**100%**	**$3,000,000**	**$500,000**	**$3,500,000**

Grant funds will be disbursed as reimbursement post-project. Funds for capital projects must be spent by December 31, 2028. Funds for community engagement projects must be spent by December 31, 2027.

Grant Goals and Project Eligibility

SVCE's Noncompetitive Member Agency Grants will support the development of building and/or transportation electrification and/or energy resilience projects that enhance a municipal or community site. Projects can also include community engagement and education campaigns that address electrification and climate change, but this is not required. Project examples include, but are not limited to:

Project Type and Examples

- Fleet Electrification (e.g., convert to electric fleet vehicles, install level 2 chargers or direct current fast chargers, install bidirectional EV charger and purchase compatible bidirectional fleet electric vehicle [EV][1])
- Facility Electrification (e.g., remove gas infrastructure and replace space/water/pool heating with heat pumps, kitchen electrification)

[1] SVCE is collaborating with PG&E on an upcoming Vehicle to Everything (V2X) pilot program. This program will recruit project partners in SVCE territory with bidirectional charging capabilities (both a charger and a compatible EV) to participate in a V2X pilot to test out hourly rates, grid reliability, and resilience during power outages. Member agencies that install bidirectional EV charging station(s) and purchase a compatible bidirectional EV for their jurisdiction's fleet may be eligible to receive additional EV infrastructure incentives from PG&E's V2X pilot program and to receive financial incentives of up to $2/kWh through the Emergency Load Reduction Program for reducing electrical loads during grid emergencies. Please contact SVCE if your jurisdiction is considering applying grant funds to support bidirectional charging or bidirectional fleet EVs.

- Facility & Fleet Resilience (e.g., solar + battery storage, battery added to existing solar, off-grid EV chargers)
- Decarb Demonstration (any of the above examples combined with an educational component. Remove gas infrastructure and replace space/water/pool heating with heat pumps, kitchen electrification paired with an optional community engagement and education plan)
- Innovative Community Engagement (e.g., Community Needs Assessment, resilience hub tours, electric home tours, induction cooktop campaigns, rebates or incentives for electric appliances)

Solar and Battery Project Requirement

Member agencies understand that to receive grant funds for solar and battery storage projects, SVCE shall have the first right of refusal to receive attributes from the project, such as resource adequacy (RA) or other capacity attributes, and renewable energy credits (RECs). During the procurement process, the member agency must request that the vendor provide the following information: Option 1) bid for the project including attributes (vendor gives up right to attributes) and Option 2) bid for the project without attributes (vendor owns right to attributes). SVCE will review vendor responses before the member agency begins contracting with the vendor. If the project is contracted for under Option 1, and if SVCE does not communicate a need to use the project's RA or capacity attributes, the vendor may keep the attributes. Member agency understands that to receive grant funds for solar and battery storage projects, their site may be required to participate in an SVCE Demand Response (DR) program. If the member agency is interested in participating in an external DR program, they must notify SVCE to receive approval. If the member agency has questions on this requirement, please reach out to SVCE.

Grant Form Terms and Conditions

All parties acknowledge that SVCE is a public agency subject to the requirements of the California Public Records Act, Cal. Gov. Code section 7920.000 et seq. Applications submitted are public records subject to public review.

The submission of a Grant Form shall be deemed a representation and certification by the member agency that it:

- Has read, understands and agrees to the information and requirements set forth in this Grant Form.
- Has the capability to complete the responsibilities and obligations of the Grant Form being submitted.
- Represents that all information contained in the Grant Form is true and correct.
- Acknowledges that SVCE has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by member agency.
- Will provide any and all documentation related to the Grant Form in a timely manner.
- Has disclosed any conflicts of interest.

- This Grant Form does not commit SVCE to enter into a contract or disburse any grant funds, nor does it obligate SVCE to pay for any costs incurred in the preparation and submission of forms or in anticipation of a contract.

The person signing below hereby represents and warrants that they are signing with full and complete authority to bind the party on whose behalf of whom they are signing.

Signed:	Printed Name:	Date:
	Matt Cano	
Organization:	**Title:**	**Email Address:**
City of Milpitas	Assistant City Manager	mcano@milpitas.gov

Grant Form Questions:

Date of Grant Form: 12/2/2025	Name of Agency: City of Milpitas
Name and Email of Project Team: Elaine Marshall, Samu Tiumalu	Project Name: Milpitas Fleet Electrification
Email: emarshall@milpitas.gov; stiumalu@milpitas.gov	Project Address: 1265 N Milpitas Blvd, Milpitas, CA 95035

Project Summary- Please briefly describe the project, site, technology (if applicable), and intended audience.

The City is proposing to use the non-competitive grant funds to support electrification of the City's public fleet. The City's fleet is primarily housed and maintained at the City's Public Works Corporation Yard located at 1265 N Milpitas Blvd, Milpitas, CA 95035. Certain dedicated fleet vehicles are located with departments at other sites such as at City Hall (Building Inspection, Fire Prevention. Code Enforcement, etc).

While the City has initiated efforts and has established an electric and plug-in electric motor pool for non-dedicated fleet vehicles through a lease option, electrification of remainder of the dedicated fleet is a challenge technologically, functionally, and financially.

Dedicated fleet vehicles consist mostly of larger trucks and mid-duty vehicles that are commonly used for specialty functions such as utility maintenance, street, park, and tree maintenance and also need to be available for emergency response. As such, the City would like to test use of electric vehicles in these functions to understand operating implications and identify best management practices to ensure optimum vehicle availability and readiness. Additionally, the City needs to understand and identify the best electric replacement vehicle based on use case.

The City has an underfunded fleet/equipment replacement fund and has been experiencing supply chain challenges replacing existing fleet vehicles. On top of that, the State's new Advanced Clean Fleet requirements create a larger funding gap for replacements of internal combustion engine vehicles with electric.

Grant funds will be used to fund electrification for a portion of the City's Public Works maintenance fleet replacement over the fiscal year (FY 25-26) and possibly the year thereafter (FY 26-27) based on the City's ability to source and procure the vehicles. The City plans to purchase up to six all-electric Ford F150 Lightings or available alternatives to be used by Public Works field operations and utility maintenance visions. Our Public Works Division Manager over Operations (including Fleet Maintenance) will work with City Purchasing Officer and Ford dealers to acquire the electric vehicles.

Project Details – Please explain why your agency has selected this project. What are you hoping to learn from the project? What information will you be using to assess the impact of the project? Who will benefit from the project?

This project is a priority area for the City because of the many challenges associated with medium-duty fleet electrification including acceptance, reliability concerns, and costs. Through this project, the City hopes to learn more about market availability of all-electric medium duty vehicles, functional use of all-electric vehicle in our public works and other dedicated fleet operations, increase the City staff understanding of best ways to manage electric fleets to optimize uptime and vehicle readiness.

Additionally, this project will also support increasing user acceptance as there is concern among maintenance staff regarding usability of electric vehicles in a maintenance operation. Ultimately this project will benefit our fleet management team and the City staff that will be using these vehicles on a daily basis. These vehicles will be out in the community daily and community members will also benefit from seeing electric vehicles in action and increase community awareness and acceptance.

Decarbonization and/or Resilience Benefits - Please describe how this project supports your agency's greenhouse gas reduction goals or climate action goals. How will the project deliver immediate decarbonization and/or resilience benefits? How will it deliver/influence long-term decarbonization and/or resilience goals? Quantify the impacts, if possible, and discuss the more qualitative impacts.

The Milpitas City Council adopted an update to the City's Climate Action Plan in August 2022. With this update, the City set goal to be carbon neutral by 2045. In 2019, emissions from On-Road Transportation contributed to 59% of the City's communitywide GHG emissions, followed by Building Energy Use (32%). While the City's fleet represents a very small portion of the communitywide emissions, electrifying the City's fleet is an important action to demonstrate the City's environmental leadership and serves to increase awareness of electric vehicle among City staff and within the community. The grant funds will be used to fund multiple vehicle replacements with all-electric alternatives over the next two fiscal years and support the City's compliance with California's Advanced Clean Fleet requirements. Actual quantification of emissions reductions will be carried out during the course of the project once vehicle replacements and alternatives are identified.

Community Engagement (OPTIONAL) – Please outline your agency's plan to engage the community for this project. If you are opting to include a community engagement plan, please include the needed items and activities in the proposed budget.

NA

Project Budget – Please provide a detailed budget table of the project's activities and how SVCE's funding will be used. Please list any external grants, matching funds, and in-kind resources that will be used with the project. There is no matching contribution required.

Project Budget: Fleet Electrification — City of Milpitas

Line Item Description	SVCE Grant Funding	Other Funding*	Total Cost (Line B + C)
Eletric Vehicle Replacement Total Incremental Costs**	$ 410,694.00	$ -	$ 410,694.00
Totals	$ 410,694.00	$ -	$ 410,694.00

Other Funding should match Project Funding Sources below.

** City intends to use all grant dollars to fund electric vehicle replacements; number and cost per veicle to be determined once vehicles and suitable replacements have been identified.

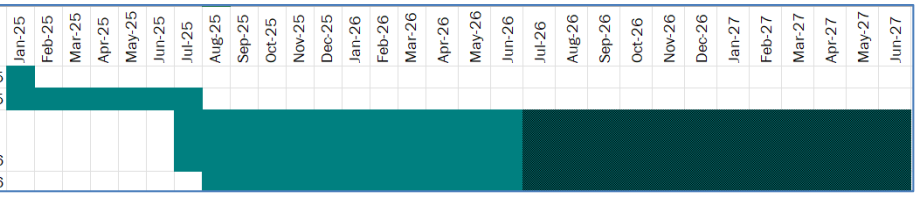
Project Funding Sources

Please list all the sources of other funding below. The total of Other Funding Sources should match Total Other Funding Contribution above.

Source of Other Funding	Monetary	In-Kind $ Value	Total Contribution of Funding from Other Sources (Line B + C)	Funding Secured (yes/no)
None	$ -		$ -	No
	$ -	$ -	$ -	
	$ -	$ -	$ -	
Totals Other Funding Contributions	$ -	$ -	$ -	

Project Timeline – Please provide a detailed timeline of the project's activities and key milestones.

Anticipated Project Task	Start Date	End Date
Grant Award	Jan-25	Jan-25
Grant Agreement Establishment	Jan-25	Jun-25
Work with City Purchasing and Ford Dealers to Purchase up to 5 F150 Lightings or alterntives, continues in FY 26-27 if needed	Jul-25	Jun-26
Receive Vehicles, continues in FY 26-27 if needed	Aug-25	Jul-26



Eligible and Ineligible Project Costs:

Eligible project costs include:

- Purchase of technologies that are either listed above or are alternatives to gas-powered appliances and align with SVCE's mission.

- Consultant costs for planning, designing, and construction of the project.
- Costs associated with community feedback sessions, outreach and education events, and marketing materials (e.g., banners, flyers, and permanent signage).
- Fellow or intern. The fellow/intern's assigned project must produce a deliverable directly related to decarbonization or complementary to the proposed project.
- Only costs directly related to activities or improvements made within the jurisdiction are eligible.

Ineligible project costs include:

- Solar projects not paired with a battery.
- Energy and water efficiency, lighting, and landscape upgrade.
- Permit fees.
- Permanent staff time.
- Engagement activities that only address online engagement (e.g., webinars, online surveys).
- Physical maintenance costs not related to the project's primary purpose of electrification or resilience (e.g., asphalt and repainting).

Stacking SVCE & External Grants:

SVCE will allow stacking with the 2024 Competitive Member Agency Grant. The Competitive Member Agency Grant offers competitive funding to each of the thirteen member agencies to support the development of capital or engagement projects that support the electrification of member agency public buildings and/or electric vehicle infrastructure (EVI). If an Applicant is inclined to stack these two grant programs on a single project, that project must be at a site that is open to the public and available for demonstration purposes. A separate grant application for the project must be submitted for both grant programs. Depending on the applicant pool, additional funds from the Competitive Member Agency Grant are not guaranteed. SVCE will allow stacking and matching with regional, utility, state, and federal grants.

SVCE will not allow stacking with previous SVCE grants, such as the 2020 Community Resilience Grant and the 2022 Decarbonization Demonstration & Engagement Grant. While previous sites can be considered for this grant, all proposed work in this application should be a new project.

Please send questions to Project Manager, Jessica Cornejo [jessica.cornejo@svcleanenergy.org]

SILICON VALLEY CLEAN ENERGY MEMBER AGENCY GRANT PROGRAM

AGREEMENT

THIS AGREEMENT is made and effective on the date of last signature below ("Effective Date") by and between the Silicon Valley Clean Energy Authority ("SVCE"), an independent public agency and City of Milpitas ("Recipient") In consideration of the covenants, conditions and undertakings set forth herein, the parties agree as follows:"

1. RECITALS. This Agreement is made with respect to the following facts and purposes which each of the parties acknowledge and agree are true and correct:

A. SVCE's Noncompetitive Member Agency Grant program ("Program") will provide $3.5M in grants to member jurisdictions to plan and develop decarbonization demonstration, energy resilience, and engagement projects.

B. Recipient submitted an application for Program funding, attached hereto and incorporated herein as Exhibit A, for a decarbonization demonstration, energy resilience, and engagement projects ("Project"). The scope and estimated budget for the Project are included in Exhibit A.

C. SVCE finds that the use of Grant Funds described herein furthers a public purpose and meets the goals and objectives established for the Program, and desires to award Recipient a one-time grant pursuant to the terms of this Agreement.

2. GRANT. SVCE hereby agrees to provide funding to Recipient in an amount not to exceed $410,694, subject to the provisions of this Agreement ("Grant Funds"). Such Grant Funds shall be disbursed to Recipient on a reimbursement basis. It is agreed and understood that the Grant Amount is a ceiling and that SVCE will only reimburse the allowable cost of services actually rendered as authorized by SVCE at or below the Grant Amount established herein.

3. REIMBURSEMENT OF GRANT FUNDS. Grant Funds shall be reimbursed pursuant to the following process:

A. SVCE shall reimburse Recipient for its actual and reasonable costs of constructing the Project up to the agreed upon Grant Funds.

B. Requests for payment submitted to SVCE shall include: 1) a cover letter in the agency's letterhead summarizing the project and requested dollar amount for reimbursement 2) an itemized list of all expenditures; and 3) supporting documentation that clearly identifies the expenditure(s) in relation to the scope of the Project set forth in Exhibit A of this Agreement. Payment requests should be aggregated and submitted after Project completion.

C. SVCE shall process requests for payment and remit payment within 30 days.

D. If, in SVCE's sole discretion, the request for payment is incomplete, inadequate, or inaccurate, SVCE may dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed

on the Recipient by a contractor, or other consequence, because of delays in payment or other breach of the agreement between the Recipient and the contractor are the responsibility of the Recipient and are not reimbursable under this Agreement.

E. Unless otherwise authorized by SVCE in writing, Recipient shall submit all documentation of Project completion, including a final request for payment, within sixty (60) days of Project completion.

F. Final payment of remaining Grant Funds, including any amounts withheld from previous payments, shall be paid up to the total amount of the actual Project cost, not to exceed the Grant Funds amount set forth in this Agreement, upon completion of the Project, receipt of the final report and final request for payment from the Recipient in a form and content satisfactory to SVCE.

4. USE OF GRANT FUNDS. Recipient shall use the Grant Funds to support the Program as set forth in Exhibit A. Any use(s) of Grant Funds not contemplated in this Agreement must be approved in writing by SVCE. This Agreement was awarded to Recipient based on the application submitted by Recipient with the intention that the awarded funds would be used to implement the Project as described in Exhibit A. Any substantive deviation during Project implementation may require reevaluation or result in loss of funding. In no event shall Recipient's Grant Funds or scope of work be increased. If Recipient knows or should have known that substantive changes to the Project will occur or have occurred, Recipient will immediately notify SVCE in writing. SVCE will then determine whether the Project is still consistent with the overall objectives of the Program and whether the changes would have negatively affected the Project ranking during the Grant evaluation process. SVCE reserves the right to have Grant Funds withheld from Recipient, or refunded to SVCE, due to Recipient's failure to satisfactorily complete the Project or due to substantive changes to the Project.

5. TERM. This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the final Grant Funds are paid to Recipient, unless sooner terminated pursuant to the provisions of this Agreement. Project completion dates shall not be extended unless SVCE determines, in its sole discretion, that extenuating circumstances justify an extension. Projects must be complete no later than **December 31, 2028.**

6. REPORTING AND RECORDS. Recipient agrees to cooperate with SVCE and provide requested information, if any, related to the use of Grant Funds and the Project, including for the purposes of SVCE's evaluation, measurement, and verification activities for the Program. Recipient will cooperate in good faith with SVCE or its authorized representative in performing evaluation, measurement and verification (EM&V) of the Program. Information accessed for EM&V may include, but is not limited to, onsite verification of Project operation, Program compliance, and Project records, analysis of facility billing metered data, analysis of data collected from facility-owned submetering, and collection of supplementary metered data on-site. All information collected will be held confidentially and will be used by SVCE or its authorized representative for Program analysis purposes only. Recipient is responsible for ensuring, through a separate agreement between Recipient and property owner, that property owner shall cooperate with SVCE to provide any documentation and assist in analysis and provide access to the Project site at reasonable times, during the construction of the Project and for a period of up to two (2) years from the completion of the Project. During the course of the

Project and for three (3) years thereafter from the receipt of the final Grant Funds, the Recipient agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SVCE may require. The Recipient agrees to have financial and compliance audits performed as SVCE may require.

7. LEGAL RESPONSIBILITIES. Recipient shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance under this Agreement. Recipient shall at all times observe and comply with all such ordinances, laws and regulations. SVCE, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Recipient to comply with this Section.

8. PREVAILING WAGES. By accepting the Grant Funds, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, to the extent required by California law, Recipient shall ensure that prevailing wages are paid, that the project budget for labor reflects these prevailing wage requirements, and that the project complies with all other requirements of prevailing wage law, including that Recipient's subcontractors also comply with all applicable public works/prevailing wage requirements.

9. PROCUREMENT. At minimum, Recipient shall abide by Recipient's purchasing regulations and policies and all California laws and regulations in procuring goods or services where the costs are eligible for reimbursement under this Agreement.

10. CALIFORNIA PUBLIC RECORDS ACT. Recipient acknowledges that SVCE is subject to the California Public Records Act (Gov. Code § 7920.000 *et seq*.). SVCE acknowledges that Recipient may submit information to SVCE that Recipient considers to be confidential, proprietary, or trade secret information. Only such information clearly designated in writing as "confidential" shall be deemed "Confidential Information." Upon request or demand of any third person or entity ("Requestor") for the production, inspection, and/or copying of Confidential Information, SVCE shall notify Recipient that such request has been made. Recipient shall be solely responsible for taking whatever legal steps are necessary to protect
Confidential Information and to prevent its release to the Requestor. Without limiting SVCE's right to disclose Confidential Information as may be required by law, if Recipient takes no such action after receiving the foregoing notice from SVCE, SVCE shall be permitted to release information it deems subject to disclosure.

11. NOTICES. Any notices provided under this Agreement must be in writing and may be given either by mail or e-mail to the following addresses:

SVCE:
Silicon Valley Clean Energy Authority 333 W. El Camino Real #330
Sunnyvale, CA 94087
Attention: jessica.cornejo@svcleanenergy.org

RECIPIENT:

[ENTITY] [ADDRESS]
Attention:

12. INDEPENDENT CONTRACTOR.

A. Recipient shall at all times remain as to the SVCE a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Recipient shall at all times be under Recipient's exclusive direction and control. Neither SVCE nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Recipient or any of Recipient's officers, employees, or agents except as set forth in this Agreement. Recipient shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the SVCE. Recipient shall not incur or have the power to incur any debt, obligation or liability whatever against SVCE, or bind SVCE in any manner.

B. No employee benefits shall be available to Recipient in connection with the performance of this Agreement. Except for the fees paid to Recipient as provided in the Agreement, SVCE shall not pay salaries, wages, or other compensation to Recipient for performing services hereunder for SVCE. SVCE shall not be liable for compensation or indemnification to Recipient for injury or sickness arising out of performing services hereunder.

13. INDEMNIFICATION; WAIVER. Recipient shall indemnify, protect, defend and hold harmless SVCE, its elected officials, officers, employees, volunteers, and representatives from any and all suits, claims, demands, losses, defense costs or expenses, actions, liability or damages of whatsoever kind and nature which SVCE, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Recipient's acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement. Recipient expressly waives the provisions of California Civil Code section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." This Section shall survive the terminate of this Agreement.

14. INSURANCE.

A. On or before the commencement of the term of this Agreement, Recipient shall furnish SVCE with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of insurance coverage in compliance with the requirements in this Section. Recipient shall maintain such coverage in full force at all times for the duration of this Agreement, at its sole cost and expense. Nothing herein shall be construed as a limitation on Recipient indemnification obligations under this Agreement.

B. Recipient shall maintain the following minimum insurance coverages:

- Workers' compensation, as required by the State of California;
- Commercial general liability coverage with minimum limits of $3,000,000 per occurrence and $5,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required;

- Comprehensive automotive liability coverage with minimum limits of $1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

C. Such coverages shall be issued by an insurer(s) licensed to conduct business in the State of California, with a minimum A.M. Best's Insurance Rating of A:VII unless otherwise approved in writing as satisfactory to SVCE. The Recipient may satisfy its obligations under this Section through self-insurance.

D. The insurance limits required by SVCE are not represented as being sufficient to protect Recipient. Recipient is advised to confer with its insurance broker to determine adequate coverage for Recipient.

15. DEFAULT AND TERMINATION. Should an Event of Default occur, SVCE shall provide a notice of default to Recipient and shall give Recipient at least fifteen (15) calendar days from the date the notice is sent to cure the Event of Default. If Recipient fails to cure the Event of Default within the time prescribed, SVCE may, at SVCE's sole discretion, withhold Grant Funds not yet disbursed hereunder, require the return or repayment of Grant Funds already disbursed, and/or terminate this Agreement by written notice which shall be effective upon receipt by Recipient. "Event of Default" shall mean the occurrence of any one or more of the following events by Recipient: (a) any false statement, representation, or warranty contained in this Agreement, the Application, or any other document submitted to SVCE; (b) failure to comply with applicable laws; (c) a failure to maintain in effect any policy of insurance required under this Agreement; or (d) a material breach of this Agreement.

16. NON-APPROPRIATION. Recipient acknowledges that SVCE is a public agency. In the event that sufficient funds for the performance of this Agreement are not appropriated by the SVCE Board of Directors in any fiscal year covered by this Agreement, this Agreement may be terminated by SVCE, without penalty, by giving notice to Recipient of such facts and of SVCE's intention to terminate.

17. NON-WAIVER. Failure to exercise any right the SVCE may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

18. AMENDMENT OF AGREEMENT. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Recipient and the SVCE.

19. ASSIGNMENT PROHIBITED. In no event shall the Recipient assign or transfer any portion of this Agreement.

20. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Santa Clara, State of California.

21. NO THIRD-PARTY BENEFIT. The provisions of this Agreement are for the sole benefit of the parties hereto and confer no rights, benefits, or claims upon any person or entity not a party hereto.

22. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

23. RECIPIENT'S AUTHORITY. Recipient represents and warrants that (a) it has the power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the person who executes this Agreement on its behalf has the necessary authority to bind Recipient; and (c) neither the execution and delivery of this Agreement nor the performance of its obligations hereunder will constitute a violation of, a default under, or conflict with any term of any governance documents or other agreements to which it is bound.

24. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. Faxed and PDF counterpart signatures are sufficient to make this Agreement effective.

25. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. COMMUNICATIONS AND ENGAGEMENT. Recipient agrees that SVCE may use and publicize information and visual materials (photos, videos, etc.) related to this project, including (but not limited to) information and visual materials provided in this application, updates, or follow-up information. Recipient will coordinate in good faith with SVCE on follow-up activities, such as interviews, outreach coordination, photo or video shoots, requests for additional information, and the design of educational materials and signage related to the project. Recipient will work with SVCE to schedule all coordination and activities within a determined and mutually agreed-upon time frame and understand that refusal or failure to collaborate on marketing and outreach may result in termination of the funding.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

SILICON VALLEY CLEAN ENERGY AUTHORITY

_____
NAME: _____
TITLE: _____

APPROVED AS TO FORM:

_____
NAME: _____
TITLE: _____

[RECIPIENT]

By: _____
Name:
Title:

By: _____
Name:
Title:

[*Note: Signatures of two corporate officers are required for corporations – First signature must be one of the following: 1) the chairman of the board; 2) the president; or 3) any vice president. The second corporate signature must be one of the following: 1) the secretary; 2) any assistant secretary; 3) the chief financial officer; or 4) any assistant treasurer. Signature of Chief Executive is required for public agencies.]

EXHIBIT A

[Attach Grant Form]

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve the Addition of Samuel Ayer to the City Naming List for Streets, Parks and Facilities (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	2/17/2026
Recommendation:	Approve the addition of Samuel Ayer to the Milpitas Historical Names Naming List.

BACKGROUND:
The Milpitas City Council Ad Hoc Naming Subcommittee was formed to review and recommend the naming of City streets, parks and facilities for final City Council approval.

On January 22, 2026, the Subcommittee reviewed and recommended one (1) new name for the Naming List for Streets, Parks and Facilities.

ANALYSIS:
Per the City of Milpitas Naming Policy, the procedure for maintaining and making additions to the City approved Naming List is outlined in Procedures, Section 3:

> 3.1.1. The Recreation and Community Services Department shall maintain a List of Names for Naming Streets, Parks, and Facilities.
>
> 3.1.2. As needed, the Director of Recreation and Community Services shall bring additions to the List of Names for Naming Streets, Parks, and Facilities to Council for approval at any regular or special meeting.

There are four (4) Naming Lists established for the use of naming Milpitas streets, parks and facilities:

- California Native Plants, Flowers, Trees, Landmarks - Streets
- Influential People – Streets and Parks
- President List – Streets and Parks
- Milpitas Historical Names – Streets, Parks, Facilities

On January 22, 2026, the Subcommittee reviewed the proposed name, Samuel Ayer, which was submitted to the City by Jacob Abeyita of the Samuel Ayer Alumni Association, for consideration to the Milpitas Historical Names list. Per the City Streets, Parks and Facilities Naming Policy, the name qualifies under Policy sections:

> 2.7.3. Historical or cultural significance: the name of a historical figure can be considered, if the figure had a significant and extraordinary historical influence on the area, state, national, or international level;
>
> 2.7.4. The name of any person or family that has made a significant impact in the community and/or in development of the street, park, or facility;

The following description of Samuel Freeman Ayer was submitted as part of the public naming request letter:

> *Samuel Freeman Ayer was born in 1840 in Sackville, New Brunswick, Canada. He learned carriage making as a trade there, before he came to California in 1860 by way of Panama. He worked in Santa Clara for a few months, and then received a good job offer from Abraham Weller, who manufactured carriages in Milpitas, where he worked until he set up in business for himself in 1861.*

In 1868, Samuel Ayer gave up his business and turned to ranching, on a tract of 150 acres that he bought east of Milpitas, of which 100 acres were planted in wheat by 1874. In 1875, he was elected District Supervisor of a new district formed that year consisting of the townships of Milpitas, Alviso, and Fremont. As a supervisor, he originated and supported much helpful and progressive legislation passed by the district, including educational projects. Mr. Ayer was one of the trustees of the Milpitas Grammar School (the building which is now part of the Milpitas Library). Samuel Ayer remained in office until his death in 1899. Before Milpitas was incorporated as a city in 1954, and for a few years afterwards, Milpitas high school students had to go south to James Lick High School in San Jose. But as Milpitas grew in population and financial strength, city officials decided that it needed a high school of its own. When the new structure was built at 1395 E. Calaveras Blvd. it was decided to give it the name of the distinguished pioneer and champion of education, Samuel Ayer. The high school opened in 1956, with the first class graduating in 1957 (portions copied from the Milpitas Historical Society website).

The Subcommittee voted unanimously in favor of adding Samuel Ayer to the Milpitas Historical Names Naming List. There were no members of the public present at the meeting.

POLICY ALTERNATIVE(S):

Alternative 1: Not Approve the addition of Samuel Ayer to the Milpitas Historical Names Naming List
Pros: None
Cons: Proposed name qualifies under the City Streets, Parks and Facilities Naming Policy.
Reason for Not Recommending: Proposed name qualifies under the City Streets, Parks and Facilities Naming Policy.

FISCAL IMPACT:
There is no fiscal impact associated with adding the name Samuel Ayer to the Milpitas Historical Names Naming List.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The action is an organizational or administrative activity of the City government that will not result in direct or indirect physical changes in the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378. 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. Even if a project, the action is exempt from further CEQA review pursuant to Cal. Code Regs., tit. 14, § 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

ATTACHMENT(S):
(a) City Streets, Parks, and Facilities Naming Policy
(b) Milpitas Historical Names Naming List

CITY COUNCIL POLICY

Policy No: Click or tap here to enter text.	**CITY STREETS, PARKS AND FACILITIES NAMING POLICY**	**Effective Date:** 6/21/2022
Revision No: 1	**Policy Administrator:** Recreation and Community Services	**Next Review Due:** As needed
Related Policies and Procedures: Incorporates and replaces SOP 1.3	**Approved by:** Click or tap here to enter text. Council meeting date, agenda item #, and vote	**Date Approved:** 6/21/2022

1. PURPOSE

1.1. This Policy establishes the guidelines, criteria, and processes for naming City streets, parks, and other facilities.

1.2. This Policy is consistent with Milpitas Municipal Code, Title XI-1000 and Government Code Section 34093.

2. POLICY

2.1. The City shall have the sole authority and the City Council shall have the final authority to approve names of City Streets, Parks, and other Facilities.

2.2. The City Council Ad Hoc Naming Subcommittee shall evaluate names of City streets, parks and facilities, and shall make recommendations to the City Council.

2.3. Although the City will have full control and final decision-making authority on any names selected, public input will be received, and other names may be raised and requested to be considered by the City Council.

2.4. From time to time, the City Council shall approve names to be added to a list(s) of names suitable for streets, parks, and facilities.

2.5. No duplication of names within an asset type (i.e., park, facility, plaza) will be approved.

2.6. A deliberative process by City staff will be conducted to ensure that renaming of a street, park, and facility will not diminish the original justification for the name of the prior contributors. Parks and facilities named after individuals shall not be changed unless it is found that because of the individual's character the continued use of their name would not be in the best interest of the community. Parks that have been named by deed restriction shall not be considered for renaming.

2.7. The following criteria and factors shall be considered with naming or renaming a street, park, or facility:

- 2.7.1. Neighborhood or geographical identification, such as street, school, or other descriptive names;
- 2.7.2. Natural or geological features of the area;
- 2.7.3. Historical or cultural significance: the name of a historical figure can be considered, if the figure had a significant and extraordinary historical influence on the area, state, national, or international level;

2.7.4. The name of any person or family that has made a significant impact in the community and/or in development of the street, park, or facility;
2.7.5. An individual or organization that contributed significantly to the acquisition or development of the park or facility to be named. This can include either a deed or substantial monetary contribution, or contribution toward the acquisition, and/or development of the park of facility. (Naming rights are not guaranteed if the donation is a dedication as required by the subdivision.)
2.7.6. The articulated preference of residents of the neighborhood surrounding the street, park, facility;
2.7.7. A name should represent community values and consider future generations and ethnic diversity;
2.7.8. If the name of an individual or family is to be considered, the use of such name shall have the approval of the individual (or his/her surviving family) or family when reasonably possible;
2.7.9. No seated elected official shall have their name added to a naming list or have a street, park or facility named after them while serving on the City Council.
2.7.10. Avoid confusing or similar sounding names (Public Safety Dispatch test);
2.7.11. Avoid changing street names along any continuous alignment (Continuity test).

2.8. Naming of parks and facilities near schools shall be coordinated with the Milpitas Unified School District as much as possible.
2.9. All naming and/or renaming of a park or facility will be set forth by a Council Resolution.
2.10. Should policy conflict with any City Ordinance, Code or other laws and regulations, the respective City Ordinance, Code or other laws and regulations shall prevail.

3. PROCEDURE

3.1. Maintaining a List of Names for Naming Streets, Parks, and Facilities.
3.1.1. The Recreation and Community Services Department shall maintain a List of Names for Naming Streets, Parks, and Facilities.
3.1.2. As needed, the Director of Recreation and Community Services shall bring additions to the List of Names for Naming Streets, Parks, and Facilities to Council for approval at any regular or special meeting.

3.2. Naming of Streets, Parks, and Facilities
3.2.1. City street, park and facilities naming recommendations shall be brought to the City Council Ad Hoc Naming Subcommittee for recommendation to the City Council and may be considered at any regular or special City Council meeting.”.
3.2.2. Naming recommendations shall be from the City Council approved List of Names available from the Director of Recreation and Community Services.

3.3. Proposed names for new City streets, parks, and facilities should be considered during the entitlement process prior to the final map approval.
3.4. Names being considered for streets shall be reviewed by the City and County emergency services dispatch and Post Office to discourage names that are too similar or confusing that may hinder emergency response; or are otherwise inappropriate for public safety purposes.

3.5. The following City Departments will contribute to the establishment and maintenance of databases for named streets, parks, and facilities:

3.5.1. Information and Technology Department – Maintain database of all City assets (streets, parks, and facilities)

3.5.2. Recreation and Community Services Department – Maintain Naming Lists, information about historical references, person's full names, ancestry, dates of birth and death, and other information of interest about the person or group, and the significance of their name to Milpitas' history and/or to that particular named asset.

3.5.3. Planning Department – Coordinate Street Naming related to new development, prepare, and maintain GIS databases for mapping of new facilities.

3.6. Renaming of a street, park, or facility

3.6.1. The renaming of a street, park, or facility may be initiated by City Council, City Commission, City staff, a group, or individuals.

3.6.2. The initiation of renaming by non-City organizations or individuals shall be made by participating during Public Forum at the appropriate advisory City Commission or City Council meeting.

3.6.3. The City Commission may place the request on the agenda for review of the proposed name(s), taking of public comment, and discussion of the renaming proposal consistent with this Policy.

3.6.4. When a City Commission considers the renaming proposal of a street, park, or facility, staff shall notify the surrounding neighborhood in a ¼ mile radius.

3.6.5. If the City Commission supports the renaming proposal, it will make a recommendation to the City Council for Council consideration.

3.7. The name of a park or facility that is sold, transferred to non-city ownership, or otherwise deemed to no longer be a City of Milpitas property, should be transferred to another location eligible for naming. Should there not be an appropriate location, the name shall be added to the appropriate Naming List for future use.

City of Milpitas
Facilities, Streets & Park Naming Subcommittee
Naming List – Milpitas Historical Names
Approved for: Streets, Parks, Facilities

NAME	SUGGESTED BY	DEDICATION LOCATION
19th CENTURY		
1. Charles Beverson Milpitas Cattle Rancher/Dairy Farmer	Commission: PRCRC	
2. Alfred Doten Milpitas literary figure/author	Commission: PRCRC	
3. Alfred French Ran first hotel that brought tourism to Milpitas	Commission: PRCRC	
4. JW Johnson First Town Constable	Commission: PRCRC	
5. Augustus Rathbone First Storekeeper	Commission: PRCRC	**Augustus Rathbone Park**
20th CENTURY		
6. Chew Family Part of Milpitas' early agricultural history, the Chew's had 15 acres where they ran their Flower Farm business	Naming Subcommittee	
7. Albert Currlin One of the first Doctors in Milpitas	Commission: PRCRC	**Dedication Plaque: Valley Health Center**

Approved by City Council action 9/3/2024

NAME	SUGGESTED BY	DEDICATION LOCATION
8. Sal Cracolice Ran Milpitas' first Pharmacy, started first Youth Center	Naming Subcommittee	**Sal Cracolice Building on Abel St. (1980's June 2016)** **Sal Cracolice Recreation Facility – (2016 to current)**
9. Ernestina Garcia Civil Rights Activist	Commission: PRCRC	
10. Joe House Mayor (1974 – 1976)	Commission: PRCRC	
11. Bob McGuire First Parks and Recreation Director	Commission: PRCRC	**Dedication Plaque: Community Center Amphitheater** **Bob McGuire Park**
12. Ray Madruga Early Ironworker, invented "Milpitas Plow"	Commission: PRCRC	
13. Mabel Mattos Earliest and contributory members of the Milpitas Historical Society, farming family	Named prior to Policy	**Street: Mattos Dr./Edsel Dr.; Bench/Farm Equipment at Alviso Adobe Park; Mattos Elementary**
14. Ford Ford Plant, impetus for the Sunnyhills development	Naming Subcommittee	
15. Dick Delong 2nd City Manager	Commission: PRCRC	**Street: Delong Dr./Tradezone Blvd.**
16. Joe Smith Past Fire Chief	Commission: PRCRC	**Street: Smith Ln./Pimentel Cir.**
17. Rodgers Family (Ben, Jim) Ben Rodgers, first Milpitas postmaster, Jim Rodgers former mayor and councilmember	Named prior to Policy	**Ben Rodgers Park**
18. Weller Family (Joseph, Abraham) Milpitas Pioneer settler family	Named prior to Policy	**Street: Weller Ln./N. Main St.; Weller Elementary**

Approved by City Council action 9/3/2024

19. Denny Weisgerber — Named prior to Policy — **Denny Weisgerber Community Room: Senior**
    Former mayor, councilmember, commissioner, Korean War Veteran, volunteer

21st CENTURY

20. Larry Voellger — Naming Subcommittee — **Public Art Project Dedication: Higuera Adobe Park**
    Started Milpitas' first Public art Program (Art in Your Park)/ Long Serving Arts Commissioner

21. Jimmy Chamoures — Naming Subcommittee
    Instrumental in the rebuilding of the Milpitas Post Newspaper in the mid 90's/Started Milpitas Yellow Pages

22. Jose Esteves — Naming Subcommittee — **Milpitas Library (Milpitas Jose Esteves Public Library)**
    Former mayor, councilmember, commissioner

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve Milpitas Arts and Culture Grant Request for a Juneteenth Celebration Event (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	2/17/2026
Recommendation:	Approve a Milpitas Arts and Culture in-kind grant request from Sunnyhills Neighborhood Association for a Juneteenth Celebration Event on June 20, 2026.

BACKGROUND:

The Milpitas Arts and Culture Grant (MACG), formerly the Cultural Arts Support Program, started in 2001 as a way for the City of Milpitas to support enriching and free or low-cost cultural arts programming for the community. The program provides in-kind grants to cultural arts groups (i.e. nonprofit organizations, schools, clubs) and individuals in the form of free use of City of Milpitas indoor or outdoor space, wanting to offer programming or an event for the general public. Grant requests are limited to programs or event date(s) of no more than two (2) consecutive days and can include rehearsal time for a performing arts event. Grantees are also provided basic marketing support from the Recreation and Community Services Department in compliment to their respective outreach plans. The cumulative total of grant program or event hours, including set up and break down, is limited to 40 hours per organization/individual per year, or an in-kind grant value of $10,000, whichever comes first.

The Arts Commission reviews and recommends MACG applications to City Council for final approval.
The Sunnyhills Neighborhood Association has requested use of Sunnyhills Albert Augustine Jr. Memorial Park for a Juneteenth celebration on June 20, 2026. This would be the group's fourth year producing this celebration of Black culture in Milpitas' Sunnyhills neighborhood, historically recognized as the first planned racially integrated neighborhood in California.

ANALYSIS:

On January 26, 2026, the Arts Commission reviewed and unanimously recommended approval of the MACG In-Kind Grant Application from the Sunnyhills Neighborhood Association, requesting to use open space at Sunnyhills Albert Augustine Jr. Memorial Park for its fourth Juneteenth celebration on June 20, 2026.

The grant applicant previously received Milpitas Arts and Culture In-Kind Grants in 2023, 2024 and 2025 to use Sunnyhills Albert Augustine Jr. Memorial Park for a Juneteenth event. The event is planned to include live performances, art exhibits, and activities. The applicant estimates they will attract 135 guests at the event.

The grant application requests the following allowable in-kind services and/or resources:

1) City Park/open space for event (identified as Sunnyhills Albert Augustine Jr. Memorial Park)
2) Inclusion of the event in City marketing channels (Activity Guide, City website, Recreation and Community Services social media pages, and e-blast to the Recreation customer list)

The value of Sunnyhills Neighborhood Association's MACG In-kind grant application, should it be approved, is $1,100. All required security deposits, liability insurance, and/or permits from the City or outside agency (i.e. County of Santa Clara requirements) for this type of event are still required. As proposed, the event would require both a City of Milpitas Special Event Permit and Santa Clara County Event Organizer Permit. The cost of both these permits is the responsibility of the host organization and is not covered by this grant.

The award of MACG in-kind grant is not a guarantee the City special event permit or County event organizer permit will be granted. Should the Sunnyhills Neighborhood Association not be able to secure all the required permits, their event would need to be either scaled back, postponed, or cancelled.

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve Sunnyhills Neighborhood Association's grant request to use Sunnyhills Albert Augustine Jr. Memorial Park for its Juneteenth celebration.
Pros: If the request is not approved, the park remains open for rentals. The City could generate rental income should Sunnyhills Neighborhood Association choose to rent open space for its event or if picnic customers rent picnic areas.

Cons: Not approving the request may make it cost-prohibitive for Sunnyhills Neighborhood Association to host a Juneteenth event.

Reason for Not Recommending: Sunnyhills Neighborhood Association had three successful Juneteenth celebrations in 2023, 2024 and 2025, networking to involve many Milpitas residents and businesses in celebrating black culture. This proposal allows Milpitas residents to learn about and celebrate black culture. This enriches and adds to the City's own efforts to celebrate diversity.

PROJECT SCHEDULE/KEY MILESTONES
Applicants are responsible for all tasks and milestones to produce their event/program.

FISCAL IMPACT:
The in-kind grant value of the Juneteenth Celebration request is $1,100, which includes the value of the space rental.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The action is a fiscal activity of the City government or an action to create a City government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and is not a project pursuant to Cal. Code of Regs., tit. 14 15378.

ATTACHMENT(S):
(a) Milpitas Arts and Culture Grant Application from Sunnyhills Neighborhood Association for a Juneteenth Celebration

Milpitas Arts & Culture Grant Application 25-26 Season #2

Applicant Information
Please tell us about the organization, business. group or individual seeking to host an event.

Applicant Name	Sunnyhills Neighborhood Association
Applicant Type	- Nonprofit organization
Contact Person Name/Title	Yolie Garcia
Applicant's Email	[redacted]
Applicant's Phone	[redacted]
Applicant's Address	[redacted]
Applicant's Website	https://sunnyhillsneighborhood.org

Applicant's Mission or Business/Group/Artist Description
*Provide instructions in civic responsibility and community service *Enhance and support education to local residents in art, music and science. *Sponsor activities and public performances which enhance the quality of life for all residents in the area. *Sponsor special events and public gatherings to promote a sense of community well-being and cohesion. *Sponsor and conduct activities and social gatherings which bridge cultural gaps between different ethnic and cultural segments of the community.

Additional Required Information **Nonprofit organization's EIN; or business's licensing entity and license number; or group's location, number of members and, if applicable, parent organization; or individual's primary profession.**	[redacted]

Event Information
Please tell us about your event.

Event Title	JUNETEENTH CELEBRATION
What type of event(s) are you planning?	- Public Performance - Public Art Exhibit - Open Mic/Jam Session/Open Studio - Juneteenth Celebration includes performances talent show, art contest exhibition, resource fair, dancing, historical presentation, etc.
What type of space do you need?	- Picnic Area - Park Open Space - Mobile Stage, Open Space Outdoors
First choice date, or start date if requesting range	Jun 20, 2026
Second choice date, or end date if requesting range	Jun 27, 2026
Start Time	11:00 AM
End Time	04:30 PM

Description of Proposed Event
The event will take place in Sunnyhills-Augustine Park to Commemorate and Celebrate Juneteenth. Primary event organizers are Chris Norwood, Christine Richardson, Yolie Garcia, with support from the Sunnyhills Neighborhood Association Board. The vision for the event includes: Performance of Black National Anthem by local musician; Presentation of History of Juneteenth (Historical Society); Proclamations recognizing the History of Sunnyhills, early Milpitas Black Families & city workers (government officials); benediction; entertainment -singing, Community Talent Show, Live band; Resource Fair (government agencies and nonprofits); African-American Soul Food (food trucks).

What is your total event budget?	$15K to $18K

How many active participants do you expect total? Do not count audience members.	125

Participant details
Several local nonprofits & Community Service Groups: Historical Society, Sunnyhills Neighborhood Assoc, Milpitas Police & Fire depts, SCC Registrar Voters, Milpitas Social Services & Emergency Prep, Milpitas Library Bookmobile.

Is your event open to the public?	Yes
How many general public audience members do you expect to attend? Do not count people related to your artists, performers, or group members.	est 150
Are reservations or tickets required?	No, day-of walk-in is okay
Is your event free or low-cost?	Free

Describe your event marketing plan detailing applications, websites, publications, and frequency of advertisements.
We plan to broadly publicize the Juneteenth Celebration through print media (The Beat and The Post), Social Media, local schools (Parent Square), community service groups (Kiwanis, Chamber of Commerce, Rotary) and other avenues of spreading the word.

What is your experience in hosting similar arts and/or cultural events? List any prior events you have hosted, including location and attendance.
We have hosted the 2024 and 2025 Juneteenth Celebration at Sunnyhills-Augustine Park. Attendance for both years was approx 100 to 115.

Upload videos, images or PDFs representing your cultural art event and/or similar events you have produced in the past.

2024 Poster for Grant Application.jpeg

Community Benefit
Please tell us how the community will benefit from your event.

How will your event benefit Milpitas residents? Check all that apply.

- Opportunity for Milpitas artists to perform or display work
- Opportunity for Milpitas audiences to be exposed to unfamiliar art form, culture, artist
- Opportunity for attending public to actively participate in the art or cultural activity
- Opportunity to foster cross-cultural understanding

How will your event advance art and culture in Milpitas?
This event will enhance the engagement of African American culture throughout our Community. The program will help bridge cultural gaps between difference ethnic and cultural segments of the Community and will create a more vibrant cultural arts scene by offering live performances, exhibits, speeches and other culturally enriching activities, free of charge for the Milpitas Community. People will enjoy family time with neighbors and friends, experiencing live music and other performances and artistic, historical presentations. Community members of all ages will have opportunities to perform or exhibit art and students will be able to gain community service hours. Everyone will gain an increased sense of community through shared experiences and cultural, historical awareness.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve Increase to the Milpitas Assistance Program (MAP) Water Utilities Bill Subsidy Amount (Staff Contact: Renée Lorentzen, Recreation and Community Services Director, 408-586-3409)**
Category:	Community Services and Sustainable Infrastructure
Meeting Date:	2/17/2026
Recommendation:	Approve increase to the MAP Water Utilities Bill Subsidy Amount.

BACKGROUND:

On August 20, 2019, the Milpitas City Council adopted a resolution establishing the Milpitas Assistance Program, replacing and enhancing a previous assistance program, the Recreation Assistance Program (RAP). The MAP is a City-run assistance program designed to provide eligible Milpitas residents with discounts and fee-waivers for certain municipal services. Services covered include:

- Discounts on water/sewer utility bills for residences served by the city.
- Discounts on recreation and community services programs run by the city.
- Income qualification for the Residential Building Incentive Program (waiver or reduction of residential permit fees for things like water heater, furnace, A/C replacement).

To determine the level of subsidy on eligible services, the program uses income tiers based on HUD Guidelines (Tier 1 = Very Low Income, Tier 2 = Low Income, Tier 3 = Temporary Hardship),. Available subsidies/discounts per Tier are:

- Tier 1 (Very Low Income) - Modest flat-rate discount of $22.52 on bi-monthly water utility bills, 75% off on City-run Recreation programs to a maximum of $1000 per household; and waiver of residential permit fees on water heater, furnace, or air conditioner replacements or electrical panel change-outs.
- Tier 2 (Low Income) - Modest flat-rate discount of $22.52 on bi-monthly water utility bills, 50% off on City-run Recreation programs to a maximum of $750 per household; and 75% off residential permit fees on water heater, furnace, or air conditioner replacements or electrical panel change-outs. (Seniors age 50+ are eligible for an additional 15% off eligible residential permit fees, for a 90% total discount.) Tier 2 customers are permitted to pay for Recreation programs over time on a payment plan.
- Tier 3 Temporary Hardship - Customers are eligible 75% off on City-run Recreation programs to a maximum of $750 per household; and 75% off residential permit fees on water heater, furnace, or air conditioner replacements or electrical panel change-outs. Tier 3 customers are permitted to pay for Recreation programs and water utility service over time on a payment plan. The City of Milpitas waives late fees on water utility bills incurred during the customer's period of eligibility as a Tier 3 customer.

MAP offers continuous enrollment. Tier 1 and Tier 2 customers are eligible for one year from the date of approval and must reapply annually to verify their income level. Tier 3 customers are eligible for six months from the date of approval and may apply up to two times a year. Milpitas Assistance Program discounts will automatically cease if the customer does not reapply.

On June 3, 2025, the City Council directed staff to prepare information on options for increasing the water utility bill subsidy amount. On November 18, 2025, staff presented information on the MAP Water Utilities subsidy including current subsidy delivery (flat rate), current usage levels, demographic of participating residents, and program funding source. The City Council directed staff to research a tiered subsidy model for up to 205 participants with incremental subsidy increases as follows:

50/30/20 Tiered Subsidy Model

Tier	Water Meter Discount	Sewer Connection Discount	Water Consumption Discount
Tier 1	50% off	50% off	Up to $50 off
Tier 2	30% off	30% off	Up to $30 off
Tier 3	20% off	20% off	Up to $20 off

ANALYSIS:

There are currently 236 households receiving MAP water utility bill subsidies. On November 18, 2025, the City Council directed staff to analyze the cost of implementing the 50/30/20 Tiered Subsidy Model for up to 205 participants. The cost estimates that follow are based on water bill data for 205 of the 236 currently participating households.

MAP Participant Demographics

- 91% of participants are Tier 1
- 91% of participants reside in Single Family Homes. Of those:
  - 4% have a meter size of 1”
  - 4% have a meter size of 3/4”
  - 92% have a meter size of 5/8”
- 9% of participants reside in Multi-family Homes. Of those:
  - 37% have a meter size of 1”
  - 63% have a meter size of 5/8”

Water Bill Subsidy Range Examples

- Tier 1 Customer with a 1” meter:
  - $164 subsidy applied to each bill
  - $984 in annual subsidies
- Tier 2 Customer with a 3/4” meter:
  - $90 subsidy applied to each bill
  - $540 in annual subsidies
- Tier 1 Customer with a 5/8” meter:
  - $144 subsidy applied to each bill
  - $864 in annual subsidies

Based on current MAP Water Utilities Bill subsidy customers the below table demonstrates the total subsidy costs with implementing the 50/30/20 Tier Subsidy Model.

Estimated Annual Customer Subsidy Costs for FY 2026-27:

Tier	FY 2026-27 (Bill Cycles 1 – 3)	FY 2026-27 (Bill Cycles 4 – 6)
Tier 1	$70,504	$72,898
Tier 2	$4,714	$4,857
Tier 3	-	-
Subtotals	$75,218	$77,755*
	FY 2026-27 Total	**$152,973**

*Seasonal increases in water consumption

MAP Water Utilities Subsidy Administrative Costs

Creating a subsidy discount structure beyond the existing flat rate discount is considered an enhancement to our current utility billing system (Cayenta). The one-time expense for the Cayenta developer to configure the proposed new subsidy structure, conducting system testing, deploy the new subsidy structure to the City utility billing system and reconfigure bill printing and reporting, are anticipated to cost up to $40,244, with staffing costs to support the deployment of $11,314 for a total estimated one-time expense of $51,558.

Ongoing administrative costs for staff to manage the subsidy program in both the Finance and Recreation and Community Services Departments are anticipated to be $43,000.

MAP Water Utility Bill Subsidy Funding

MAP water utility bill subsidies are funded through collected water utility bill late fees. These monies are captured in the City Utilities Subsidy Fund (Fund 109). The Fund 109 balance at the close of FY 2025 was $909,751. It is estimated that $321,500 will be collected annually in late fees in FY 2026 and in future fiscal years. Current expenditures to this account are the MAP water utility subsidy and a Mobile Home Park Sewer Rate Subsidy which sunsets in FY 2026-27.

With the Mobile Home Park Sewer subsidy phasing out in FY 2026-27 the mobile park user class will have reached a point of balance where the rates in FY 2027-28 fully recover the cost of providing sewer service. This multi-year "easing transition" was recommended by staff. Without this consideration, the mobile park user class would have faced a rate increase of 25% from FY 2024 to FY 2025.

The next rate study will not need to correct for this going forward so any rate increases will be the same for Single family residential, multi-family, and mobile homes.

This fund may be a resource in the future for utility rate stabilization purposes or to fund one-time capital projects. During the last rate study, City Council adopted sewer rate increases of 4% per year through FY 2027-28. Each percentage increase equates to approximately $270,000 in revenues.

Total Program Costs

Cost Type	FY 2026-27 (One-Time)	FY 2026-27 (Ongoing)
Customer Bill Subsidies		$152,973
Staff Support/Administration	11,314	43,000
Billing System Enhancement	$40,244	-
Total Program Cost	**$51,558**	**$195,973**

The proposed tiered subsidy program increase and administrative costs described above are within anticipated annual revenues for Fund 109; The level of any subsidy increase should also consider the City capacity to address evolving program and funding priorities over time; including additional mobile home park subsidies.

POLICY ALTERNATIVE(S):

Alternative 1 – Maintain the Existing Subsidy Limit

Pros: No additional fiscal impact; maintains fund balance flexibility.
Cons: Does not enhance financial assistance for current program participants.

Reason not recommended: Does not enhance financial assistance for residents.

FISCAL IMPACT:

The recommended action would result in a total fiscal impact to Fund 109 of $247,531 in FY 2026-27, comprising $51,558 in one-time costs and $195,973 in ongoing costs. One-time costs include $40,244 for the utility billing system enhancement to configure the new tiered subsidy structure and $11,314 in staff support for implementation activities such as system testing and configuration coordination. Ongoing costs include $152,973 in customer bill subsidies and $43,000 in staff administration across the Finance and Recreation and Community Services Departments. In subsequent fiscal years, the ongoing annual cost is estimated at $195,973, subject to changes in program enrollment and water consumption patterns.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The action is a fiscal activity of the City government or an action to create a City government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378. 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. Even if a project, the action is exempt from further CEQA review pursuant to Cal. Code Regs., tit. 14, § 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The action involves the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges 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 project is exempt pursuant to Cal. Code Regs., tit. 14, § 15273.

ATTACHMENT(S):
None

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution Appointing a Permanent City Attorney (Staff Contact: Jared Hernandez, Acting City Manager, 408-586-3059)**
Category:	Leadership and Support Services
Meeting Date:	2/17/2026
Recommendation:	(1) Adopt a resolution to appoint Christian M. Curtis as City Attorney; (2) Approve and authorize the Mayor to execute an employment agreement on behalf of the City; and (3) Authorize the Acting City Manager, or designee, to take such other actions as necessary and appropriate to carry out the purpose of this appointment.

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 City Attorney position became vacant on April 25, 2025.

On May 6, 2025, the City Council adopted Resolution 9415 appointing Assistant City Attorney Christopher Creech as Acting City Attorney. The current recruitment for City Attorney was launched in November 2025 by executive recruitment firm, WBCP, Inc. On January 19 and 23, 2026, interviews were conducted by the full City Council. On January 23, 2026, the City Council selected a candidate and provided direction and authority to the Acting City Manager to negotiate a contract for the permanent City Attorney.

ANALYSIS:

Following an extensive recruitment conducted by WBCP, Inc. and multiple rounds of interviews from a diverse and highly qualified applicant pool, the City Council selected Christian M. Curtis as its preferred candidate for City Attorney. Mr. Curtis brings extensive public-sector legal leadership experience advising cities and counties throughout Northern California. Most recently, he served as City Attorney for the City of Redding, a full-service city with a population exceeding 90,000 residents, where he advised the City Council and department heads on complex legal and operational matters, oversaw civil litigation, contracts, and risk management, and led a professional legal team. Prior to that role, Mr. Curtis held multiple senior legal leadership positions with the County of Mendocino, including County Counsel, where he advised the Board of Supervisors and county departments on a broad range of legal issues, oversaw civil litigation, juvenile dependency, and code enforcement matters, and managed a large, multidisciplinary legal staff. Mr. Curtis also brings private-sector experience from his practice at Curtis & Curtis, LLP, where he focused on advising public agencies on employment law, labor relations, public contracting, and open government requirements, and served as lead counsel in litigation involving constitutional and tort claims.

On behalf of the City Council, staff recommends the City Council adopt a resolution (Attachment A) appointing Christian M. Curtis as permanent City Attorney, approve and authorize the Mayor to execute an employment agreement on behalf of the City with the terms and conditions identified in the Employment Agreement (Attachment B), and authorize the Acting City Manager or designee to take such other actions as necessary and appropriate to carry out the purpose of this appointment.

Pursuant to Resolution 9415, Assistant City Attorney Creech is authorized to continue acting as City Attorney until such time as the permanent City Attorney assumes office.

POLICY ALTERNATIVE(S):
Alternative 1: Do not adopt the resolution to appoint a permanent City Attorney.

Pros: None.

Cons: The volume and complexity of the City legal workload require a fully staffed City Attorney's Office operating at full capacity. An interim or contracted arrangement does not position the office to meet the City's ongoing operational, litigation, and advisory needs on a sustainable and economic basis.

FISCAL IMPACT:
The starting annual salary for the City Attorney is $340,000 per annum effective upon appointment, as set forth in the Employment Agreement. The total fiscal impact of this position encompasses the base salary, customary benefits consistent with the City of Milpitas Unrepresented Handbook, and any additional economic benefits specified in the terms and conditions of the Employment Agreement.

Source of Funds			
	100 - General Fund	216 - Affordable Housing Community Benefit Fund	Total
Salary	$ 329,800	$ 10,200	$ 340,000
Benefits	157,512	4,872	162,384
Total Sources of Funds	**$ 487,312**	**$ 15,072**	**$ 502,384**

Use of Funds			
	100 - General Fund	216 - Affordable Housing Community Benefit Fund	Total
Salary	$ 329,800	$ 10,200	$ 340,000
Benefits	157,512	4,872	162,384
Total Uses of Funds	**$ 487,312**	**$ 15,072**	**$ 502,384**

The City Attorney position has been vacant since April 25, 2025, and sufficient vacancy savings have been generated in this fiscal year starting July 1, 2025, to fully absorb the remaining FY 2025-26 costs associated with this appointment. The Employment Agreement contemplates a start date of May 4, 2026. However, even in the event the permanent City Attorney were to commence service as early as the date of appointment on February 17, 2026, existing vacancy savings accumulated over approximately 7.5 months are sufficient to cover all salary and benefit expenditures through the end of the current fiscal year without requiring additional appropriation.

As reflected in the table above, the total estimated annual compensation for the City Attorney position is $502,384, comprising $340,000 in salary and $162,384 in benefits. These costs are allocated approximately 97% to the General Fund (Fund 100) and 3% to the Affordable Housing Community Benefit Fund (Fund 216), reflecting the direct legal advisory and oversight responsibilities associated with the administration of the Affordable Housing Community Benefit Fund activities. Ongoing salary and benefit costs will be incorporated into the FY 2026-27 Proposed Operating Budget and future annual budget processes, subject to City Council adoption and appropriation.

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

further CEQA review pursuant to Cal. Code Regs., tit. 14, § 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

ATTACHMENT(S):

(a) Resolution Appointing a Permanent City Attorney
(b) Employment Agreement
(c) Press Release

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPOINTING A PERMANENT CITY ATTORNEY

WHEREAS, the Milpitas City Attorney position became vacant on April 25, 2025; and

WHEREAS, on May 6, 2025, the City Council adopted Resolution No. 9415 appointing Assistant City Attorney Christopher Creech as City Attorney on an Acting Basis until such time as a permanent City Attorney is appointed and takes office or the Council takes further action; and

WHEREAS, the City desires to employ the qualified professional services of Christian M. Curtis as City Attorney of the City, as provided by the Milpitas Municipal Code and Sections 36505 and 41800 et seq. of the California Government Code; and

WHEREAS, the annual salary to be paid to Christian M. Curtis for performance of the City Attorney position is $340,000.00 per year; and

WHEREAS, Christian M. Curtis will receive all benefits and incentives which Unrepresented Miscellaneous Exempt employees receive unless waived; and

WHEREAS, Christian M. Curtis will also receive benefits as specified in his Employment Agreement.

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 appoints Christian M. Curtis as City Attorney effective immediately and subject to all stipulations articulated in the Employment Agreement between the City of Milpitas and the Employee. This appointment is at-will, without tenure of any kind, and shall continue until such time as the City Council at its sole discretion for any reason or for no reason chooses to revoke, suspend or otherwise modify this appointment.
3. The City Council hereby approves and authorizes the Mayor of the City of Milpitas to execute the Employment Agreement on behalf of the City in the form attached hereto as Exhibit A.
4. The City Council hereby authorizes the Acting City Manager, or designee, to take such other actions as necessary and appropriate to carry out the purpose of this appointment.

PASSED AND ADOPTED this 17th day of February 2026, 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

EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") is between the City of Milpitas, a municipal corporation (the "City" or "Employer") and Christian M. Curtis ("Employee"), collectively referred to as the "Parties" and individually and interchangeably as "Party." It is effective on the latest date next to the signatures on the last page ("Effective Date").

This Agreement is entered into on the basis of the following facts, among others:

A. The City desires to employ the qualified professional services of Employee as City Attorney of the City, as provided by the Milpitas Municipal Code and Sections 36505 and 41800 et seq. of the California Government Code.

B. Following a professional recruitment, and after interviewing several candidates, Employee was selected by the City Council to serve as City Attorney. The Employee represents that he has the necessary and specialized experience, skills, and expertise required to serve as the City Attorney and is willing and capable to begin such appointment as provided herein.

C. The City Council and Employee desire to establish a reasonable, professional and trustworthy employment relationship, subject to the terms and conditions set forth in this agreement pertaining to compensation and benefits, performance evaluations, and related matters.

BASED UPON THE FOREGOING, THE CITY AND EMPLOYEE AGREE AS FOLLOWS:

1. Employee Appointed.

The City appoints Employee as City Attorney, and Employee continues to accept the appointment and employment as of the Effective Date.

2. Duties of Employee.

Employee shall perform the duties established for the City Attorney by State law, the Milpitas Municipal Code, the City Attorney job description, the directions of the City Council, or as otherwise provided by law, ordinance, or regulation. The provisions of the Milpitas Municipal Code pertaining to the City Attorney and City Attorney job description, as may be amended from time to time, are attached

hereto as Exhibit A and are hereby made a part of this Agreement. The City Attorney retains authority over the personnel actions within his department.

(a) Full Energy and Skill. Employee shall faithfully, diligently, and to the best of Employee's abilities, perform all duties that may be required under this Agreement. Employee agrees that Employee has a duty of loyalty and a general fiduciary duty to the City. Employee shall devote the whole of Employee's working time, skill, experience, knowledge, ability, labor, energy, attention, and best effort exclusively to the City's business and affairs. Prior to undertaking any secondary activities for which Employee receives compensation, Employee shall disclose those activities to the Council.

(b) No Conflict. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of Employee's duties. Further, Employee shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City of Milpitas. The City acknowledges that Employee's spouse has a home business that may, from time to time, deliver to customers in Milpitas or may sell to wholesalers who may do business in Milpitas even though the business does not operate a physical presence within Milpitas. This home business does not violate this subsection.

(c) Outside Activities. Consistent with subdivision 2(a) above, the Employee's primary employment is with the City. Any outside activities for which the Employee receives compensation from a third party shall be disclosed, in advance, to the City Council. Employee is expected to take a personal leave (i.e., vacation time) for any outside activities of this nature.

3. Hours of Work.

The City Attorney is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligation of the City Attorney's position. The City Attorney does not have set hours of work. The City Attorney is expected to be reasonably available to the City Council at all times. It

is recognized that the City Attorney must devote a great deal of time to the business of the City outside the City's customary office hours, and to that end, the City Attorney's schedule of work each day and week shall vary in accordance with the work required to be performed and in accordance with any specific direction provided by the City Council.

4. Term.

The term of this Agreement shall be from the Effective Date through two (2) years from the date the Employee commences employment ("Start Date") – currently contemplated to be May 4, 2026 unless otherwise approved by the City Manager and Employee in writing – unless terminated earlier by either Party in accordance with the provisions set forth in Section 12, or unless extended as authorized by this Section. The City Council shall meet annually on or around each anniversary of the Start Date to consider an extension to the Agreement. Employee is responsible for properly and timely seeking agendization of this meeting.

5. City Council Commitment.

The City Council shall abide by all provisions of the City Municipal Code regarding the administration of personnel issues, with a copy of the relevant provisions of the City's Municipal Code, as may be amended from time to time, attached hereto as Exhibit A.

6. Evaluations.

In the first year of the term of this Agreement, the City Council shall conduct an evaluation of Employee's performance within 60 days of the Start Date to establish working relationships, norms, opportunities to be successful, and goals for the coming year, then followed on a six-month basis for the first year of the Agreement and annually thereafter. The second six-month evaluation shall be conducted within 60 days of the anniversary of the Start Date. The City Council shall conduct an evaluation of Employee's performance and provide guidance and direction in accordance with specific criteria developed by the City Council. At the time of Employee's annual performance evaluation, Employee may be eligible to receive an increase in Base Salary, as determined by the City Council in its sole discretion. Employee may be eligible for the first increase on Employee's first anniversary date, and then annually

dependent on a performance evaluation to precede any consideration of a salary adjustment. Employee is not automatically entitled to any increase, which is subject to the sole discretion of the Council. Employee is responsible for properly and timely agendizing these established evaluations. In addition to an established evaluation, the Council has discretion to provide Employee with an evaluation of performance at other times chosen by the Council, which Employee is responsible for properly and timely agendizing.

7. Compensation.

(a) Base Salary. Notwithstanding any contrary language in Exhibit A, Employee shall receive the annual Base Salary of Three Hundred and Forty Thousand Dollars ($340,000), payable on a pro-rata basis in the same manner as a full-time City employees, and subject to all applicable payroll taxes and withholdings. The salary and benefits contained herein shall commence as of the Start Date.

(b) COLA Adjustments/Compaction. Whenever a cost of living adjustment or other non-merit based salary increase is provided to other miscellaneous unrepresented executive staff, the City Council shall consider whether it is reasonable and appropriate to grant the highest cost of living increase received by any miscellaneous unrepresented employee groups to the Employee's Base Salary to avoid compaction and maintain a buffer of 10% minimum between the Employee's Base Salary and the next highest salary for miscellaneous unrepresented executive staff in the City Attorney's Office. No salary adjustment is guaranteed but is subject to the discretion of the City Council.

Reduction in Salary or Benefits. If the City reduces the Employee's Base Salary, or any benefit described in Sections 8 to 11 of this Agreement, in a percentage that is greater than the average reduction of all miscellaneous unrepresented executive staff, which action shall constitute a termination of this Agreement without Cause under Section 12 of this agreement.

8. Regular Benefits and Allowances.

Employer agrees to provide and pay the City allowance for vision, dental, and comprehensive medical health insurance for Employee and his/her dependents, if any, equal to that which is provided to all other full-time miscellaneous unrepresented Executive Staff of Employer. The City contribution toward health insurance shall be equal to that which is provided to all other miscellaneous unrepresented executive staff of Employer as specified in the applicable Unrepresented Employee Benefit Handbook, last revised August 2025, or any amendment thereto or replacement thereof ("Benefit Handbook"). Similarly, Employee shall receive short-term and long-term disability insurance coverage while this Agreement is in force, subject to any contributions required of unrepresented miscellaneous unrepresented executive staff.

9. Deferred Compensation.

As part of Employee's annual base compensation, City agrees to provide a Section 457 deferred compensation program and to pay into such a program for Employee's benefit monthly, an amount equal to that for miscellaneous unrepresented Executive Staff as provided in the Benefit Handbook commencing upon the Start Date.

10. Retirement Benefits.

Employer agrees to enroll Employee into the California Public Employees Retirement System ("CalPERS") consistent with other City employees.

11. Additional Benefits and Allowances.

In addition to the benefits already specified in this Agreement, employee shall receive the same benefits afforded to Miscellaneous Unrepresented Executive Staff in the Benefit Handbook, including and not limited to:

(a) Vacation; Sick Leave

(i) Vacation. Employee shall accrue and be eligible to use vacation days in accordance with the City's established vacation policy for Unpresented Miscellaneous Employees as provided in the Benefit Handbook.

(ii) Sick Leave. Employee shall be entitled to use and accrue sick leave in accordance with established City policy for Unpresented Miscellaneous Employees as provided in the Benefit Handbook.

(b) Automobile. Employee shall receive a monthly vehicle allowance of five hundred fifty dollars ($550.00) per month, for automobile trips which shall be equal to that which is provided to all other miscellaneous unrepresented Executive Staff of Employer as specified in the Benefit Handbook.

(c) Cellular Phone. Employee shall receive a City cell phone for City work purposes.

(d) Professional Development. Employer expects the Employee to continue to develop the professional technical and leadership skills and knowledge necessary to serve as City Attorney. To that end, Employee is expected to continue membership with the California State Bar Association. Employee is expected to attend state or regular conferences, trainings, and other educational opportunities to continue to hone the skills consistent with the City Attorney job description and to maintain licensure as an attorney for the State of California. The City will allow Employee reasonable time away to participate in these professional development opportunities and Employer shall pay for these training opportunities, including California State Bar Association Annual Membership, subject to City Council's budget approval and in accordance with establish City policies.

Relocation Benefits. Employee will receive a one-time payment of $10,000 for relocation expenses on the first payroll after the Start Date, less all applicable taxes and withholdings. If Employee resigns from the City voluntarily for any reason or is terminated by the City for Cause (as defined hereafter) on or prior to the first anniversary of the Start Date, Employee will be responsible to repay to the City 100% of the relocation one-time payment ($10,000) less applicable taxes within thirty (30) days following separation from employment.

12. Termination of Employment.

(a) No Property Interest/Cause Defined. Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee's employment as City Attorney. Employee understands and agrees that Employee works at the will and pleasure of the City Council and that Employee may be terminated, or asked to resign, at any time, with or without Cause, by a majority vote of its members. Notice of termination shall be provided to the City Attorney in writing. As used in this Agreement, Cause shall only mean any of the following:

(i) Conviction of, or plea of guilty or *nolo contender* to, any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the City or on the Employee's reputation;

(ii) Proven failure of the Employee to observe or perform any of his duties and obligation, if that failure continues for a period of thirty (30) business days from the date of his receipt of notice from the City Council specifying the acts or omissions deemed to amount to that failure;

(iii) Conviction of any crime involving an "abuse of office or position", as that term is defined in California Government Code Section 53243.4;

(iv) Repeated failure to carry out a directive or directives of the City Council made by the City Council as a body at a Brown Act compliant meeting; and

(v) Any grossly negligent action or inaction by Employee that materially and adversely: (a) impedes or disrupts the operations of City or its organizational units; (b) is detrimental to employees or public safety, or (c) violates the City's properly-established rules or procedures.

(b) Termination Following City Council Election. No action by the City Council to terminate Employee, other than for Cause, will be made within six (6) months immediately following a City Council election. Nothing in this subsection alters the "at will" state of Employee's employment

with the City or limits the City Council's authority to consider modification or extension of this Agreement or other action short of termination.

(c) Notice Required of Employee. Employee may voluntarily terminate employment at any time giving not less than sixty (60) days' notice. The notice must provide a definitive date upon which the Employee is voluntarily terminating the contract and, once submitted to the City Council, may not be changed without the consent of the City Council.

(d) Severance Pay. If Employee is asked to resign or is terminated without Cause, then Employee shall be eligible to receive a cash payment equivalent to the sum of Employee's then-current monthly salary multiplied by six (6) and the cash value, as determined by the City, of Employee's monthly non-salary COBRA-eligible benefits multiplied by six (6). Any severance benefits paid shall be subject to state law requirement codified by California Government Code Section 53260. This cash payment will be made on a pro-rated, monthly basis over the number of months involved, subject to termination of the severance requirement set forth below. Employee shall also be paid for any accrued, but unused, vacation. In the event of termination or resignation from employment or the non-renewal of this Agreement, sick leave upon termination shall be treated in accordance with the Benefit Handbook. Eligibility for such severance payment is expressly conditioned upon Employee's execution of (i) a waiver and release of any and all of Employee's claims against City, and (ii) a covenant not to sue. All normal payroll taxes and withholdings as required by law shall be made with respect to any amounts paid under this section. Employee expressly agrees to provide notice to the City within two (2) business days of accepting employment elsewhere, and the City's obligation to pay any severance benefit to Employee shall terminate upon Employee's acceptance of such alternative employment.

(e) Ineligibility for Severance under Certain Conditions. If the termination of the Employee is for Cause (as defined above) or if Employee voluntarily resigns, Employee is not eligible for and will not receive any severance. If Employee is terminated without Cause, then Section 7(d) above shall control.

(f) Communications Upon Termination. In the event that Employer terminates the Employee for any reason or no reason, the Employer and Employee agree to undertake reasonable efforts to issue a joint press release or statement, the content of which is mutually agreeable to the Employer and Employee. The joint press release or statement shall not contain any text or information that is reasonably considered to be disparaging to either Party. For purposes of this subdivision only, "Party" additionally includes City Council members in the office at the time of termination and miscellaneous unrepresented executive employees. If the Parties are able to agree on a joint statement, any Party may verbally repeat the substance of the joint press release or statement in response to any inquiry.

\ \ \

13. Statutory Requirements.

This agreement shall be deemed to incorporate by reference the provisions of Sections 53243 *et seq.* of the California Government Code, as it may be amended or renumbered.

14. Payment of Expenses of Employment.

The City shall pay for the following usual and customary expenses:

(a) The cost of any fidelity or other bonds required by law for the City Attorney.

(b) Subject to Section 12 of this Agreement, the cost to defend and indemnify Employee as required by the California Government Claims Act (Government Code § 810 *et seq*.) or otherwise. City will determine, in its sole discretion, whether to compromise and settle any such claims or suit against Employee and the amount of any settlement or judgement rendered thereon.

(c) Subject to budget approval, the cost of attending conferences or other events (i.e. out-of-town meetings, professional memberships, and seminars, etc.) necessary for the proper discharge or Employee's duties. The City will not reimburse Employee of any expenses related to membership in service clubs, and will not encourage or require service club membership.

15. Miscellaneous.

(a) Notices. Notices given under this Agreement shall be in writing and shall be:

(i) Served personally; or

(ii) Sent by facsimile (provided a hard copy is mailed within one (1) business day); or

(iii) Delivered by first-class United States mail, certified, with postage prepaid and a return receipt requested; or

(iv) Sent by Federal Express, or some equivalent private overnight delivery service.

Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in the United Stated mail, postage prepaid. Notices shall be directed to the addresses shown below, provided that a Party may change such Party's address for notice by giving written notice to the other Party in accordance with this subsection.

EMPLOYER:	EMPLOYEE:
City of Milpitas	Christian M. Curtis
Attn: Mayor	Attn: City Attorney
455 E. Calaveras Blvd.	455 E. Calaveras Blvd.
Milpitas, CA 95035	Milpitas, CA 95035

(b) Compliance with Government Code §§53243, 53243.1, & 53243.2. If Employee is convicted of a crime involving an abuse of the Employee's office or position, all of the following shall apply:

(i) If Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse the City for such amounts paid;

(ii) If the City pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is not generally required to pay for criminal defense), Employee shall be required to fully reimburse City such amounts paid;

(iii) If this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the City shall be fully reimbursed to the City or void if not yet paid to Employee; and

(iv) For this subsection, "abuse of office or position" means either (1) and abuse of public authority, include waste, fraud, and violations of the law under color or authority, or (2) a crime against public justice, including but not limited to a crime described in Title 7 (commencing with Section 92) or Part 1 of the California Penal Code.

(c) Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the Parties as to those matters contained in it and supersedes any and all prior or contemporaneous agreements, representation, and understanding of the Parties. This Agreement may be amended at any time by mutual agreement of the Parties, but any such amendment must be in writing, dated, and signed by the Parties and attached hereto.

(d) Attorney's Fees. If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover his or its attorney's fees and costs. Nothing in this subsection shall be read to prevent the Parties from agreeing to some alternative method of dispute resolution.

(e) Severability. In the event any portion of this Agreement is declared void, such be severed from this Agreement and the remaining provision shall remain in effect unless the result of that severability would be to substantially alter this Agreement or the obligation of the Parties, in which case this Agreement shall be immediately terminated.

(f) Waiver. Any failure of a Party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed, and dated by the Parties.

(g) Representation by Counsel. The Parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligation resulting from signing this Agreement.

(h) Neutral Interpretation. The Parties agree that the terms of this Agreement resulted from arm's length negotiation between them and is not a contract of adhesion. This Agreement will be

interpreted neutrally as if both Parties jointly drafted and prepared all provisions and will not be construed in favor or against either Party by reason of actual authorship.

(i) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and City agree that the venue for any dispute shall be in Santa Clara County, California.

(j) Section Headings. The headings on each of the sections and subsections of this Agreement are for the convenience of the Parties only and do not limit or expand contents of any such section or subsection.

(k) No Assignment. Employee may not assign this Agreement in whole or in part.

(l) Execution Electronically and in Counterparts. This Agreement may be executed electronically and/or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, facsimile, or electronic transmission of the Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR AGREEMENT FOR EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MILPITAS AND CHRISTIAN M. CURTIS

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement effective as of the date last written below (the Effective Date as defined in the Agreement).

Dated: _____ CITY OF MILPITAS

By _____

Carmen Montano, Mayor

Dated: _____ EMPLOYEE

By _____

Christian M. Curtis

Approved as to Form:

_____

Christopher Creech, Acting City Attorney

EXHIBIT A

Excerpts Milpitas Municipal Code and City Attorney Job Description

MILPITAS MUNICIPAL CODE

Title VI
PERSONNEL

Chapters:

VI-1	City Manager	419
VI-3	Departments, Assignments and Appointments	423
VI-10	Public Safety Dispatcher Training and Selection	424.1
VI-101	Personnel System	425
VI-102	Provisions for Reducing City Work Force	430

Chapter 1 CITY MANAGER

Section 1 Establishment

The office of City Manager and the City Manager form of government is hereby established in the City of Milpitas pursuant to the provisions of Section 34851a et seq., of the Government Code of the State of California.

(Ord. 63 (part), 8/20/57)

Section 2 Duties and Responsibilities

VI-1-2.01 Manager Responsible to the Council

The City Manager shall be the chief executive officer of the City Council of the City of Milpitas and shall act as the agent for and on behalf of the Council in the discharge of its administrative functions. He shall be responsible to the City Council for the administration of all affairs of the City except as otherwise provided herein.

(Ord. 63 (part), 8/20/57)

VI-1-2.02 Manager Shall Attend All City Council Meetings and Make Reports

The City Manager shall attend all regular and special meetings of the City Council. He shall report to the Council as requested by the City Council and as he deems necessary. He shall keep the Council advised of the financial condition and future needs of the city and shall make such recommendations as he may deem desirable.

(Ord. 63 (part), 8/20/57)

VI-1-2.03 Appointment and Removal of Employees by Manager

The City Manager shall be the "appointing officer" of the City, and shall have the power to appoint and dismiss all subordinate appointive officers and employees, subject to the provisions of the City's Municipal Code. Provided, however, that the provisions of this Section shall not apply to the City Attorney.

(Ord. 52.5 (part), 11/18/97: Ord. 63 (part), 8/20/57)

VI-1-2.04 Council Dealing with Administrative Staff through City Manager

Except for purposes of inquiry, the City Council and its members shall deal with the administrative staff solely through the City Manager.

(Ord. 63 (part), 8/20/57)

VI-1-2.05 Preparation and Administration of the Budget

The City Manager shall prepare the budget annually and submit it to the City Council, and he shall be responsible for its administration after adoption. He shall supervise the expenditures of and act as the purchasing agent for all the departments, divisions and services of the city government. The City Manager shall prepare and submit to the City Council a complete report as of the end of each fiscal year on the finances and administrative activities of the City during the preceding year.

(Ord. 63 (part), 8/20/57)

VI-1-2.06 Performance of Other Duties

The City Manager shall perform such other duties as are consistent with this chapter and as may be prescribed by ordinance, resolution, or order of the City Council.

(Ord. 63 (part), 8/20/57)

VI-1-2.07 Designation of Administrative Officer when Manager is Absent or Disabled

The City Manager may designate in writing a qualified administrative officer of the City to perform his duties during his temporary absence or disability. In the event of the failure of the City Manager to make such designation, the Council may by resolution appoint an officer of the City to perform the duties of the City Manager until he shall return or his disability shall cease.

(Ord. 63 (part), 8/20/57)

VI-1-2.08 Creation of Departments and Subdivisions

The work of the city government may be distributed among such departments, divisions, and services thereof as may be established by ordinance of the City Council upon recommendation of the City Manager. Pending the passage of an ordinance distributing such work, the Manager may establish temporary departments, divisions, and services.

(Ord. 63 (part), 8/20/57)

VI-1-2.09 Furnishing Bond

The City Manager shall furnish a bond to the City of Milpitas conditioned upon the faithful performance of his duties in a penal sum and with such corporate surety as the Council may require. The premium for said bond shall be paid by the City of Milpitas.

(Ord. 63 (part), 8/20/57)

VI-1-2.10 Appointment and Removal

The City Manager shall be appointed by a majority of the City Council and shall serve until he or she is removed by a majority of the members or until his or her resignation.

(Ord. 52.4, 2/2/93; Ord. 63 (part), 8/20/57)

VI-1-2.11 Notice of Resignation

The City Manager may resign from his position upon at least thirty (30) days' notice in writing to the City Council.

(Ord. 63 (part), 8/20/57)

VI-1-2.12 Compensation

The compensation, annual leave, sick leave and other recompense of the City Manager and perquisites of his office shall be as determined by order or resolution of the City Council.

(Ord. 63 (part), 8/20/57)

VI-1-2.13 Assigning Additional Duties

Wherever any order, resolution or ordinance of the City Council of the City of Milpitas has heretofore or hereafter assigned any power or duty or granted any right or privilege to the City Administrator of the City of Milpitas, the City Manager of the City of Milpitas shall be empowered and shall be assigned said power or duty and shall be granted said right or privilege.

(Ord. 63 (part), 8/20/57)

VI-1-2.14 Signatures.

The City Manager and his or her designee, upon approval of the City Council, shall have the authority to sign and execute the following instruments:

(a) All warrants drawn on the City Treasury.

(b) All written contracts and conveyances made or entered into by the City.

(c) All instruments requiring the City seal.

(Ord. 63.2, 6/15/99)

Section 3 Transfer of Duties to City Manager

VI-1-3.01 City Clerk

Pursuant to the provisions of Section 34004 of the Government Code of the State of California, the City Council of the City of Milpitas does hereby transfer from the City Clerk of the City of Milpitas to the City Manager of the City of Milpitas, any duty imposed upon said Clerk by any law of the State of California or any rule or regulation adopted under the authority of any such law except as hereinafter provided, and any duty imposed upon the City Clerk by any ordinance or resolution of the City of Milpitas, or any rule or regulation adopted under the authority of any ordinance or resolution of the City of Milpitas except as hereinafter provided:

(Ord. 52.2, 1/16/63)

3.01-1 Exception: The City Clerk may sign and execute any evidence of indebtedness, bond, indenture, or document specified by law or contract to be signed or executed by the City Clerk in connection with the issuance, sale or redemption of bonds, and evidences of indebtedness, and the qualification for or acceptance of grants, the proceedings for the authorization or incurring of which have been conducted by, or pursuant to the authority of the City Council.

(Ord. 52.2, 1/16/63)

3.01-2 Exception: The City Clerk shall have concurrent authority (with the City Manager) to administer oaths or affirmations and take and certify affidavits and depositions pertaining to city affairs and business pursuant to the authority granted by 40814 of the Government Code of the State of California.

(Ord. 52.2, 1/16/63)

VI-1-3.02 Treasurer

Pursuant to the provisions of 34004 of the Government Code of the State of California, the City Council of the City of Milpitas does hereby transfer from the City Treasurer of the City of Milpitas to the City Manager of the City of Milpitas, any duty imposed upon said Treasurer by any law of the State of California or any rule or regulation adopted under the authority of any such law except as hereinafter provided, and any duty imposed upon the City Treasurer by any ordinance or resolution of the City of Milpitas, or any rule or regulation adopted under the authority of any ordinance or resolution of the City of Milpitas except as hereinafter provided:

(Ord. 52.2, 1/16/63)

3.02-1 Exception: The City Treasurer may continue to sign voucher checks of the City of Milpitas to the extent granted by resolution of the City Council enacted under authority of 37203 of the Government Code.

3.02-2 Exception: The City Treasurer may sign and execute any evidence of indebtedness, bond, indenture, or document specified by law or contract to be signed or executed by the City Treasurer in connection with the issuance, sale or redemption of bonds, and evidences of indebtedness, and the qualification for or acceptance of grants, the proceedings for the authorization or incurring of which have been conducted by, or pursuant to the authority of, the City Council.

(Ord. 52.2, 1/16/63)

VI-1-3.03 Performance of Duties Transferred

It shall be the duty of the City Manager to perform such duties as have been transferred to him, pursuant to the provisions of this section.

(Ord. 52.2, 1/16/63)

VI-1-3.04 City Manager Empowered to Appoint Clerk and Treasurer

Pursuant to the provisions of Section 36510 of the Government Code of the State of California, the City Manager of the City of Milpitas is hereby empowered to appoint the City Clerk and the City Treasurer.

(Ord. 52.3, 9/18/73)

Section 4 Employment Contracts

VI-1-4.00

Nothing herein contained shall be construed to prevent the City Council from entering into a written contract of employment with the City Manager. Said contract may, in addition to such other provisions as shall not be in conflict with the provisions of this Chapter, provide for severance pay to the City Manager in the event his employment is terminated by City. No contract of employment, however, shall exceed a term of four years. No contract of employment shall contain any provision inconsistent with the provisions of this Chapter.

(Ord. 63.1, 9/5/78)

VI-1-4.01 Declaratory of Existing Law

The Council finds and determines that the provisions of this Section VI-1-4.00 are declaratory of existing law and do not constitute a change in said law.

(Ord. 63.1, 9/5/78)

Chapter 3 DEPARTMENTS, ASSIGNMENTS AND APPOINTMENTS

VI-3-1.00 Establishment of Departments of City

Pursuant to the provision of Section VI-1-2.08 of the Milpitas Municipal Code, the work of the City government shall be distributed among the following departments of the City:

A. City Manager;

B. City Attorney;

C. Finance;

D. Human Resources;

E. Information Technology;

F. Planning;

G. Public Works;

H. Police;

I. Fire; and

J. Recreation and Community Services.

(Ord. No. 315, § 2, 1/7/25; Ord. No. 301, § 19, 8/20/19; Ord. No. 197.14, § 1, 6/6/17; Ord. No. 197.13, § 2, 6/2/15; Ord. No. 197.12, § 2, 6/5/12; Ord. No. 197.11, § 2, 6-16-09; Ord. 197.10 (1), 6/19/07: Ord. 197.9, 6/6/06: Ord.

197.7, 7/3/01: Ord. 197.6, 9/5/95: Ord. 197.5, 3/21/95: Ord. 197.4, 5/4/94: Ord. 197.3 (A), 8/5/86: Ord. 197.2, 3/16/79; Ord. 197.1 (part), 9/5/78)

VI-3-2.00 Divisions and Distribution of Work

Subject to other provisions of law, the work of the City government shall be assigned to such departments and such divisions within such departments as the City Manager shall establish and determine. In addition to the general functions of the City Manager's Office, the Offices of the City Clerk, Communications, Building Safety, Housing and Economic Development are included as part of the City Manager's Office.

(Ord. No. 315, § 2, 1/7/25; Ord. 197.1, 9/5/78)

VI-3-3.00 Appointment and Removal of Department Heads

The City Manager shall appoint, and at his or her pleasure may dismiss, all City Department Heads. The City Manager's power to appoint and dismiss as described in this Ordinance may not be amended or limited, except as expressly imposed by formal action of the City Council.

(Ord. 52.5 (part), 11/18/97: Ord. 197.1 (part), 9/5/78)

VI-3-4.00 Severance Payments for Specified "At-Will" Positions

1. **Application.** The ordinance codified in this Section shall permit the payment of severance to City employees serving in any of the following positions on an "at-will" (i.e., exempt) basis: Department Heads; Building Official; and City Engineer (hereafter "qualifying positions").

2. Severance Schedule. In exchange for a general release in a form subject to approval by the City Attorney, the City Manager may grant severance pay pursuant to this Section on the following schedule. Severance pay shall be based on an employee's base salary at the time of separation and is subject to all applicable withholding as determined by the City or appropriate taxing authorities:

   For employees with up to one year of City service in a qualifying position: Four weeks' salary.

   For employees with greater than one year, but no more than five years, of City service in a qualifying position: Four weeks' salary, plus two weeks' salary for each additional year of City service in a qualifying position (maximum twelve weeks' salary).

   For employees with greater than five years of City service in a qualifying position: Twelve weeks' salary, plus one week's salary for each additional year of City service in a qualifying position not to exceed a total of four additional weeks' salary.

3. Criteria and Administration.

   (a) The maximum amount of severance payable under this Section sixteen weeks' salary. The minimum City service required in a qualifying position in order to receive this amount is nine years.

   (b) A year of City service means at least 2080 hours during a twelve-month period in a paid status.

   (c) Severance payments under this Section shall not be paid until after the City Attorney approves the release and after any statutory waiting periods have expired (e.g., the seven-day waiting period under the ADEA).

   (d) Severance payments may be made under this Section only after an employee is dismissed without cause or is laid off. Employees who voluntarily resign, retire, or who are dismissed "for cause" are ineligible for severance payments made under this section. Dismissal "for cause" includes any dismissal made for reasons of fraud, dishonesty, insubordination, theft, misappropriation or misuse of City

property, excessive absenteeism, actions prohibited by the City's anti-discrimination policies, or conduct that would constitute a crime. The City Manager shall have the discretion to determine whether dismissals are "for cause" under this section.

(Ord. No. 315, § 2, 1/7/25; Ord. 197.8, 6/4/02)

Chapter 10 PUBLIC SAFETY DISPATCHER TRAINING AND SELECTION

VI-10-1.00 Purpose

The City of Milpitas declares that it desires to qualify to receive aid from the State of California under the provisions of Section 13522, Chapter 1, of Title 4, Part 4, of the California Penal Code.

(Ord. 235 (part), 4/3/90)

VI-10-2.00 State Standards

Pursuant to Section 13510(c), Chapter 1, the City of Milpitas will adhere to standards for recruitment and training established by the California Commission on Peace Officer Standards and Training (POST).

(Ord. 235 (part), 4/3/90)

VI-10-3.00 Adherence to Standards

Pursuant to section 13512, Chapter 1, the Commission and its representatives may make such inquiries as deemed appropriate by the Commission to ascertain that the City of Milpitas public safety dispatcher personnel adhere to standards for selection and training established by the Commission on Peace Officer Standards and Training.

(Ord. 235 (part), 4/3/90)

Chapter 101 PERSONNEL SYSTEM

[Section 1. Adoption of Personnel System]

VI-101-1.00 Adoption of Personnel System

In order to establish an equitable and uniform procedure for dealing with personnel matters; to attract to municipal service the best and most competent persons available; to assure that appointments and promotions of employees will be based on merit and fitness as determined by competitive test; and to provide a reasonable degree of security for qualified employees, the following personnel system is hereby adopted.

(Ord. 111.8 (C)(part), 4/17/90; Ord. 111 (part), 8/6/63)

[Section 2. Personnel Officer]

VI-101-2.00 Personnel Officer

VI-101-2.01 Duties and Responsibilities

The City Manager shall be ex-officio personnel officer. The City Manager may delegate any of the powers and duties as personnel officer under this Chapter to any other officer or employee of the City or may recommend that such powers and duties be performed under contract as provided in Section VI-101-15 of this Chapter. The Personnel Officer shall:

2.01-1 Administer all the provisions of this Chapter and of the personnel rules not specifically reserved to the Council.

2.01-2 Prepare and recommend to the Council revisions and amendments to the personnel rules. The City Attorney shall approve the legality of such revisions and amendments prior to their submission to the Council.

2.01-3 Prepare a position classification plan, including class specifications, and revisions of the plan. The plan, and any revisions thereof, shall become effective upon approval by the Council.

2.01-4 Prepare a plan of compensation, and revisions thereof, covering all classifications in the competitive service. The plan, and any revisions thereof, shall become effective upon approval by the Council.

(Ord. 111.8 (C)(part), (D), 4/17/90: Ord. 111 (part), 8/6/63)

[Section 3. Competitive Service]

VI-101-3.00 Competitive Service

The provisions of this Chapter shall apply to all offices, positions, and employments in the service of the City, except the following "exempt" positions.

(Ord. 111.8 (C)(part), 4/17/90; Ord. 111 (part), 8/6/63)

VI-101-3.01 Positions Exempt from Competitive Service

3.01-1 All elected officials.

3.01-2 Members of appointive boards, commissions and committees.

3.01-3 Persons engaged under contract to supply expert, professional or technical services for a definite period of time.

3.01-4 Volunteer personnel, such as volunteer firemen, who receive no regular compensation from the City.

3.01-5 The City Attorney, the City Clerk, and City Treasurer.

3.01-6 The City Manager and Assistant City Manager.

3.01-7 Department Heads, Directors, Division Heads and other employees with significant responsibility for formulating and administering City policies and programs.

(Ord. 111.8 (C)(part), (E), 4/17/90: Ord 111.2, 6/22/70; Ord. 111 (part), 8/6/63)

[Section 4. Adoption of Rules]

VI-101-4.00 Adoption of Rules

Personnel rules, prepared by the City Manager subject to this Chapter and to revision by the Council, shall be adopted, and may be amended from time to time, by resolution of the Council. The rules shall establish specific procedures and regulations governing the following phases of the personnel system:

(Ord. 111.8 (C)(part), 4/17/90; Ord. 111 (part), 8/6/63)

VI-101-4.01 Coverage of Such Rules

4.01-1 Preparation, installation, revision, and maintenance of a position classification plan covering all positions in the competitive service, including employment standards and qualifications for each class.

4.01-2 Preparation, revision, and administration of a plan of compensation directly correlated with the position classification plan, providing a rate or range of pay for each class.

4.01-3 Public announcement of all tests and the acceptance of applications for employment.

4.01-4 Preparation and conduct of tests and the establishment and use of resulting employment lists containing names of persons eligible for appointment.

4.01-5 Certification and appointment of persons for employment lists, and the making of temporary and emergency appointments.

4.01-6 Transfer, promotion, demotion, and reinstatement of employees in the competitive service.

4.01-7 Separation of employees from the City service through lay-off, suspension, and dismissal.

4.01-8 Standardization of hours of work, attendance and leave regulations, working conditions and the development of employee morale, welfare, and training.

4.01-9 Suitable provision for orderly and equitable presentations to the City Manager and to the City Council by employees relating to general conditions of employment.

4.01-10 Content, maintenance, and use of personnel records and forms.

4.01-11 Not codified.

4.01-12 Any other procedures and regulations necessary to carry out the provisions of this Chapter.

(Ord. 111.8 (C)(part), 4/17/90; Ord. 111 (part), 8/6/63)

[Section 5. Appointments]

VI-101-5.00 Appointments

VI-101-5.01 Competitive

Examinations

Appointments to vacant positions in the competitive service shall be made in accordance with the personnel rules. Appointments and promotions shall be based on merit and fitness to be ascertained so far as practicable by competitive examinations. Examinations shall not be required for the reinstatement of employees to the same or

comparable class, for which they are qualified and from which they were separated as a result of resignation in good standing or reduction in force.

Provided however, the City Council shall be entitled to establish preference in the competitive examination procedure for veterans of the United States armed forces as defined by and under rules and regulations adopted by the City Council by resolution.

(Ord. 111.8 (C)(part), 4/17/90; Ord. 111.7, 2/18/86; Ord. 111 (part), 8/6/63)

VI-101-5.02 Power to Make Appointments

Appointments shall be made by the City Council, City Manager, Department Heads, Personnel Officer or the officer in whom the power to make appointments is vested by law.

(Ord. 111.8 (C)(part), (F), 4/17/90: Ord. 111 (part), 8/6/63)

VI-101-5.03 Temporary appointment

In the absence of appropriate employment lists, a temporary appointment may be made in accordance with the Personnel Rules.

(Ord. 111.8 (C)(part), 4/17/90; Ord. 111 (part), 8/6/63)

VI-101-5.04 Emergency appointments

Emergency appointments shall be made in accordance with state law and the personnel rules.

(Ord. 111.8 (C)(part), 4/17/90; Ord. 111 (part), 8/6/63)

Section 6 Probationary Period

All regular appointments, including promotional appointments, shall be for a probationary period of not less than six months.

(Ord. 111.8 (C)(part), 4/17/90; Ord. 111 (part), 8/6/63)

Section 7 Status of Present Employees

VI-101-7.01 Exemption From Qualifying

Any person holding a position included in the competitive service who, on the effective date of this Chapter, shall have served continuously in such position for a period equal to the probationary period prescribed in the rules for his class, shall assume regular status in the competitive service in the position held on such effective date without qualifying test, and shall thereafter be subject in all respects to the provisions of this Chapter and the personnel rules.

(Ord. 111.8 (C)(part), 4/17/90; Ord. 111 (part), 8/6/63)

VI-101-7.02 Present Employee in Probationary Period

Any other persons holding positions in the competitive service shall be regarded as probationers who are serving out the balance of their probationary periods as prescribed in the rules before obtaining regular status. The probationary period shall be computed from the date of appointment or employment.

(Ord. 111.8 (C)(part), 4/17/90; Ord. 111 (part), 8/6/63)

Section 8 Applicability of Rules to Certain Exempt Positions

The provisions of the personnel rules relating to attendance and leaves shall apply to the incumbents of full-time exempt positions.

(Ord. 111.8 (C)(part), 4/17/90; Ord. 111 (part), 8/6/63)

Section 9 Appointments Subject to Ordinance

The City Council, City Manager, and any other officer in whom is vested the power to appoint, make transfers, promotions, demotions, reinstatements, lay-offs, and to suspend or dismiss employees, shall retain such power, subject to the provisions of this chapter and the personnel rules.

(Ord. 111.8 (C)(part), 4/17/90; Ord. 111 (part), 8/6/63)

Section 10 Suspension

Any person holding a position or employment in the competitive service shall be subject to disciplinary suspension without pay by the appointing power, provided that such suspensions are in accordance with the provisions of this chapter and the personnel rules relating to appeals procedure.

(Ord. 111.8 (C)(part), 4/17/90; Ord. 111 (part), 8/6/63)

Section 11 Right of Appeal

Except as otherwise provided in a Memorandum of Understanding approved by the City Council, any employee shall have the right to appeal any disciplinary action, suspension, demotion, reduction or alleged violation of the personnel ordinance or rules. The administration of appeals shall be governed by the personnel rules.

(Ord. 111.8 (C)(part), (G), 4/17/90: Ord. 111.7 (part), 1/6/87: Ord. 111 (part), 8/6/63)

Section 12 Improper Political Activity

Any person holding an office or employment in the competitive service shall not:

(a) Deleted by Ord. 111.3.

(b) During hours of work, or when dressed in the uniform required in any department of the City government or when wearing any City insignia required or permitted in any department of the City government or while identifying himself as an officer or employee of the City of Milpitas, participate in any City, District, County, State, Federal or other political activity or participate in any nomination, campaign or election (except as expressly authorized by the City Manager of City.)

(c) Use his office or employment or title or City uniform or City insignia in connection with any City, District, County, State, Federal or other political activity or in connection with any nomination, campaign or election (except as expressly authorized by the City Manager).

(Ord. 111.8 (C)(part), 4/17/90; Ord. 111.3, 6/18/74; Ord. 111.1, 5/28/68; Ord. 111 (part), 8/6/63)

Section 13 Activities Not Affected

This chapter does not prevent any officer or employee from:

(a) Becoming or continuing to be a member of a political club or organization.

(b) Attendance at a political meeting.

(c) Enjoying entire freedom from all interference in casting his vote.

(d) Seeking or accepting election or appointment to public office while on leave of absence.

(e) Seeking signatures to any initiative or referendum petition directly affecting his rates of pay, hours of work, retirement, civil service, or other working conditions provided such activity is not carried on during hours of work.

(f) Distributing badges, pamphlets, dodgers, or handbills or other participation in any campaign in connection with such petition if the activity is not carried on during hours of work, or when he is dressed in the uniform required in any department of the city government.

The violation of any provision of Sections 12 or 13 is ground for discharge of any officer of employee.

(Ord. 111.8 (C)(part), 4/17/90; Ord. 111 (part), 8/6/63)

Section 14 Discrimination

All recruitment, hiring, placements, transfers and promotions shall be on the basis of qualifications of the individual for the positions being filled regardless of race, color, religion, ancestry, national origin, age (over forty years), sex, marital status, medical condition (cured or rehabilitated cancer), physical handicap, political affiliation or union activity. All other personnel actions, such as compensation, benefits, layoffs, returns from layoffs, disciplinary actions, training and social and recreational programs shall also be administered regardless of race, color, religion, ancestry, national origin, age (over forty years), sex, marital status, medical condition, physical handicap, political affiliation or union activity.

(Ord. 111.8 (C)(part), (H), 4/17/90: Ord. 111 (part), 8/6/63)

Section 15 Right to Contract for Special Service

The City Manager shall consider and make recommendations to the City Council regarding the extent to which the City should contract for the performance of technical services in connection with the establishment or operation of the personnel system. The Council may contract with any qualified person or agency for the performance of all or any of the following responsibilities and duties imposed by this Chapter:

(a) The preparation of personnel rules and subsequent revisions and amendments thereof.

(b) The preparation of a position-classification plan, and subsequent revisions and amendments thereof.

(c) The preparation of a plan of compensation, and subsequent revisions and amendments thereof.

(d) The preparation, conduct and grading of competitive tests.

(e) Special and technical services of advisory or informational character on matters relating to personnel administration.

(Ord. 111.8 (C)(part), 4/17/90; Ord. 111 (part), 8/6/63)

Section 16 Appropriation of Funds

The Council shall appropriate such funds as are necessary to carry out the provisions of this Chapter.

(Ord. 111.8 (C)(part), 4/17/90; Ord. 111 (part), 8/6/63)

Section 17 Penalty Provision

See I-1-4.09-1

(Ord. 111.8 (C)(part), 4/17/90; Ord. 111 (part), 8/6/63)

Section 18 Regulations Regarding Nepotism

VI-101-18.01

As used herein, the term "relative" means the following relationships by blood, marriage or adoption: Spouse, father, mother, sister, brother, son, daughter, niece, nephew, aunt, uncle, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter.

(Ord. 111.8 (C)(part), 4/17/90; Ord. 111 (part), 8/6/63)

VI-101-18.02

The provisions of this Section shall not apply to any officer, employee or appointee holding any office, employment or appointment prior to thirty days following the adoption of this Section.

(Ord. 111.8 (C)(part), 4/17/90; Ord. 111 (part), 8/6/63)

VI-101-18.03

No person shall be disqualified for appointment as an employee of the City or disqualified from assignment or transfer for the sole reason that said person is a relative of another City officer or employee except as follows:

a) No person shall serve in a position where said person is subject to supervision, evaluation, discipline or having his/her compensation determined by a relative.

b) No person who is a relative of a department head shall serve in the department of said department head.

c) No person who is a relative of a division head shall serve in the same division as said division head.

d) No relative of the City Manager, Mayor, or of any City Council member shall serve in any city position provided nothing herein contained:

(i) shall be a limitation upon the power of the electorate to elect a Mayor or Council member, notwithstanding the fact that at the time of said election, said Mayor or Council member shall have a relative employed by the City

(ii) shall be a limitation upon the power of the Mayor or Council to appoint any Council member or other City officer, notwithstanding the fact that at the time of the appointment, the appointee has a relative employed by the City.

(Ord. 111.8 (C)(part), 4/17/90; Ord. 111.6, 2/18/86; Ord. 111 (part), 8/6/63)

Chapter 102 PROVISIONS FOR REDUCING CITY WORK FORCE

Section 1 Abolition or Reduction of Authorized Positions

VI-102-1.00

Whenever in the judgment of the City Council it becomes necessary in the interest of economy or because the necessity for any authorized position in the City service no longer exists, the City Council may eliminate or reduce the number of any or all authorized positions within the City service without the right of appeal of the decision to eliminate or reduce the positions.

(Ord. 111.5 (part), 6/20/78)

Section 2 Demotion Within the Competitive Service Classifications Above the Entry Level

VI-102-2.00

In reducing the number of personnel within classification(s) the least senior employee(s) within the affected class(es) shall be displaced either through demotion or lay-off. Seniority for the purpose of this section, is defined as the employee's total time served within the specified classification, or higher classification(s) within the job series. In the event two or more employees have served the same amount of time in a classification, seniority shall be determined by their respective position on the employment list for the specified classification. All temporary employees in the affected class or classes shall be laid off prior to the displacement of any probationary or permanent employee.

Any permanent employee who is displaced as provided for in Section 1, may elect to accept a demotion in lieu of lay-off to a lower level related classification, or an unrelated classification previously held on a permanent basis, provided, however, that two conditions are met:

1) that the employee accepting demotion meets the qualifications for the classification he/she has elected for the demotion OR has previously held the classification; and

2) that the employee accepting demotion must have a length of service either in the higher classification(s), the classification he/she is considering for demotion, or a combination of both which is greater than the least senior employee in the classification to which he/she intends to accept the demotion.

(Ord. 111.5 (part), 6/20/78)

Section 3 Exempt Employees May Return to the Competitive Service

VI-102-3.00

Any exempt employee who was promoted from the Competitive Service may elect a demotion to the Competitive Service in lieu of layoff. Once elected, said employee shall be eligible for demotion to a lower level classification in accordance with the provisions of Section 2.

(Ord. 111.8 (I)(part), 4/17/90: Ord. 111.5 (part), 6/20/78)

Section 4 Lay-Off

VI-102-4.00

Seniority, for the purpose of this section, shall be defined as the total cumulative time of City service and shall be observed in effecting lay-offs. The order of lay-off shall be in the reverse order of total cumulative time served in permanent positions in the City service upon the effective date of lay-off. Lay-off shall be made within classes of positions, and all temporary employees in the affected class or classes shall be laid off prior to the lay-off of any probationary or permanent employee.

Each employee laid off shall receive a final performance evaluation to be based on job performance since the employee's last performance appraisal. Thereafter, the Department head shall certify as to the affected employee's competency if overall service in the classification has been satisfactory. If not certified as having given satisfactory service, the employee laid off may interpret the action as a discharge and request a hearing as provided by the Personnel Ordinance. An employee who is laid off must be certified as competent, in order to be placed on the re-employment list.

(Ord. 111.5 (part), 6/20/78)

Section 5 Time Served on Military Leave

VI-102-5.00

For the purpose of determining displacement within classifications in accordance with this Chapter, time served on military leave shall be included as time served within the classification held at the time the military leave was taken, and in accordance with the Military and Veterans Code of the State of California.

(Ord. 111.5 (part), 6/20/78)

Section 6 Notice of Lay-Off

VI-102-6.00

Pursuant to Section 1 of this Chapter, the City shall provide employees who may be affected by lay-off, a thirty (30) calendar day written preliminary notice of intent to lay-off. The preliminary notice shall also advise the employee whether, in accordance with this Chapter, they may elect demotion in lieu of lay-off. Employees who are notified that they may elect demotion in lieu of lay-off, must advise the City Manager's Office within fifteen (15) calendar days, of their decision to exercise the demotion option or forfeit their rights to the demotion in lieu of lay-off. Thereafter, the City shall provide a written confirmed notice of lay-off at least ten (10) working days prior to the effective date of lay-off. Reasonable effort shall be made to ensure notification. The recognized employee group representatives for the affected classes shall be notified concurrently on the preliminary and confirmed lay-off notices.

(Ord. 111.5 (part), 6/20/78)

Section 7 Re-Employment Lists

VI-102-7.00

The names of probationary and permanent employees laid off or demoted in accordance with this Chapter shall be placed on a re-employment list in the reverse order of their displacement, whether it be by lay-off or demotion. The lists shall be prepared by classes which, in the opinion of the City Manager, require basically the same qualifications and duties and responsibilities for those of the class or classes of positions from which lay-off or demotion occurred. Re-employment lists shall remain in effect for seven years following their promulgation, except that the names of employees who are laid off shall be removed after three years.

Employees who are laid off in accordance with this Chapter are required to keep the City Manager's Office informed of any change of address or telephone number. Employees shall be returned in the reverse order of their displacement.

An employee's name shall be removed from the re-employment list, if:

1) the individual has been certified for appointment three times and has refused the appointments; and/or

2) has resigned from City service during the period the list is in effect.

In the event an employee's name is removed from the re-employment list for refusing an appointment three times, he/she may petition the City Manager in writing for reinstatement to the list. If good cause can be demonstrated as to why the individual did not accept any of the appointments, the City Manager may reinstate the individual to the list.

(Ord. 111.5 (part), 6/20/78)

Section 8 Conditions of Re-Employment

VI-102-8.00

Upon re-employment, any employee who was laid off in accordance with Section 4 of this Chapter shall have his/her status restored and/or modified pursuant to the existing Memorandum of Understanding in effect at the time of lay-off or subsequent Memorandum of Understanding. The intent of this section is to restore at least the following:

1) the same vacation accrual rate;

2) his/her sick leave balance in effect at the time of lay-off;

3) his/her seniority (time served in permanent positions within the City service), at the time of lay-off;

4) if re-employed in the same classification, or substantially the same classification, the employee shall be returned to the same step of the current salary range for that classification;

5) if re-employed in a lower classification, the employee's salary shall be established as though he/she had been demoted to the position; and

6) upon re-employment the applicant shall provide a written statement that he/she has not incurred any disability during the period of lay-off which would prevent the applicant from performing the duties of that position.

(Ord. 111.5 (part), 6/20/78)

Section 9 Waiver

VI-102-9.00

Unless modified herein, all other existing provisions remain as established.

(Ord. 111.5 (part), 6/20/78)

Section 10 Severability

See I-1-4.12

(Ord. 111.5 (part), 6/20/78)

Section 11 Criteria for Demotion Within Exempt Classifications

VI-102-11.00

In reducing the number of exempt personnel, displacement within classification(s) shall be made by the City Manager after reviewing the Department Head's recommendation and may take into consideration the following four factors:

1) consideration of the seniority of the employee(s) affected;

2) the nature of the services performed by the employee(s) affected or which the employee(s) affected are capable of rendering;

3) the importance of the service rendered to the City and to the community; and

4) the availability of funds.

(Ord. 111.8 (I)(part), 4/17/90: Ord. 111.5 (part), 6/20/78)

Section 12 Outsourcing of Sworn Safety Personnel

VI-102-12.00

Police and Fire services are currently provided by employees of the City within Departments of the City utilizing City owned facilities and equipment. Any proposal to outsource the public safety functions of these departments as currently organized may not be implemented without first being approved by the voters of the City of Milpitas. Outsourcing within the meaning of this Ordinance means laying off or terminating the employment of the employees currently providing these services and replacing those persons with personnel not employees of the City. This provision shall not affect the authority of the City to otherwise reduce its workforce, as provided in this Chapter, or to take disciplinary action regarding any employee for cause, or otherwise exercise management authority to organize these departments and personnel as allowed under this Code, the Personnel Rules and applicable MOU provisions.

(Ord. No. 283, § 2, 11/6/12)

City of Milpitas

City Attorney

CLASS CODE

1112

SALARY

$13,076.92 - $15,384.62 Biweekly

$340,000 - $400,000 Annually

ESTABLISHED DATE

September 07, 2021

REVISION DATE

October 04, 2021

Definition

Under administrative direction acts as legal advisor to, and counsel for, the City Council, Mayor, City Manager and City departments; performs difficult and responsible professional civil and criminal legal work for the City, its agencies, boards and commissions; plans, organizes and directs activities of the City Attorney's Office and performs related work as required. This is an at-will position that serves at the pleasure of the City Council.

This single position class manages all City legal activities, including civil litigation, whether performed by inhouse staff or outside counsel. Responsibilities also include personally handling sensitive and complex legal matters and rendering advice and opinions to the City Council, Boards and Commissions, the City Manager and others. The incumbent is accountable for accomplishing departmental goals and objectives and for furthering City goals and objectives within general policy guidelines.

SUPERVISION

- Receives direction and supervision from the City Council
- Exercises management and supervision of the department

Examples of Duties

Duties may include, but are not limited to, the following:

- Develops and directs the implementation of goals, objectives, policies, procedures, budget and work standards for the Legal Department.
- Plans, organizes, administers, reviews and evaluates the activities of professional, support and contract staff; selects assigned staff and provides for their training and professional development.
- Provide legal counsel and opinions for the City Council, City staff, commissions, committees and officials in legal matters pertaining to City business.
- Attend City Council meetings and Planning Commission meetings for the purpose of providing legal advice and counsel on matters affecting the City. Also attend other meetings, as requested by the City council or City Manager.
- Draft and review legal documents, petitions, contracts, leases, resolutions, ordinances and other legal documents relative to the administration of legal processes affecting the City.
- Provides legal service to and on behalf of the City, its officers, boards, commissions and departments; renders legal opinions to the City Council, City Manager, and Department Managers as requested; confers with and renders assistance to the City Manager and Department Heads in establishing departmental policies.
- Examine and analyze court decisions and legislation to determine their effect upon municipal affairs.
- Provides legal counsel and assistance in the field of employee relations and provides representation for the City in Workers' Compensation cases and self-insured liability program.
- Prosecute for civil remedies to enforce City ordinances, abate public nuisances, recover for damages to City property, and condemn property for public purpose and other matters.
- Appears before courts and administrative bodies to represent the City's interest as required.
- Serve as the Redevelopment Agency general counsel and monitor Redevelopment Agency legal needs.
- Select, supervise, train and evaluate staff.
- Perform related duties as assigned.

Typical Qualifications

Knowledge of:

- Organization, duties, powers, limitations, and authority of City government and the City Attorney’s Office.

- Legal principles and practices, including civil, criminal, constitutional, and administrative law and procedure.
- Ordinances, statutes, and court decisions relating to municipal corporations.
- Laws and practices with specific reference to redevelopment and community development.
- Judicial procedure and rules of evidence.
- Methods of legal research.
- Established precedents and sources of legal reference applicable to municipal activities.
- Principles and practices of public administration.
- Principles and practices of effective office management and supervision.

Ability to:

- Communicate clearly and concisely, orally and in writing.
- Effectively plan, organize, and direct the activities required of a municipal legal office.
- Organize, interpret, and apply legal principles and knowledge of complex legal problems; effectively apply legal knowledge and principles in court.
- Present statements of law, fact and argument clearly and logically.
- Prepare and present difficult cases in court.
- Conduct research on complex legal problems and prepare sound legal opinions.
- Properly interpret and make decisions in accordance with laws, regulations, and policies.
- Establish and maintain effective working relationships with employees, public officials, other departments and agencies, and the general public.
- Select, supervise, train, and evaluate assigned staff.

EDUCATION AND EXPERIENCE

Experience: Seven (7) years of experience practicing law with at least five (5) years of substantial municipal or county law experience in the State of California and includes at least two (2) years' experience at a management level in a governmental legal office.

Education: Juris Doctorate degree from an accredited school of law.

LICENSE OR CERTIFICATE

- Active membership in the State Bar of California
- Possession and maintenance of a valid California Driver's License is required.

Supplemental Information

Essential duties require the following physical abilities and work environment

- Ability to work in a standard office environment
- Ability to attend night (evening) meetings
- Ability to travel independently to various locations within and outside the City of Milpitas

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

Contact:
Charmaine Angelo, Public Information Officer
cangelo@milpitas.gov
408-906-9603

Milpitas City Council to Consider Christian M. Curtis for City Attorney Role

Milpitas, CA — February 13, 2026 — FOR IMMEDIATE RELEASE

After an extensive search and multiple rounds of interviews from a diverse and experienced applicant pool, the Milpitas City Council is pleased to consider the appointment of Christian M. Curtis as the City's next City Attorney. Christian brings vast experience as a public-sector leader, with a career advising cities and counties throughout Northern California.

If appointed at the next City Council meeting on February 17, 2026, Christian would join the City of Milpitas following his most recent service as City Attorney for the City of Redding and its population of over 90,000 residents. In that role, he worked closely with the City Council, department heads, and staff to address complex legal and operational matters, overseeing civil litigation, contracts, and risk management, while mentoring and leading a professional legal team.

Previously, Christian served in multiple senior legal leadership roles with the County of Mendocino, including County Counsel, the head legal official for the region. During his tenure, he advised the Board of Supervisors and county departments on a wide range of legal issues, oversaw civil litigation, juvenile dependency, and code enforcement matters, and managed a large, multidisciplinary legal staff.

Christian also brings private-sector experience, having worked in private practice in Curtis & Curtis, LLP in Grass Valley. His practice focused on advising public agencies on employment law, labor relations, public contracting, and open government requirements, while serving as lead counsel in litigation involving constitutional and tort claims.

Milpitas Mayor Carmen Montano, on behalf of the City Council, commented on the pending appointment.

"The City Council had many strong candidates to consider, and Christian emerged as a leading choice for Milpitas," said Mayor Montano. "His extensive background in municipal law and his thoughtful, steady approach to public service would be a valuable asset to our community."

A lifelong resident of Northern California, Christian has dedicated his legal career to representing local governments and supporting effective, transparent public service. He earned a Bachelor of Arts in History from the University of California, Berkeley, and a Juris Doctor from Brooklyn Law School, where he received multiple academic awards and achievement scholarships.

“I am honored to be considered by the Milpitas City Council and appreciate the opportunity to potentially serve the City,” said Christian. “I look forward to working collaboratively with the Council, City staff, and the community to support the Council’s policy goals and help provide effective and responsible public service.”

If approved by the City Council, Christian would serve as the City’s chief legal advisor, providing counsel to the City Council, City staff, and advisory bodies. He is anticipated to start with the City of Milpitas in Spring 2026 with a specific start date to be determined following the City Council’s consideration of the contract.

###

About the City of Milpitas
About the City of Milpitas Located at the southern end of San Francisco Bay, Milpitas is a progressive community that is an integral part of Silicon Valley. A full-service city with water utility, sewer utility, police and fire services, Milpitas is a flourishing community with a very diverse and inclusive resident population of over 80,000. Often referred to as the Crossroads of Silicon Valley, the City is situated between major thoroughfares in the Bay Area and considered a highly desirable location for world-class technology companies seeking to build a central base of operations. With the addition of the new Milpitas Transit Center offering BART, light rail, and bus service and multiple new mixed-use development projects, along with a host of new City Plans and Programs in support of an inspiring and sustainable future, the City is at the forefront of building the next generation economy. For more information, visit: www.milpitas.gov